

ANNOTATED MINUTES

Tuesday, March 14, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Vice-Chair Sharron Kelley convened the meeting at 1:30 p.m., with Commissioners Gary Hansen and Dan Saltzman present and Commissioner Tanya Collier and Chair Beverly Stein excused.

- P-1 CS 7-94 Review the February 24, 1995 Hearings Officer Decision APPROVING a Requested Modification of the Community Service Designation to Allow Replacement of the Main Transformer, for Property Located at 262 NW MILLER ROAD

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-2 CU 1-95/
HV 1-95 Review the February 24, 1995 Hearings Officer Decision APPROVING, With Conditions, Development of a Single Family Dwelling Not Related to Forest Management on a 4.8 Acre Lot of Record in the Commercial Forest Use Zone; APPROVAL of Variances to the Required Side Yard Setbacks; and APPROVAL of Variance for the Improved Width of a Private Road, for Property Located at 37777 NE KNIERIEM ROAD

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-3 RESOLUTION in the Matter of Establishing Procedures to Simplify Appeals in Quasi-Judicial Land Use Cases and Evaluating the Effectiveness of the Procedures After a Trial Period

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT P-3 BE CONTINUED TO THURSDAY, MARCH 15, 1995.

There being no further business, the meeting was adjourned at 1:32 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad

Thursday, March 16, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

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

VICE-CHAIR KELLEY ANNOUNCED CHAIR STEIN IS A GUEST OF THE UNIVERSITY OF MILANO, ITALY THIS WEEK TO SPEAK ABOUT OREGON BENCHMARKS. VICE-CHAIR KELLEY ADVISED SHE WILL BE LEAVING AT 10:30 TODAY TO ATTEND A SPEAKING ENGAGEMENT IN SEATTLE, WASHINGTON REGARDING BENCHMARKS.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER in the Matter of the Execution of Deed D951153 for Repurchase of Tax Acquired Property to Former Owner Estate of Nellie M. Coffelt, Deceased

ORDER 95-46.

- C-2 ORDER in the Matter of the Execution of Deed D951162 Upon Complete Performance of a Contract to Wyona Clement and Rand Henrichs

ORDER 95-47.

- C-3 ORDER in the Matter of the Execution of Deed D951172 Upon Complete Performance of a Contract to Wyona M. Clement and Randall J. Henrichs

ORDER 95-48.

- C-4 ORDER in the Matter of the Execution of Deed D951173 for Repurchase of Tax Acquired Property to Former Owners Stephen E. Powell and Phyllis Powell

ORDER 95-49.

COMMUNITY AND FAMILY SERVICES DIVISION

- C-5 Ratification of Intergovernmental Agreement Contract 104255 Between the City of Portland and Multnomah County, Transferring \$505,680 in Community Development Block Grant Funds to Pay for Emergency Basic Need Services for Homeless People (Glisan Street Shelter and Services, Recovery Inn Shelter, Alcohol/Drug Free Transitional Housing, West Women's Shelter, Emergency Housing Vouchers, Homeless Families Case Management) for the Period July 1, 1994 through June 30, 1995
- C-6 Ratification of Intergovernmental Agreement Contract 104265 Between the City of Portland and Multnomah County, Transferring \$199,580 in Emergency Shelter Grant Funds to Pay for Emergency Basic Need Services for Homeless People (Glisan Street Shelter, Recovery Inn Shelter, Willow Tree Inn Shelter) for the Period July 1, 1994 through June 30, 1995

REGULAR AGENDA

PUBLIC COMMENT

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

THOMAS BUCHHOLZ SUBMITTED WRITTEN INFORMATION AND DISCUSSED AN EMERGENCY ANIMAL RESCUE INCIDENT.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 ORDER in the Matter of Canceling Uncollectible Personal Property Taxes for Tax Years 1982/83 through 1993/94

PAT FRAHLER EXPLANATION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, ORDER 95-50 WAS UNANIMOUSLY APPROVED.

- R-3 ORDER in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, THAT R-3 BE POSTPONED INDEFINITELY. WAYNE GEORGE RESPONSE TO BOARD DISCUSSION EXPRESSING CONCERN OVER PROPERTY SALE AT THIS TIME AND REQUEST FOR FURTHER STUDY. ORDER

UNANIMOUSLY POSTPONED INDEFINITELY.

NON-DEPARTMENTAL

- R-4 Budget Modification NOND 5 Requesting Authorization to Increase Office of Emergency Management Funding by \$4,489.53 to Reflect Actual Revenue Funds Allocated by Oregon Emergency Management

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. COMMISSIONER COLLIER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-5 Budget Modification NOND 8 Requesting Authorization to Increase Office of Emergency Management Funding by \$4,704.30 to Reflect Actual Revenue Funds Allocated by Oregon Emergency Management

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, BUDGET MODIFICATION R-5 WAS UNANIMOUSLY APPROVED.

- R-6 Budget Modification NOND 7 Requesting Authorization to Move \$7,500 from Personal Services to Capital Outlay and Materials and Supplies for Computers and Related Items within the Commission District 4 Budget

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. VICE-CHAIR KELLEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-7 RESOLUTION in the Matter of Reaffirming the County's Support for the South/North Light Rail Project and Committing to Working with Regional Partners and Citizens to Make the Project a Reality

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. COMMISSIONER COLLIER EXPLANATION. KATHY BUSSE PRESENTATION. RESOLUTION 95-51 UNANIMOUSLY APPROVED.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE FOLLOWING WAS UNANIMOUSLY APPROVED.

- UC-1 RESOLUTION in the Matter of Affirming the County's Support for the Oregon Transportation Finance Committee's Recommendations to the 1995 Oregon Legislature

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF UC-1. COMMISSIONER COLLIER EXPLANATION. RESOLUTION 95-52 UNANIMOUSLY APPROVED. COMMISSIONER COLLIER ADVISED SHE WILL SEND COPIES OF RESOLUTION TO THE APPROPRIATE LEGISLATORS.

DEPARTMENT OF HEALTH

- R-8 Ratification of an Intergovernmental Revenue Agreement Contract 201765 Between Oregon Department of Human Resources, Children's Services Division and Multnomah County, Providing the Services of a Public Health Nurse to Develop and Implement a Program to the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families, for the Period of October 1, 1994 through June 30, 1995

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. IN RESPONSE TO VICE-CHAIR KELLEY, COMMISSIONER SALTZMAN EXPLAINED HIS QUESTIONS LAST WEEK WERE ANSWERED TO HIS SATISFACTION. AGREEMENT UNANIMOUSLY APPROVED.

- R-9 First Reading of a Proposed ORDINANCE to Amend the Ambulance Service Area Plan for Multnomah County Adopted by Ordinance No. 789

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, TO POSTPONE R-9 INDEFINITELY. BILL COLLINS EXPLAINED HE REVIEWED TAPES FROM HEARINGS ON THE AMBULANCE SERVICE PLAN AND FEELS THE LEGISLATIVE INTENT REGARDING SUBCONTRACTING IS CLEAR IN THOSE TAPES AND THE REQUEST FOR PROPOSALS IS BASICALLY CONSISTENT WITH THE INTENT. MR. COLLINS SUBMITTED COPIES OF A PORTION OF THE MAY 19, 1994 TRANSCRIPT AND ADVISED HE PROPOSES TO PLACE A RESOLUTION FOR THE BOARD'S CONSIDERATION ON THE THURSDAY, MARCH 23, 1995 AGENDA TO CLARIFY THE

LANGUAGE IN THE RFP AS TO THE INTENT OF THE PLAN. MR. COLLINS EXPLAINED THIS WOULD NOT BE A SUBSTANTIVE CHANGE IN THE RFP AND WOULD NOT DELAY THE RFP DUE DATE OR IMPLEMENTATION DATE. MR. COLLINS RESPONDED TO QUESTIONS OF COMMISSIONER SALTZMAN. DAVID SMALLWOOD TESTIFIED IN OPPOSITION TO SUBCONTRACTING AMBULANCE SERVICES. TIM RAMIS TESTIFIED ON BEHALF OF AMERICAN MEDICAL RESPONSE, REQUESTING THEY BE ALLOWED TO REVIEW AND COMMENT ON THE PROPOSED RESOLUTION AS SOON AS POSSIBLE. IN RESPONSE TO A REQUEST OF COMMISSIONER COLLIER, MR. COLLINS ADVISED THE DIVISION FEELS THE RFP REFLECTS THE INTENT OF THE ENTIRE PROPOSAL PROCESS. IN RESPONSE TO A REQUEST OF MR. RAMIS, COPIES OF MR. COLLINS' MAY 19, 1994 TRANSCRIPT WERE MADE AVAILABLE TO THOSE WISHING SAME. COMMISSIONER HANSEN ADVISED HE WILL RESERVE COMMENT UNTIL HE SEES THE LANGUAGE OF THE PROPOSED RESOLUTION. MR. COLLINS CONCURRED IN RESPONSE TO COMMISSIONER SALTZMAN'S SUGGESTION THAT THE RESOLUTION CLARIFY THAT EVEN NON-EMERGENCY PROVIDERS WHO ARE SUBCONTRACTORS BE IDENTIFIED IN THE PROPOSALS. ORDINANCE UNANIMOUSLY POSTPONED INDEFINITELY.

JUVENILE JUSTICE DIVISION

- R-10 Request for Approval of a Notice of Intent to Apply for Continued Grant Funding for the Children Services Division/Diversion Program

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. JIM ANDERSON EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-11 RESOLUTION in the Matter of Submitting a 1995-1997 County Diversion Plan in Order to Receive State Funds to Provide Those Services

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. MR. ANDERSON EXPLANATION. RESOLUTION 95-53 UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-12 ORDER in the Matter of a Sole Source Exemption to Contract with Telect, Inc. for the Purchase of Intercom System Components

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-12. FRANNA HATHAWAY EXPLANATION. ORDER 95-54 UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

- P-3 RESOLUTION in the Matter of Establishing Procedures to Simplify Appeals in Quasi-Judicial Land Use Cases and Evaluating the Effectiveness of the Procedures After a Trial Period

SCOTT PEMBLE EXPLANATION IN RESPONSE TO QUESTION OF COMMISSIONER COLLIER. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 95-55 WAS UNANIMOUSLY APPROVED.

The regular meeting was adjourned at 10:10 a.m. and the briefings convened at 10:25 a.m.

Thursday, March 16, 1995 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

- B-1 Presentation of the Central Citizen Budget Advisory Committee November, 1994 Dedicated Fund Review of the Department of Environmental Services. Presented by Central CBAC Chair Jack Pessia.

JACK PESSIA PRESENTATION. MIKE OSWALD RESPONSE TO BOARD QUESTIONS AND DISCUSSION.


Vice-Chair Kelley left at 10:30 a.m.

B-2 Status Report on the Multnomah County Sheriff's Office Special Investigations Unit. Presented by Sheriff John Bunnell and Sgt. Brian Martinek.

**ROD ENGLERT, DICK BILES AND BRIAN
MARTINEK PRESENTATION AND RESPONSE TO
BOARD QUESTIONS AND DISCUSSION.**

There being no further business, the meeting was adjourned at 11:30 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
DAN SALTZMAN • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MARCH 13, 1995 - MARCH 17, 1995

Tuesday, March 14, 1995 - 1:30 PM - Planning Items Page 2
Thursday, March 16, 1995 - 9:30 AM - Regular Meeting Page 2
Thursday, March 16, 1995 - 10:30 AM - Board Briefings Page 4
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

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

Thursday, 6:00 PM, Channel 30
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

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

*Tuesday, March 14, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

PLANNING ITEMS

- P-1 CS 7-94 Review the February 24, 1995 Hearings Officer Decision APPROVING a Requested Modification of the Community Service Designation to Allow Replacement of the Main Transformer, for Property Located at 262 NW MILLER ROAD*
- P-2 CU 1-95/
HV 1-95 Review the February 24, 1995 Hearings Officer Decision APPROVING, With Conditions, Development of a Single Family Dwelling Not Related to Forest Management on a 4.8 Acre Lot of Record in the Commercial Forest Use Zone; APPROVAL of Variances to the Required Side Yard Setbacks; and APPROVAL of Variance for the Improved Width of a Private Road, for Property Located at 37777 NE KNIERIEM ROAD*
- P-3 RESOLUTION in the Matter of Establishing Procedures to Simplify Appeals in Quasi-Judicial Land Use Cases and Evaluating the Effectiveness of the Procedures After a Trial Period*
-

*Thursday, March 16, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER in the Matter of the Execution of Deed D951153 for Repurchase of Tax Acquired Property to Former Owner Estate of Nellie M. Coffelt, Deceased*
- C-2 ORDER in the Matter of the Execution of Deed D951162 Upon Complete Performance of a Contract to Wyona Clement and Rand Henrichs*
- C-3 ORDER in the Matter of the Execution of Deed D951172 Upon Complete Performance of a Contract to Wyona M. Clement and Randall J. Henrichs*
- C-4 ORDER in the Matter of the Execution of Deed D951173 for Repurchase of Tax Acquired Property to Former Owners Stephen E. Powell and Phyllis Powell*

COMMUNITY AND FAMILY SERVICES DIVISION

- C-5 *Ratification of Intergovernmental Agreement Contract 104255 Between the City of Portland and Multnomah County, Transferring \$505,680 in Community Development Block Grant Funds to Pay for Emergency Basic Need Services for Homeless People (Glisan Street Shelter and Services, Recovery Inn Shelter, Alcohol/Drug Free Transitional Housing, West Women's Shelter, Emergency Housing Vouchers, Homeless Families Case Management) for the Period July 1, 1994 through June 30, 1995*
- C-6 *Ratification of Intergovernmental Agreement Contract 104265 Between the City of Portland and Multnomah County, Transferring \$199,580 in Emergency Shelter Grant Funds to Pay for Emergency Basic Need Services for Homeless People (Glisan Street Shelter, Recovery Inn Shelter, Willow Tree Inn Shelter) for the Period July 1, 1994 through June 30, 1995*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *ORDER in the Matter of Canceling Uncollectible Personal Property Taxes for Tax Years 1982/83 through 1993/94*
- R-3 *ORDER in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon*

NON-DEPARTMENTAL

- R-4 *Budget Modification NOND 5 Requesting Authorization to Increase Office of Emergency Management Funding by \$4,489.53 to Reflect Actual Revenue Funds Allocated by Oregon Emergency Management*
- R-5 *Budget Modification NOND 8 Requesting Authorization to Increase Office of Emergency Management Funding by \$4,704.30 to Reflect Actual Revenue Funds Allocated by Oregon Emergency Management*
- R-6 *Budget Modification NOND 7 Requesting Authorization to Move \$7,500 from Personal Services to Capital Outlay and Materials and Supplies for Computers and Related Items within the Commission District 4 Budget*
- R-7 *RESOLUTION in the Matter of Reaffirming the County's Support for the South/North Light Rail Project and Committing to Working with Regional Partners and Citizens to Make the Project a Reality*

DEPARTMENT OF HEALTH

- R-8 *Ratification of an Intergovernmental Revenue Agreement Contract 201765 Between Oregon Department of Human Resources, Children's Services Division and Multnomah County, Providing the Services of a Public Health Nurse to Develop and Implement a Program to the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families, for the Period of October 1, 1994 through June 30, 1995*
- R-9 *First Reading of a Proposed ORDINANCE to Amend the Ambulance Service Area Plan for Multnomah County Adopted by Ordinance No. 789*

JUVENILE JUSTICE DIVISION

- R-10 *Request for Approval of a Notice of Intent to Apply for Continued Grant Funding for the Children Services Division/Diversion Program*
- R-11 *RESOLUTION in the Matter of Submitting a 1995-1997 County Diversion Plan in Order to Receive State Funds to Provide Those Services*

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-12 *ORDER in the Matter of a Sole Source Exemption to Contract with Telect, Inc. for the Purchase of Intercom System Components*

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

Thursday, March 16, 1995 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

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

BOARD BRIEFINGS

- B-1 *Presentation of the Central Citizen Budget Advisory Committee November, 1994 Dedicated Fund Review of the Department of Environmental Services. Presented by Central CBAC Chair Jack Pessia. 5 MINUTES REQUESTED.*
- B-2 *Status Report on the Multnomah County Sheriff's Office Special Investigations Unit. Presented by Sheriff John Bunnell and Sgt. Brian Martinek. 15 MINUTES REQUESTED.*



Beverly Stein, Multnomah County Chair

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

MEMORANDUM

TO: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Dan Saltzman
~~Office of the Board Clerk~~

FROM: Lyne Martin

DATE: March 1, 1995

RE: Beverly's Absence from Board Meeting

Beverly has been invited by the University of Milano in Milan, Italy to speak on the Oregon Benchmarks. She will be out of the country from March 15-24 and will be unable to attend the BCC Board meetings scheduled during that time. Beverly will return to the office Monday March 27.

cc: Delma Farrell
Bill Farver
Chair Staff

BOARD OF
COUNTY COMMISSIONERS
1995 MAR - 1 PM 4:28
MULTNOMAH COUNTY
OREGON



MEETING DATE: MAR 16 1995

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner, the Estate of Nellie M. Coffelt, deceased, (Caroline Mahon, Personal Representative).

Deed D951153 and Board Order attached.

3/17/95 ORIGINAL DEED & COPIES TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Jane M. Dr. Betty Wellie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR -8 PM 2:39

TAX TITLE STAFF REPORT ON TITLE CONDITION

DEED D951153
DATE 2-24-95

ACCT # R- 23750-1530
BY Gwen Maxwell (comments by
Kathy Tunberg)



REPURCHASE CONTRACT PURCHASER - (From prior County Counsel opinions we are under no obligation to clear the title on a repurchase).



AUCTION CONTRACT PURCHASER - FOLLOWING ACTION DONE:



CHECKED CITY LIENS



CHECKED TAX BALANCE



TITLE REPORT DONE



CLEAR TITLE

COMMENTS:

We have worked with County Counsel to determine
appropriate name on deed since former owner is deceased

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951153 for Repurchase of) ORDER
Tax Acquired Property to) 95-46
Former Owner)
ESTATE OF NELLIE M. COFFELT, DECEASED)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ESTATE OF NELLIE M. COFFELT, DECEASED is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$20,134.71 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

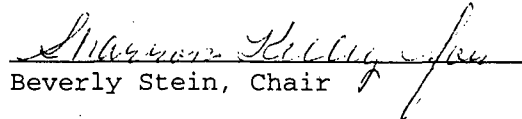
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

EDGEMONT
LOT 7, BLOCK 6

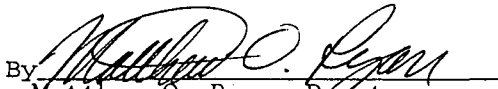
Dated at Portland, Oregon this 16th day of March , 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
Matthew O. Ryan, Deputy

DEED D951153

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ESTATE OF NELLIE M. COFFELT, DECEASED, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EDGEMONT
LOT 7, BLOCK 6

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,134.71.

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:

CAROLINE MAHON, PERSONAL REPRESENTATIVE
5057 N VANCOUVER #D
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 16th day of March, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharon Kelley Jay
Beverly Stein, Chair

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Junberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

MEETING DATE: MAR 16 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15712 (Property originally purchased at public auction.)

Deed D951162 and Board Order attached.

3/17/95 ORIGINAL Deed & Copies to TAX title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James W. Jones* *Bobby Willie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR -8 PM 2:39

TAX TITLE STAFF REPORT ON TITLE CONDITION

DEED D951162
DATE 2-24-95

ACCT # R- 92580-4360
BY STEPHEN KELLY - T.T.



REPURCHASE CONTRACT PURCHASER - (From prior County Counsel opinions we are under no obligation to clear the title on a repurchase).



AUCTION CONTRACT PURCHASER - FOLLOWING ACTION DONE:



CHECKED CITY LIENS

clear!



CHECKED TAX BALANCE

0.



TITLE REPORT DONE



CLEAR TITLE

COMMENTS:

Note in file clearing property of any liens as of
2/16/95.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D951162 Upon Complete Performance of)	ORDER
a Contract to)	95-47
)	
WYONA CLEMENT)	
RAND HENRICHs)	

It appearing that heretofore, on July 22, 1992, Multnomah County entered into a contract with WYONA CLEMENT and RAND HENRICHs for the sale of the real property hereinafter described; and

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

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

WOODLAWN
LOT 1, BLOCK 34

Dated at Portland, Oregon this 16th day of March 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED D951162

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WYONA CLEMENT and RAND HENRICHS, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

WOODLAWN
LOT 1, BLOCK 34

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,500.00.

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:

1305 NE HOLMAN
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 16th day of March 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharon Hilley, Jr.
Beverly Stein, Chair

REVIEWED: 10/3/95
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By Matthew O. Ryan
Matthew O. Ryan, Deputy

By K. A. Jureberg

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

)

) SS

)

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

MEETING DATE: MAR 16 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15747 (Property originally purchased at public auction.)

Deed D951172 and Board Order attached.

3/19/95 ORIGINAL Deed & copies to
tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 MAR - 8 PM 2:39
MULTNOMAH COUNTY
OREGON

TAX TITLE STAFF REPORT ON TITLE CONDITION

DEED D951172
DATE 2-24-95

ACCT # R- 52050-3000
BY STEPHEN KELLY - T.T.



REPURCHASE CONTRACT PURCHASER - (From prior County Counsel opinions we are under no obligation to clear the title on a repurchase).



AUCTION CONTRACT PURCHASER - FOLLOWING ACTION DONE:



CHECKED CITY LIENS

clear!



CHECKED TAX BALANCE

Ø



TITLE REPORT DONE

*AMENDMENT COMING FROM TITLE COMPANY.
DAVID POTTS-2/24*



CLEAR TITLE

COMMENTS:

*The Title Report had the wrong lot NOTED as the
targetted property. The correct lot is 3, not 2.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D951172 Upon Complete Performance of)	ORDER
a Contract to)	95-48
)	
WYONA M. CLEMENT)	
RANDALL J. HENRICHs)	

It appearing that heretofore, on April 29, 1983, Multnomah County entered into a contract with WYONA M. CLEMENT and RANDALL J. HENRICHs for the sale of the real property hereinafter described; and

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

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

M PATTONS ADD & 2ND
LOT 3, BLOCK 35

Dated at Portland, Oregon this 16th day of March, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Deputy

DEED D951172

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WYONA M. CLEMENT and RANDALL J. HENRICHs, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

M PATTONS ADD & 2ND
LOT 3, BLOCK 35

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,800.00.

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:

1305 NE HOLMAN
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 16th day of March, 1995, by authority of an Order of the Board of County Commissioners hereinafter entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharon K. Stein
Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *Matthew O. Ryan*
Matthew O. Ryan, Deputy

By *K. A. Juneberg*

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

STATE OF OREGON

)

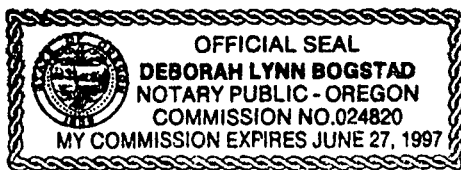
) ss

COUNTY OF MULTNOMAH

)

On this 16th day of March, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAR 16 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owners, Stephen & Phyllis Powell.

Deed D951173 and Board Order attached.

3/17/95 ORIGINAL Deed & Copies to
TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Mc Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BOARD OF
COUNTY COMMISSIONERS
1995 MAR -9 AM 10:08
MULTNOMAH COUNTY
OREGON

TAX TITLE STAFF REPORT ON TITLE CONDITION

DEED D951173
DATE 2-24-95

ACCT # R- 34410-5040
BY Gwen Maxwell



REPURCHASE CONTRACT PURCHASER - (From prior County Counsel opinions we are under no obligation to clear the title on a repurchase).



AUCTION CONTRACT PURCHASER - FOLLOWING ACTION DONE:



CHECKED CITY LIENS



CHECKED TAX BALANCE



TITLE REPORT DONE



CLEAR TITLE

COMMENTS: was originally going to purchase on contract
but paid amount in full due after initial 10%
down payment - contract not executed.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951173 for Repurchase of) ORDER
Tax Acquired Property to) 95-49
Former Owners)
STEPHEN E. POWELL)
and PHYLLIS POWELL)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that STEPHEN E. POWELL and PHYLLIS POWELL are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$8,079.57 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

GREGORY HTS
LOTS 29 & 30, BLOCK 11

Dated at Portland, Oregon this 16th day of March , 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *Matthew O. Ryan*
Matthew O. Ryan, Deputy

DEED D951173

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to STEPHEN E. POWELL and PHYLLIS POWELL, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

GREGORY HTS
LOTS 29 & 30, BLOCK 11

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,079.57.

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 persons 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:

3126 NE 81ST AVE
PORTLAND OR 97213-6538

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 16th day of March, 1995, by authority of an Order of said Board of County Commissioners entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharon Kelly for
Beverly Stein, Chair

REVIEWED: 10/9/95
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *K. A. Jureberg*

After recording return to Multnomah County Tax Title PO Box 2716
Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON

)

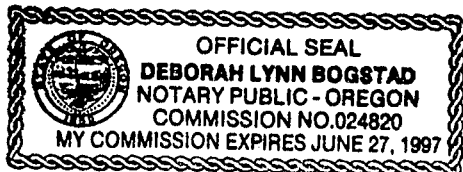
) ss

COUNTY OF MULTNOMAH

)

On this 16th day of March, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAR 16 1995

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Revenue Agreement Renewal Between City of Portland, Bureau of Housing and Community Development and Community and Family Services Division, for Emergency Basic Needs Services for Homeless People, Using City Community Development Block Grant Funding

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division has received the annual renewal agreement from the City of Portland, Bureau of Housing and Community Development, which transfers \$505,680 of the City's federal Community Development Block Grant funds to the Division to pay for emergency basic need services for homeless people.

This revenue contract represents an ongoing agreement between the City and County concerning shared funding responsibility and County administering responsibility for the emergency basic needs service system. All City funds are passed through to community-based service providers selected by the County through an open, competitive process. The County administers the emergency basic needs system.

These funds were included in the County adopted budget.

3/20/95 ORIGINALS TO CELIA MURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
JULIA ROMAN COUNTY
OREGON
MAR - 6 PM 12:16



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe ms*
Community and Family Services Division
DATE: January 26, 1995
SUBJECT: Two Renewal Revenue Agreements from City of Portland, Bureau of
Housing and Community Development, for Emergency Basic Needs
Services

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of two revenue agreement renewals for the period July 1, 1994 through June 30, 1995.

These agreements were just received from the City for processing. Because they incorporate information from County subcontracts, the City and County have typically developed the agreements after the subcontracts are in place. The City notifies the County of approved funding levels and services prior to July 1, for incorporation into the County Budget.

II. Background/Analysis: The Community and Family Services Division has an ongoing agreement with the City of Portland concerning joint responsibilities for funding and managing emergency basic needs services for homeless people. Under this agreement, the City contributes funds and participates in planning. The County, through the Community Action Program, has responsibility for planning the service system, contributing funds, and managing the service delivery. Service delivery is through community-based agencies under contract with the County.

The two revenue agreements from the City of Portland pay for services the County is purchasing through contracts with provider agencies. The City develops separate revenue agreements for each funding source and specifies which services will be paid out of which source. The two agreements transfer a total of \$705,260 for emergency basic need services, using Community Development Block Grant (\$505,680) and Emergency Shelter Grant (\$199,580) funds.

These agreements pay for emergency shelters, support services for homeless people, and emergency housing vouchers.

III. Financial Impact: The contracts total \$705,260. Funds are included in the County Budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These agreements support County policies concerning intergovernmental partnerships, safety net services, public safety, and homeless stabilization.

VII. Citizen Participation: Service oversight is through the Community Action Commission and Housing and Community Development Commission.

VIII. Other Government Participation: The contracts represent an ongoing partnership between the City of Portland and Multnomah County for homeless services.

pdxebn.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104255

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>3/16/95</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: Community & Family Services Date: January 26, 1995

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

Description of Contract: **Revenue contract using CDBG funding for Emergency Basic Needs services for homeless people (Glisan Street shelter and services, Recovery Inn shelter, Alcohol/Drug Free Transitional Housing, West Womens Shelter, Emergency Housing Vouchers, Homeless Families Case Management.)**

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

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

Contractor Name: <u>City of Portland, BHCD</u> Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u> Phone: <u>(503) 823-2375</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1994</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>505,680</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: Lolingo Poe mrs Date: 1/30/95

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

County Counsel: Katie Gaetjens Date: 3/2/95

County Chair/Sheriff: Sharron Kelley, Vice-Chair Date: March 16, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1260			2719			City Emergency	\$505,680	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pdxebncd.caf

AGREEMENT NO.

This agreement for services (Agreement) is between the City of Portland, Bureau of Housing and Community Development (City) and Multnomah County, Community and Family Services Division (County) for \$505,680 in Community Development Block Grant (CDBG) funds to administer funds for homeless programs.

RECITALS:

1. Multnomah County, Community and Family Services Division (County) administer a variety of housing and service programs for persons who are homeless.
2. The provision of services and housing options, including emergency shelter, is a major goal of the City.
3. The City has available to it Community Development Block Grant funds that can be used to support service and housing programs for persons who are homeless.
4. The services and housing programs included in this agreement are consistent with the goals of the Comprehensive Housing Affordability Strategy (CHAS).
5. City Council has authorized \$505,680 through the HCD program FY 1994-95 approved city budget to support the County's housing and service programs for persons who are homeless.
6. The City and Multnomah County now desire to enter into a formal agreement so that these housing and service programs can be provided without interruption.

I. Scope of Services

County will oversee the delivery of the following CDBG-funded services to be performed by the County and various non-profit subcontractors.

A. Transition Projects -- Shelter Operations

1. County will ensure that Transition Projects, Inc. (TIP) shall operate a homeless facility (at 435 N.C. Glisan St.) for 120 individuals (90 beds for men and 30 beds for women) from July 1, 1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.

2. County will use the City's CDBG resources to subcontract with TIP for the following specific services:
 - a. 1,873 shelter-bed nights for women at a rate of \$13.22 per bed-night (up to \$24,759) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (96);
 - b. 876 hours of long-term case management for women at a rate of \$24.15/hour (up to \$21,158);
 - c. 40 group therapy sessions at \$183.34/session for up to 300 women residing at the shelter of The Rose transitional housing facility (up to \$7,334);
 - d. 2,025 hours of long-term case management for men at a rate of \$24.15/hour (up to \$48,897); and
 - f. 1,170 hours of housing placement assistance at a rate of \$26.25/hour (up to \$30,713).
3. County shall work with TIP to achieve the following performance goals:
 - a. TIP will maintain a nightly average occupancy rate of 90% for its shelter; and
 - b. TIP will provide shelter for approximately 574 women (unduplicated count);
4. County shall also work with TIP to achieve the following outcome goals:
 - a. 250 persons will be placed in permanent housing during the term of this contract; and
 - b. 32 percent of those persons placed (80) will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$132,861.

B. Transition Projects -- Alcohol and Drug Free Transitional Housing

1. County will ensure that Transition Projects, Inc. (TIP) shall secure 81 rooms of alcohol and drug free transitional housing for homeless men and women from July 1, 1994 to June 30, 1995. Shelter services will be

provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.

2. County will use the City's CDBG resources to subcontract with TIP for 308 unit/months of alcohol and drug free housing at a rate of \$262 per unit/month.
3. County shall work with TIP to achieve the following performance goal: TIP will provide 106 individuals alcohol and drug free housing during the period of this contract.
4. County shall also work with TIP to achieve the following outcome goal: 50% of program participants will graduate from the transitional housing program alcohol and drug free.
5. The maximum amount of the subcontract authorized by this subsection is \$80,886.

C. Salvation Army -- West Women's and Children's Shelter

1. County will ensure that Salvation Army will operate the West Women's and Children's Shelter from July 1, 1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Community Action Service System Domestic Violence Request for Proposal #2P1691.
2. County will use the City's CDBG resources to subcontract with Salvation Army for 1,008 shelter-bed nights at a rate of \$43.35 per bed night.
3. County shall work with Salvation Army to achieve the following performance goal: 1,008 shelter-bed nights linked to supportive services.
4. County shall also work with Salvation Army to achieve the following outcome goal: 100% of emergency shelter clients will be linked to emergency services.
5. The maximum amount of the subcontract authorized by this subsection is \$43,680.

D. Salvation Army -- Recovery Inn

1. County will ensure that Salvation Army will operate 126 beds of emergency shelter for men and women at the Recovery Inn from July 1,

1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.

2. County will use the City's CDBG resources to subcontract with Salvation Army for 3,261 shelter-bed nights at a rate of \$6.22 per bed night.
3. County shall work with Salvation Army to achieve the following performance goal: 2,300 men and women will be linked to supportive services.
4. The maximum amount of the subcontract authorized by this subsection is \$20,284.

E. Multnomah County -- Emergency Housing Vouchers Program

1. County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the Voucher Program Policies and Procedures and all subsequent program instructions.
2. County will use the City's CDBG resources to provide emergency housing vouchers to 197 households in the average amount of \$330 per household (average length of stay: two weeks per household) from July 1, 1994 to June 30, 1995.
3. County shall achieve the following performance goal: issue 197 emergency housing vouchers (of which 7 will be used to house victims of domestic violence).
4. County shall achieve the following outcome goal: 80% of all households that receive an emergency housing voucher will move to an appropriate permanent or transitional housing placement.
5. The maximum amount authorized by this subsection is \$62,733 for general emergency housing vouchers, \$3,250 worth of housing vouchers for domestic violence victims and \$41,986 for clearinghouse operations.

F. Multnomah County -- Homeless Families Project

1. County will administer the Homeless Families Project to provide a continuum of shelter, case management and housing services to promote self-sufficiency for homeless families.

2. County will use the City's CDBG resources to provide 4,900 hours of long-term case management for homeless families from July 1, 1994 to June 30, 1995.
3. County shall achieve the following performance goal: an average of 72 hours of long-term case management to each of 68 homeless families.
4. County shall achieve the following outcome goal: 80% of all households that receive long-term case management will remain in permanent housing for at least six months following housing placement.
5. The maximum amount authorized by this subsection is \$120,000.

II. Service Standards

County will provide the City with subcontractor service plans and outcome performance goals upon execution of FY 94-95 subcontracts pursuant to this agreement.

III. Reporting Standards

A. Quarterly Reports

1. Except as provided by subsection B, County will provide the City with quarterly performance within forty-five (45) days from end of each quarter.
2. Quarterly reports shall include: a) expenditures by program areas and subcontractors; and b) performance assessments by program areas and subcontractors.

B. Final Reports

1. County shall submit a final report as its fourth quarter report.
2. County's final report shall include:
 - a. year-end expenditures by program area and subcontractors;
 - b. year-end performance assessments by program areas and subcontractors;
 - c. number of households and individuals served by program areas and subcontractors;

- d. client demographics by program areas and subcontractors; and
 - e. number of households and individuals placed in permanent housing by program areas and subcontractors.
3. Demographic information required by subsection B(1)(d) shall include: ethnicity, age and sex of all recipients of services provided pursuant to this agreement.

IV. Monitoring

The County shall monitor each subcontractor at least once each year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this contract.

V. Compensation and Method of Payment

- A. The City will compensate the County for the provision of services through the Housing and Community Development (HCD) fund. Payments to the County for eligible expenses will be made quarterly upon submission of: a) a statement of expenditures; and b) a quarterly report consistent with the provision of Section III.
- B. The County will provide information on expenditures by program in a manner substantially consistent with the format described in Attachment I.
- C. Total compensation under this agreement shall not exceed ~~FIVE HUNDRED AND FOUR THOUSAND, EIGHT HUNDRED AND THIRTY DOLLARS~~ *LTP/mus* (\$505,680). FIVE HUNDRED AND FIVE THOUSAND, SIX HUNDRED AND EIGHTY DOLLARS

VI. City Project Manager

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

VII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper

remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

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

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

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

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

Significant changes to the scope of work, performance measures, or compensation

must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:
1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.
- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to

which the County was entitled, then the County shall repay the amount of the excess to City.

J. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

K. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.

L. **WORKERS' COMPENSATION INSURANCE.**

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

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

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

M. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the

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

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

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

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

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

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

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

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(a).** The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

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

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the

Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.
- In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.
- U. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

- Y. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. INTEGRATION. This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties

constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

- GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

VIII. Period of Agreement

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

Dated this ____ day of _____, 1994.

CITY OF PORTLAND

Commissioner Gretchen Kafoury

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney

MULTNOMAH COUNTY

Beverly Stein, Chair by
Sharron Kelley, Vice-Chair

Katie Gaetjens for 3/2/95
Laurence Kressel, County Counsel by
Katie Gaetjens, Deputy

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 3/16/95

DEB BOGSTAD
BOARD CLERK

ATTACHMENT I

INVOICE # _____

MULTNOMAH COUNTY CDBG
Contract # _____ FY 94-95
Billing to City of Portland
Billing Date: __/__/__ to __/__/__

Description	Budget	Current Expenditure	Y.T.D. Expenditure	Balance
TIP Shelter Operation	\$132,861			
TIP A & D Free Housing	\$ 80,886			
Salvation Army- West Women's	\$ 43,680			
Salvation Army- Recovery Inn	\$ 20,284			
Mult. Co. Vouchers - General Vouchers - DV Vouchers - Clearinghouse Op.	\$ 62,733 \$ 3,250 \$ 41,986			
Mult. Co. - Homeless Families	\$120,000			
TOTALS	\$505,680			

Prepared by _____ Date: __/__/__

Approved by _____ Date: __/__/__



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

May 16, 1994

Cilla Murray
Community and Family Services Division
Multnomah County
Bldg. 161/2nd Floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,

Jean M. Miley
Risk Manager

N:\DATA\WPCENTER\RISK\JM\RMISK1

cc: Howard Cutler

MEETING DATE: MAR 16 1995

AGENDA NO: C-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Revenue Agreement Renewal Between City of Portland, Bureau of Housing and Community Development and Community and Family Services Division, for Emergency Basic Needs Services for Homeless People, Using City Emergency Shelter Grant Funding

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division has received the annual renewal agreement from the City of Portland, Bureau of Housing and Community Development, which transfers \$199,580 of the City's federal Emergency Shelter Grant funds to the Division to pay for emergency basic need services for homeless people.

This revenue contract represents an ongoing agreement between the City and County concerning shared funding responsibility and County administering responsibility for the emergency basic needs service system. All City funds are passed through to community-based service providers selected by the County through an open, competitive process. The County administers the emergency basic needs system.

These funds were included in the County adopted budget.

3/20/95 originals to Cilla Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 MAR -5 PM 12:16
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe*
Community and Family Services Division
DATE: January 26, 1995
SUBJECT: Two Renewal Revenue Agreements from City of Portland, Bureau of
Housing and Community Development, for Emergency Basic Needs
Services

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of two revenue agreement renewals for the period July 1, 1994 through June 30, 1995.

These agreements were just received from the City for processing. Because they incorporate information from County subcontracts, the City and County have typically developed the agreements after the subcontracts are in place. The City notifies the County of approved funding levels and services prior to July 1, for incorporation into the County Budget.

II. Background/Analysis: The Community and Family Services Division has an ongoing agreement with the City of Portland concerning joint responsibilities for funding and managing emergency basic needs services for homeless people. Under this agreement, the City contributes funds and participates in planning. The County, through the Community Action Program, has responsibility for planning the service system, contributing funds, and managing the service delivery. Service delivery is through community-based agencies under contract with the County.

The two revenue agreements from the City of Portland pay for services the County is purchasing through contracts with provider agencies. The City develops separate revenue agreements for each funding source and specifies which services will be paid out of which source. The two agreements transfer a total of \$705,260 for emergency basic need services, using Community Development Block Grant (\$505,680) and Emergency Shelter Grant (\$199,580) funds.

These agreements pay for emergency shelters, support services for homeless people, and emergency housing vouchers.

III. Financial Impact: The contracts total \$705,260. Funds are included in the County Budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These agreements support County policies concerning intergovernmental partnerships, safety net services, public safety, and homeless stabilization.

VII. Citizen Participation: Service oversight is through the Community Action Commission and Housing and Community Development Commission.

VIII. Other Government Participation: The contracts represent an ongoing partnership between the City of Portland and Multnomah County for homeless services.

pdxebn.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104265

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>3/16/95</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: Community & Family Services Date: January 26, 1995

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

Description of Contract: Revenue contract using ESG funding for Emergency Basic Needs services for homeless people (Glisan Street shelter, Recovery Inn shelter, Willow Tree Inn shelter)

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

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

Contractor Name: <u>City of Portland, BHCD</u> Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u> Phone: <u>(503)823-2375</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1994</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>199,580</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:
 Department Manager: Lorenzo Poe Date: 1/30/95

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

County Counsel: Katie Gaetjens Date: 3/2/95

County Chair/Sheriff: Sharron Kelley Chair Stein Date: March 16, 1995
Sharron Kelley, Vice-Chair

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01	156	010	1260			2719			city Emergency	\$199,580	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pdxbes.car

AGREEMENT NO.

This agreement for services (Agreement) is between the City of Portland, Bureau of Housing and Community Development (City) and Multnomah County, Community and Family Services Division (County) for \$199,580 in Emergency Shelter Grant (ESG) funds to administer homeless programs.

RECITALS:

1. Multnomah County, Community and Family Services Division (County) administers a variety of shelter and service programs for persons who are homeless.
2. The provision of services and shelter to persons who are homeless is a major goal of the City.
3. The City has available to it Emergency Shelter Grant funds that can be used to support service and shelter programs for persons who are homeless.
4. The services and shelter programs included in this agreement are consistent with the goals of the Comprehensive Housing Affordability Strategy (CHAS).
5. City Council has authorized \$199,580 through the FY 1994-95 approved General Fund budget to support the County's shelter and service programs for persons who are homeless.
6. The City and Multnomah County now desire to enter into a formal agreement so that these shelter and service programs can be provided without interruption.

I. Scope of Services

County will oversee the delivery of the following ESG-funded services to be performed by County and various non-profit subcontractors.

A. Transition Projects -- Shelter Operations

1. County will ensure that Transition Projects, Inc. (TPI) shall operate a homeless facility (at 435 N.W. Glisan St.) for 120 individuals (90 beds for men and 30 beds for women) from July 1, 1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.

2. County will use the City's ESG resources to subcontract with TPI for the following specific service: up to 9,077 shelter-bed nights for women at a rate of \$13.22 per bed-night (up to \$120,000) if the average nightly population in the shelter equals to or exceeds 80% (96 beds) of maximum capacity (120 beds).
3. County shall work with TPI to achieve the following performance goals:
 - a. TPI will maintain a nightly average occupancy rate of 90% for its women's shelter; and
 - b. TPI will provide shelter bed-nights for approximately 574 women (unduplicated count).
4. County shall also work with TPI to achieve the following outcome goals:
 - a. 250 persons will be placed in permanent housing during the term of this contract; and
 - b. 32 percent of those persons placed (88) will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$120,000.

B. Salvation Army -- Recovery Inn

1. County will ensure that Salvation Army will operate 126 beds of emergency shelter for men and women at the Recovery Inn from July 1, 1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.
2. County will use the City's CDBG resources to subcontract with Salvation Army for up to 11,122 shelter-bed nights at a rate of \$6.22 per bed night.
3. County shall work with TPI to achieve the following performance goal: 2,300 men and women will be linked to supportive services.
4. The maximum amount of the subcontract authorized by this subsection is \$69,180.

C. Human Solutions, Inc. -- Willow Tree Transitional Housing Program

1. County will ensure that Human Solutions, Inc. will operate the Willow Tree Transitional Housing Program for homeless families from July 1, 1994 to June 30, 1995. Shelter services will be provided in conformance with the program model and service specifications contained in the Willow Tree Family Shelter RFP #402371.
2. County will use the City's ESG resources to subcontract with Human Solutions for 17 unit-months of transitional housing at \$609.30/unit month.
3. County shall work with Human Solutions, Inc. to achieve the following performance goal: 27 households will receive transitional housing at the Willow Tree.
4. County shall also work with TPI to achieve the following outcome goal: 80% (22 households) of all program participants will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$10,400.

II. Service Standards

County will provide the City with subcontractor service plans and outcome performance goals upon execution of FY 94-95 subcontracts pursuant to this agreement.

III. Reporting Standards

A. Quarterly Reports

1. Except as provided by subsection B, County will provide the City with quarterly performance within forty-five (45) days from end of each quarter.
2. Quarterly reports shall include: a) expenditures by program areas and subcontractors; and b) performance assessments by program areas and subcontractors.

B. Final Reports

1. County shall submit a final report as its fourth quarter report.
2. County's final report shall include:

- a. year-end expenditures by program area and subcontractors;
 - b. year-end performance assessments by program areas and subcontractors;
 - c. number of households and individuals served by program areas and subcontractors;
 - d. client demographics by program areas and subcontractors; and
 - e. number of households and individuals placed in permanent housing by program areas and subcontractors.
3. Demographic information required by subsection B(1)(d) shall include: ethnicity, age and sex of all recipients of services provided pursuant to this agreement.

IV. Monitoring

The County shall monitor each subcontractor at least once each year for that portion of activities funded with City ESG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this contract.

V. Certifications

Multnomah County certifies that:

- A. ESG funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds may not be used for staff salaries.
- B. The rooms in the Willow Tree Inn will remain available for use until ESG funds are expended.
- C. The space in the Salvation Army Recovery Inn and TPI's Glisan Street Shelter will be available for use as shelter space until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local and private assistance available for such individuals.

- E. Each subcontractor shall administer a policy designed to ensure that their facilities are free from the illegal use, possession or distribution of drugs or alcohol by its clients.
- F. It has a procedure to ensure the confidentiality of victims of domestic and sexual violence.
- G. Termination of assistance must be in accordance with a formal process. If an individual or family who receives assistance violates program requirements, the contractor/subcontractor may terminate assistance in accordance with a formal process established by the contractor/subcontractor that recognizes the rights of individuals affected, which may include a hearing.
- H. The contractor involves, to the maximum extent practical, homeless individuals and families in operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.

VI. Compensation and Method of Payment

- A. The City will compensate the County for the provision of services through the General fund. Payments to the County for eligible expenses will be made quarterly upon submission of: a) a statement of expenditures; and b) a quarterly report consistent with the provision of Section III.
- B. The County will provide information on expenditures by program in a manner substantially consistent with the format described in Attachment I.
- C. Total compensation under this agreement shall not exceed ONE HUNDRED AND NINETY-NINE THOUSAND, FIVE HUNDRED AND EIGHTY DOLLARS (\$199,580).

VII. City Project Manager

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

VIII. General Contract Provisions

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

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

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

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

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

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

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

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

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

- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have

access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

- H. **MAINTENANCE OF RECORDS.** The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.

- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

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

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

- K. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.

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

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

of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

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

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

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

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

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

- O. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.
- P. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof. No County Board of Commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or its proceeds.

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

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

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

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

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

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

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

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

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

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

- V. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Emergency Services Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- W. **EXPIRATION/REVERSION OF ASSETS.** Upon expiration of the homeless project, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five year period after expiration of the agreement.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.
- X. **RELOCATION AND DISPLACEMENT.** The County agrees to comply with the requirements of 24 CFR 576.80 regarding relocation, displacement and acquisition.
- Y. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain

documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

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

Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

IX. Period of Agreement

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

CITY OF PORTLAND

Commissioner Gretchen Kafoury

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney

MULTNOMAH COUNTY

Beverly Stein, Chair by
Sharron Kelley, Vice-Chair

Laurence Kressel, County Counsel by
Katie Gaetjens, Deputy

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-6 DATE 3/16/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT I

INVOICE # _____

MULTNOMAH COUNTY ESG #8 GENERAL FUND

Contract # _____ FY 94-95

Billing to City of Portland

Billing Date: __/__/__ to __/__/__

Description	Budget	Current Expenditure	Y.T.D. Expenditure	Balance
Willow Tree Inn	\$ 10,400			
Salvation Army- Recovery Inn	\$ 69,180			
TPI Women's Shelter	\$120,000			
TOTALS	\$199,580			

Prepared by _____ Date: __/__/__

Approved by _____ Date: __/__/__



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

May 16, 1994

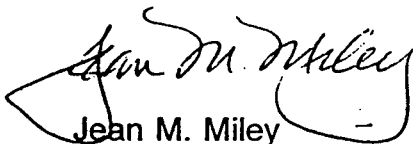
Cilla Murray
Community and Family Services Division
Multnomah County
Bldg. 161/2nd Floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,


Jean M. Miley
Risk Manager

N:\DATA\WP\CENTER\IRISK\JMRISK1

cc: Howard Cutler

PLEASE PRINT LEGIBLY!

MEETING DATE 3-16-95

NAME

Thomas Buchholz

ADDRESS

806 5th St.

STREET

Oregon City Ore 97045

CITY

ZIP

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

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

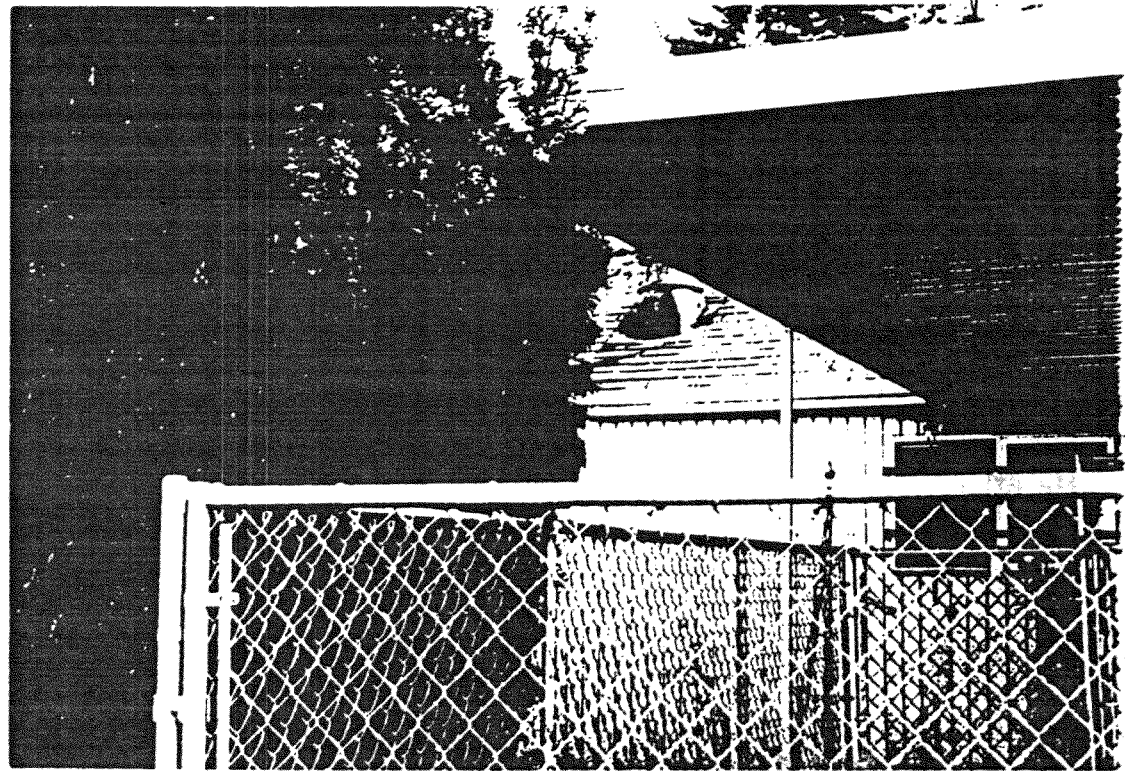
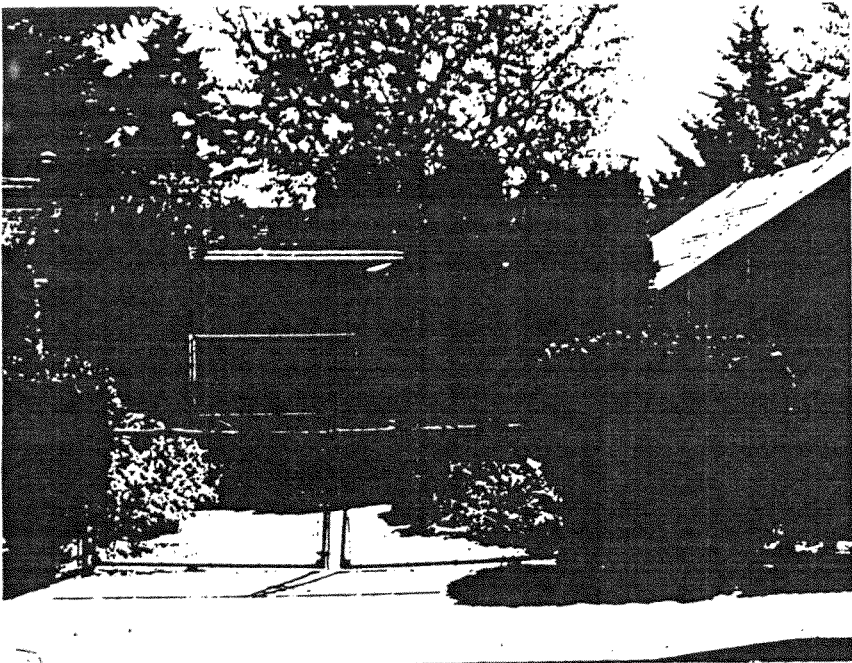
Emergency Animal Rescue

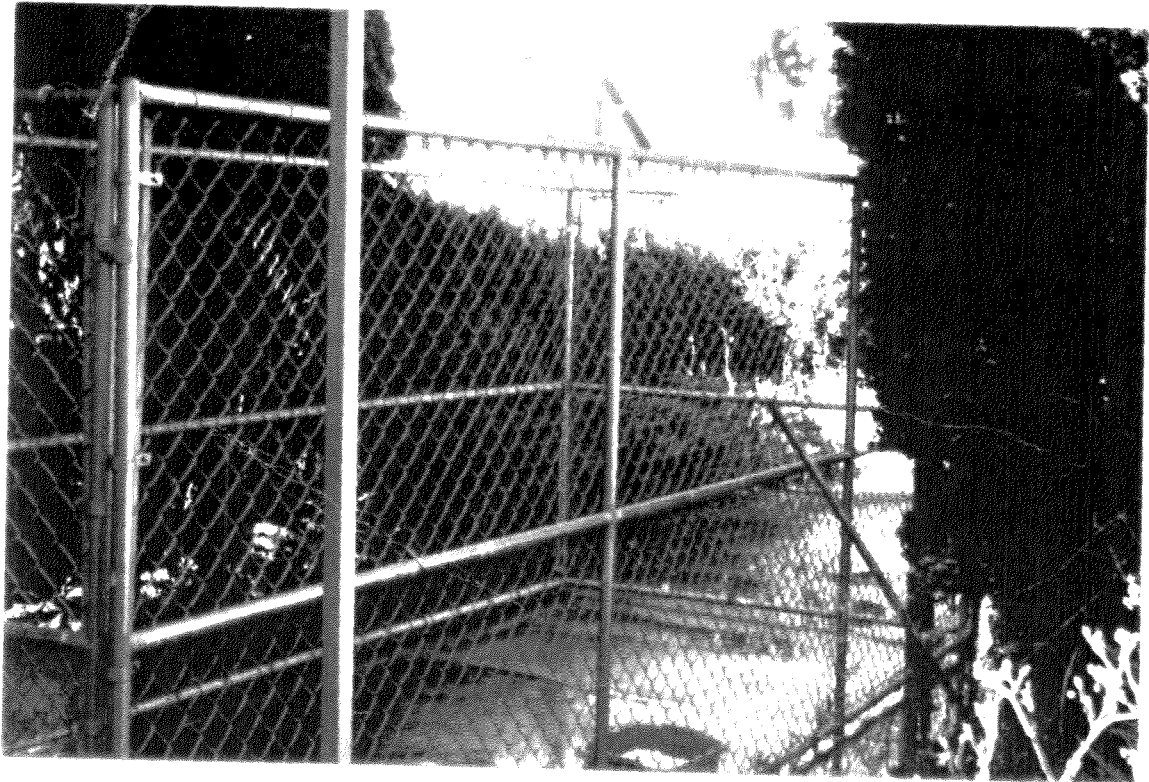
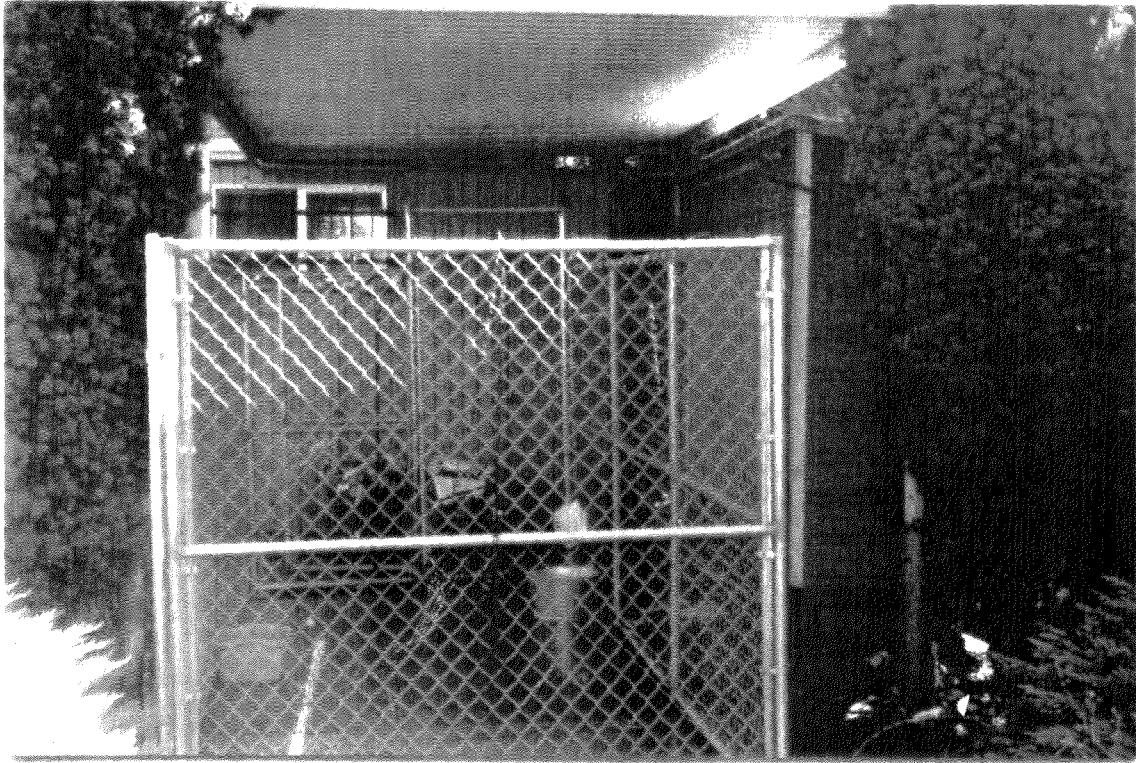
Cg#1 Being House in a Kennel in Direct Sun

THOMAS BUCHHOLZ
SUBMITTAL 3/16/95
R-1

These Are not Animal Control photo's

My Questions ^{are} ~~is~~ : 1. why would An officer photo's not
Show A roof 2. why would an officer stand at
least 12 feet away from a water bucket to take a photo of
it. Is ~~these~~ This common practice. A lot of records
have been destroyed but I'm sure Mr Flegler would supply you
with the officer's photo's.





INCIDENT
Improper Care / Emergency Animal Rescue

REPORT TYPE ☒ OFFENSE ☐ SPECIAL ASSOCIATED REPORTS

EVIDENCE 6 Photos



MULTNOMAH COUNTY
ANIMAL CONTROL

INCIDENT REPORT

FILE NO. ☒ R1 ☐ R2 91029764

REPORT STATUS ☒ PENDING ☐ COMPLETED

REPORT DATE 7-23-91
REPORT TIME 1935

SEARCHED	1. LAST NAME FIRST M.	2. ADDRESS	CITY	PHONE	SEX	RACE	D.O.B.				
	C Raley 21723	MCAC	T	6677397							
	3. LAST NAME FIRST M.	4. ADDRESS	CITY	PHONE	SEX	RACE	D.O.B.				
	Ment #1 Ross 21635	MCSO 123 N.E. Glisan	D								
SEARCHED	5. LAST NAME FIRST M.	6. ADDRESS	CITY	PHONE	SEX	RACE	D.O.B.				
		8430 SE Duke ST	P								
	7. CITATION NO. 1	VIOLATION		ANIMAL	DISPOSITION	8. CITATION NO. 2	VIOLATION				
	ANIMAL	BREED/TYPE	COLOR	SEX	AGE	NAME	LICENSE NO.	EXP.	IMPOUND NO.	OWNER	DISPOSITION
1	K9	ROTT	BLK/TAN	M	A	-	-	-	0210786	#5	EAR
2											
3											

DETAILS (ADDITIONAL INFORMATION)

Ment #2 TELLIS 17725 4735 E Buenside 823-2143

Ment #3 GALTHER 21775 4735 E. Buenside 823-2143

Summary:

on 7-23-91 AT ABOUT 1714 HRS MCAC RECEIVED AN ANON
Phone Call ABOUT K9#1 Being loose in a kennel in Direct Sun
light and Being in Distress at 8430 SE Duke ST. Port One MultCo
Temp AT time OF Call WAS 101° AT Port AIR Port.

Action Taken:

on 7-23-91 AT ABOUT 1735 HRS ACO Raley Did Arrive
AT 8430 SE Duke And OBSERVED K9#1 to Be in Heat Distress
ACO took Photos OF K9#1, AND Placed a thermometer on Kennel
Wall and took temp and Called for 911 assist to Imp K9#1

REPORTING OFFICER(S) AC Raley 21723 DEF. I.D. NUMBER 3 ASSIGNMENT 3 APPROVED BY DATE APPROVED

Ment #1 #2 #3 Arrived AND WIT ACO imp

Ka#1 From Kennel AND Did observe ACO leave two HUNG CANOS AT SLO HOME LOCATION.

Ment #2 Did Follow ACO to 82nd SE Foster Rd Where ACO Did Hose Down Ka#1 Because OF Heat Distress.

STATEMENTS AND OBSERVATIONS:

on 7-23-91 ACO Did TRY to Contact SLO WITH Neg Results. Ka#1 had FOOD THAT WAS THROWN ON FLOOR OF Kennel. Ka#1 Had NO WATER - AND WAS Panting Very Heavily.

ACO Did ATTACH a Therm to Kennel WALL AND Recorded a Temp OF Near 110° (ACO TOOK Photo) AT 1740 HRS. ACO Called to have 911 Send a unit to 8430 SE Duke to imp Ka#1 on a EAR Ment #1 WAS passing By ACO location AT ABOUT 1755 HRS AND Ment #2 & #3 Did Arrive at 1800 HRS. Where all three Did observe a Temp OF 105°. ACO Did Hose Ka#1 Down AND TRAns to E.V. West

AFTER Ka#1 WAS imp AND TRAns to DOOR LEVIN, Where Ka#1 WAS TO Aggressive to Set Body Temp ACO left at E.V. West For observation

Recommendation Case Penel

- 1) Disposition OF Cites
- 2) Disposition OF Ka#1

Reporting Officer(s)

J. En-Volley

Off. I.D. Number

21723

Assignment

3

Approved By

Date Approved

1 The dog was kind of listless and lethargic at the time,
2 due to the extreme heat. I at that time called for 911
3 assistance. They sent two officers. In the interim,
4 Officer Ross, a civil deputy with Multnomah Sheriff's
5 Department who happened to be in the area, stopped; and
6 he witnessed me take the thermometer off of the kennel.
7 And he noted that at the time, from the time I took it off
8 to the time he marked it down, that the temperature was
9 around 105.

10 I waited for the Portland police officer to
11 arrive. I did impound the dog from the kennel area because
12 of the extreme heat. I did transport the dog to 82nd &
13 Foster Road where I did take a hose and cool down the dog
14 somewhat with cold water and I did transport to Dove Lewis
15 where I left the dog there for veterinary care.

16 There's a statement from the vet here that says
17 "Dog extremely aggressive and panting heavily. ~~Both alert~~
18 ~~and responsive.~~" They were unable to do a complete physical
19 exam because of the aggressiveness of the dog.

20 The dog was brought out to the shelter, and at
21 that point in time Mr. Buchholz did relieve the dog on 7/27
22 and didn't sign the statement of ownership at the time.

23 THE COURT: All right, sir.

24 Ms. Seldon, any questions?

25 MS. SELDON: Yes. I don't have any questions

not in
Incident
Report

1 MS. SELDON: Your Honor, the State's
2 recommendation is a \$50 fine.

3 THE COURT: A \$50 fine?

4 MS. SELDON: \$50.

5 THE COURT: Mr. Buchholz?

6 MR. BUCHHOLZ: Yes, sir. All I have to say
7 is there was water in it. And it would have been easier if
8 Officer Roley would have taken pictures to have some kind
9 evidence that there was no water. And that's all I have to
10 say, sir.

11 THE COURT: Well, I have to -- as typically
12 (inaudible) regularly, I have to believe somebody.

13 MR. BUCHHOLZ: Yes, sir.

14 THE COURT: And I -- ~~And I just have no~~
15 ~~reason to believe the officer would come in here and perjure~~
16 ~~himself about whether there was water at the time. He could~~
17 ~~have been mistaken and --~~

18 MR. BUCHHOLZ: Yes, sir. *Keep in mind that there were 4 officers*

19 THE COURT: But I just don't think he was
20 mistaken in this case. *& A Camera*

21 MR. BUCHHOLZ: Okay. *At the ~~Scene~~ Address*

22 THE COURT: And -- Now, was there a prior
23 problem involving this dog? Is that what?

24 OFFICER ROLEY: No, sir. I believe that this
25 gentleman's home location, another dog and another

MEETING DATE: MAR 16 1995

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: CANCELLATION OF UNCOLLECTABLE PERSONAL PROPERTY TAXES

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 16, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3330

BLDG/ROOM #: 166/200

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Matter of cancellation of Uncollectable Personal Property Taxes for 1982/83 through 1993/94, in the amount of \$144,262.74.

These are taxes that have been delinquent for more than three years and have been determined to be uncollectable according to local policy.

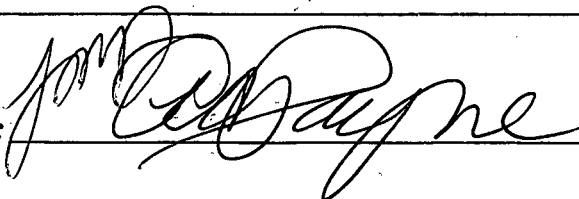
3/17/95 copies to KATHY TUNEBERG

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
1995 MAR - 1 PM 2:31
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY TUNEBERG/PAT FRAHLER
TODAY'S DATE: FEBRUARY 23, 1995
REQUESTED PLACEMENT DATE: MARCH 16, 1995

RE: MATTER OF CANCELLATION OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES
FOR 1982/83 THROUGH 1993/94, IN THE AMOUNT OF \$144,262.74.

I. Recommendation/Action Requested:

REQUEST APPROVAL

II. Background/Analysis:

Attached is a list of personal property tax accounts determined to be uncollectible. We are either unable to collect the balance because of Federal Bankruptcy protection or our collection efforts have been exhausted and further effort would not be cost effective.

III. Financial Impact:

The accounts to be written off cover tax years from 1982/83 through 1993/4 and total \$144,262.74. Amounts written off are small portions of each particular year's total tax levy and have little fiscal impact on Multnomah County or other taxing districts.

IV. Legal Issues:

Cancellation of personal property taxes due to uncollectability is provided for in ORS 311.790.

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Other taxing districts are minimally affected and they know there are uncollectible taxes.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Cancelling) ORDER
Uncollectable Personal Property) #
Taxes, 1982/83 through 1993/94)

This matter is before the Board to consider the cancellation of certain personal property taxes; it appearing that the taxes have been delinquent that the Tax Collector and County Counsel have determined that said taxes are wholly uncollectable and have requested the Board for an order directing that the taxes be cancelled in accordance with ORS 311.790, and the Board being duly advised in the premises, it is

ORDERED, that the Tax Collector for Multnomah County, Oregon, is directed to cancel those personal property taxes which are listed and appended hereto and incorporated herein for tax years 1982/83 through 1993/94, in the total amount of \$144,262.74 for the reason that the same are found to be uncollectable.

Dated this ____ day of March, 1995.

(SEAL)

**BOARD OF COUNTY
COMMISSIONERS
FOR MULTNOMAH COUNTY,
OREGON**

**By _____
Chair**

REVIEWED:

LARRY KRESSEL, COUNTY COUNSEL
By Sandra H. Duff
Deputy County Counsel

FOR MULTNOMAH COUNTY, OREGON

Sandra N. Duffy
Sandra N. Duffy, Deputy

WRITE OFF SUMMARY

10/19/94

TAX YEARS	# of ACCTS.	TOTAL DOLLARS
82/83	1	\$44.14
83/84	3	\$384.79
84/85	25	\$4,599.78
85/86	34	\$7,448.65
86/87	32	\$8,550.19
87/88	36	\$8,784.85
88/89	46	\$10,684.43
89/90	43	\$7,835.67
90/91	39	\$65,535.68
91/92	23	\$27,662.90
92/93	11	\$1,728.18
93/94	3	\$1,003.48

	# OF ACCOUNTS	DOLLARS
TOTALS	129	\$144,262.74

WRITE-OFF DUE TO BANKRUPTCY	38	\$56,655.59
PERCENT BANKRUPTCIES OF TOTAL \$		39.27%

WRITE OFF LIST

10/19/94 11:58:58

TAX YEARS - DOLLARS

ACCOUNT NUMBERS	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	ACCOUNT TOTALS
P-01-03240-10								\$187.08					\$187.08
p-01-11310-01			\$52.81										\$52.81
p-01-22860-00				\$31.45		\$122.89	\$165.10	\$154.51					\$473.95
p-01-25460-05							\$110.20	\$117.33					\$227.53
p-01-27840-00						\$109.07	\$113.61						\$222.68
p-01-38505-10				\$202.60	\$217.15								\$419.75
p-02-12620-00					\$445.55	\$353.39			\$740.67				\$1,539.61
p-02-28205-00				\$164.35	\$186.77								\$351.12
p-02-28940-00								\$83.07	\$93.76				\$176.83
p-03-01640-02			\$63.09	\$102.47	\$148.10								\$313.66
p-03-14720-00			\$61.82	\$99.88									\$161.70
p-03-14726-20						\$161.95	\$179.37						\$341.32
p-03-17340-00				\$138.40	\$286.20	\$296.60	\$320.26						\$1,041.46
p-03-20960-00			\$104.32	\$138.40	\$148.10	\$148.30	\$165.12	\$166.14					\$870.38
p-03-25280-01				\$139.69	\$149.49	\$159.79							\$448.97
p-03-25825-00											\$23.20		\$23.20
p-03-26926-01				\$266.80	\$286.20	\$306.60							\$859.60
p-03-27080-00									\$192.77	\$403.10			\$595.87
p-03-27600-00					\$208.01								\$208.01
p-03-27880-00									\$86.94				\$86.94
p-04-05460-00								\$244.27	\$1,903.36				\$2,147.63
p-04-07096-01							\$53.12	\$33.22					\$86.34
p-04-15810-10						\$117.46	\$132.84	\$141.59					\$391.89
p-04-16620-00						\$68.12	\$223.73	\$238.95					\$530.80
p-04-29250-00			\$123.96										\$123.96
p-04-42910-00							\$305.94						\$305.94
p-04-43900-00						\$40.47							\$40.47
p-04-44095-00										\$102.35	\$73.84		\$176.19
p-04-45500-00							\$384.26						\$384.26
p-04-52670-00						\$118.64	\$124.08	\$142.91					\$385.63
p-04-59132-51			\$463.70	\$533.60	\$572.40								\$1,569.70
p-04-60118-01			\$80.97	\$87.55									\$168.52
p-04-61200-00								\$109.68					\$109.68
p-05-20522-03							\$165.14	\$176.14					\$341.28
p-05-21623-02						\$296.90	\$321.52						\$618.42
p-05-22860-00							\$224.51	\$288.79					\$513.30
p-05-23010-00							\$61.49	\$33.22					\$94.71

WRITE OFF LIST

10/19/94 11:58:58

TAX YEARS - DOLLARS

ACCOUNT NUMBERS	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	ACCOUNT TOTALS
p-05-26660-10								\$146.63	\$273.01	\$194.16			\$613.80
p-05-26800-00			\$613.44	\$734.20									\$1,347.64
p-05-30640-00			\$57.16	\$74.20	\$92.86	\$98.98	\$103.08						\$426.28
p-05-36284-00							\$91.93	\$132.91					\$224.84
p-05-37300-00												\$488.62	\$488.62
p-05-39869-00					\$261.35	\$266.56							\$527.91
p-05-40145-00								\$219.93	\$231.73				\$451.66
p-06-01160-00					\$858.60	\$919.80	\$960.92	\$1,095.35					\$3,834.67
p-06-02180-00						\$898.77	\$1,302.71						\$2,201.48
p-06-03528-00											\$142.53		\$142.53
p-06-05025-05				\$480.24	\$572.40								\$1,052.64
p-06-05760-01						\$268.05	\$279.96						\$548.01
p-06-06370-00			\$97.75	\$61.36	\$79.05								\$238.16
p-06-09632-00						\$250.63	\$272.13						\$522.76
p-06-11693-00							\$53.75	\$33.22	\$43.50				\$130.47
p-06-13145-00					\$160.53	\$171.64							\$332.17
p-06-20035-00			\$107.32	\$185.91									\$293.23
p-06-20195-00			\$153.68	\$166.65									\$320.33
p-06-30340-00							\$172.55						\$172.55
p-06-33150-01							\$196.13	\$265.83					\$461.96
p-06-35745-00							\$74.83	\$33.22					\$108.05
P-06-42450-40				\$93.72	\$101.15								\$194.87
P-07-02778-00							\$102.06	\$97.36	\$101.13				\$300.55
P-07-04064-02			\$523.38	\$593.10									\$1,116.48
P-07-04064-03								\$80.71					\$80.71
p-07-04695-00									\$84.83	\$510.53			\$595.36
p-07-04770-15								\$353.56					\$353.56
P-08-00464-30				\$69.86									\$69.86
P-08-00465-01								\$258.94	\$250.05				\$508.99
P-08-01778-35						\$477.90	\$486.33						\$964.23
P-08-01783-11								\$148.76	\$140.45				\$289.21
P-08-01783-13								\$181.37	\$171.22				\$352.59
p-08-02226-25							\$38.57	\$30.00	\$39.89				\$108.46
p-08-04170-00							\$43.57	\$32.73					\$76.30
p-08-06189-59											\$59.92		\$59.92
P-08-06939-00							\$72.92						\$72.92
P-08-07810-50						\$62.11			\$2,030.64	\$1,863.31			\$3,956.06

WRITE OFF LIST

10/19/94 11:58:58

TAX YEARS - DOLLARS

ACCOUNT NUMBERS	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	ACCOUNT TOTALS
p-08-09280-90			\$163.63			\$98.88	\$111.00						\$373.51
p-08-10730-05					\$93.77								\$93.77
p-09-02692-05										\$15,171.47			\$15,171.47
p-09-03779-51					\$134.85								\$134.85
p-09-03861-00				\$51.80									\$51.80
p-09-06200-01							\$7.40	\$209.43					\$216.83
p-09-09114-40									\$17,350.11				\$17,350.11
p-09-09398-00							\$43.98	\$28.96					\$72.94
P-09-09402-40						\$99.74	\$103.08	\$104.43	\$104.67				\$411.92
p-09-10240-00					\$185.03	\$204.64	\$211.88	\$200.31					\$801.86
p-09-10415-20	\$44.14		\$82.01	\$84.48	\$109.36	\$147.66	\$150.16	\$166.10					\$783.91
p-09-14668-00									\$2,965.65				\$2,965.65
p-09-14668-04									\$248.36				\$248.36
P-09-14969-50			\$331.44	\$411.74									\$743.18
p-10-41200-01									\$1,054.06	\$1,097.28			\$2,151.34
P-11-17104-00		\$24.10	\$35.54	\$44.42									\$104.06
P-11-18733-00		\$155.01	\$245.78	\$170.52									\$571.31
p-11-21940-00						\$148.30							\$148.30
P-12-00090-02						\$47.93							\$47.93
P-12-00424-04						\$210.30	\$219.40	\$227.80	\$219.91	\$220.39	\$202.36		\$1,300.16
P-12-01095-51				\$102.13	\$210.71								\$312.84
P-13-63047-00					\$175.72								\$175.72
p-20-01137-27									\$98.66	\$78.98	\$78.36		\$256.00
P-20-01794-30					\$144.09	\$119.15							\$263.24
p-60-07000-01					\$193.40	\$190.33	\$173.79	\$166.84					\$724.36
p-06-26545-00			\$294.45	\$400.20									\$694.65
p-09-11624-96							\$6.22	\$34.69					\$40.91
p-09-16180-00								\$275.22	\$590.67	\$399.26			\$1,265.15
BANKRUPTCIES													
P-01-04610-14 B									\$1,322.56	\$1,049.75			\$2,372.31
p-01-10700-00 B									\$16.67				\$16.67
p-01-10770-00 B								\$15.80					\$15.80
p-01-23220-40 B									\$104.64				\$104.64
p-01-34220-00 B				\$252.74	\$358.25								\$610.99
p-03-04010-00 B					\$286.20								\$286.20
p-03-13490-03 B						\$801.13							\$801.13

WRITE OFF LIST

10/19/94 11:58:58

TAX YEARS - DOLLARS													
ACCOUNT NUMBERS	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	ACCOUNT TOTALS
p-03-15275-00 B										\$128.19			\$128.19
p-04-09300-00 B						\$232.45							\$232.45
p-04-41180-00 B									\$262.96	\$209.21			\$472.17
p-04-60151-00 B									\$108.42				\$108.42
p-05-00243-00 B									\$172.49	\$141.93			\$314.42
p-05-04595-00 B							\$87.55	\$93.07					\$180.62
p-05-27620-00 B									\$25,358.16				\$25,358.16
p-06-23188-00 B							\$400.57						\$400.57
p-06-24040-00 B							\$405.86	\$631.36					\$1,037.22
p-06-33980-00 B										\$263.81			\$263.81
P-06-42840-00 B				\$528.62	\$715.50	\$766.50	\$800.77	\$166.14	\$165.79				\$3,143.32
p-06-43482-25 B									\$223.02	\$711.29	\$550.60	\$514.86	\$1,999.77
p-06-46228-07 B									\$33.33				\$33.33
p-07-01472-53 B						\$3.22	\$361.61						\$364.83
P-07-03294-01 B							\$299.43	\$288.10					\$587.53
P-07-03689-55 B											\$239.44		\$239.44
p-07-04741-00 B									\$117.88				\$117.88
p-07-05011-00 B									\$5,604.72				\$5,604.72
P-07-05386-23 B											\$54.30		\$54.30
p-08-07245-01 B									\$71.34				\$71.34
p-09-02335-05 B									\$444.23	\$2,564.54			\$3,008.77
p-09-07817-00 B									\$2,513.43	\$2,291.83			\$4,805.26
p-09-10464-00 B										\$84.51			\$84.51
p-09-10890-00 B										\$58.71			\$58.71
p-09-14980-00 B										\$106.69			\$106.69
P-09-15070-00 B			\$43.11										\$43.11
P-13-63189-01 B		\$205.68	\$229.07	\$310.22	\$346.65								\$1,091.62
p-20-01396-91 B										\$11.61	\$303.63		\$315.24
p-69-24000-01 B			\$591.41	\$640.45	\$712.18								\$1,944.04
P-69-24000-26 B			\$56.36	\$60.97	\$72.95								\$190.28
P-69-24008-89 B			\$23.58	\$25.93	\$37.62								\$87.13

MEETING DATE: MAR 16 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Sale of Surplus County Land at Edgefield County Farm in Section 26,
SUBJECT: TIN, R3E, W.M.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

March 16, 1995

Amount of Time Needed: _____

10 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Management

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE SUPPLEMENT

BOARD OF
COUNTY COMMISSIONERS
1995 MAR - 7 PM 2:33
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Betsy H Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: March 6, 1995

REQUESTED PLACEMENT: March 16, 1995

RE: Approval of Sale of Real Property on County Farm to Curtis Pickering.

I. Recommendation/Action Requested: Approval by Board of Commissioners of PURCHASE AND SALE AGREEMENT pursuant to which County will sell land located at the Multnomah County Farm in Troutdale.

II. Background/Analysis: This parcel of land consists of approximately 15 acres in area on the easterly portion of the County Farm property and bordering NE Halsey Street immediately east of McMenamin's Edgefield. It is included in the County Farm land which the Board of Commissioners earlier approved for sale by its resolution #90-122.

III. Financial Impact: The proposed purchase price of \$539,000.00 is calculated at \$35,000.00 per acre which compares with the value of the parcel as appraised for the County by independent appraisal at \$33,000.00 per acre on January 25, 1995. The proceeds of sale would be credited 50% each to the capital improvement fund and the natural areas acquisition fund. Purchaser is to pay \$237,797.00 in cash at closing; the balance would be secured by a note and first deed of trust in favor of Multnomah County covering approximately nine of the fifteen acres to be sold, to be paid in full within 24 months after closing.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected.

VIII. Other Government Participation: None, to FM knowledge.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of Surplus)
County Land at the Multnomah County)
Farm in Section 26, Township 1 North,)
Range 3 East, W.M., Multnomah County,)
Oregon.)

O R D E R
#

It appearing that the real property consisting of approximately fifteen acres of land and described in the PURCHASE AND SALE AGREEMENT before the Board this date is surplus to the needs of Multnomah County and is zoned by the City of Troutdale for Industrial Park uses only, thus is suitable for industrial use and constitutes an industrial facility as defined by ORS 271.510; and

It appearing that Curtis Pickering has offered to purchase the said real property for the sum of \$539,000.00; and

It appearing that said offer price is within the fair market value of \$500,000.00 as determined by independent appraisal dated January 25, 1995; and

It appearing that the sale will benefit Multnomah County and the Board being fully advised in the matter:

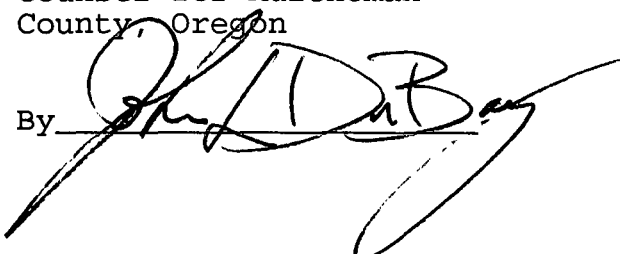
It is ORDERED that Multnomah County execute this PURCHASE AND SALE AGREEMENT before the Board this date and any deeds or other documents required for completion of this sale and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this ____ day of _____, 1995.

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

County Chair

PURCHASE AND SALE AGREEMENT

County of Multnomah
City of Troutdale

State of Oregon

Date 28 Feb. 95

Multnomah County (hereinafter called County) hereby sells and agrees to convey to Curtis Pickering and/or Assigns (hereinafter called Pickering whether one or more) and Pickering hereby buys and agrees to pay for the following described real estate situated in the City of Troutdale, County of Multnomah, State of Oregon, the actual legal description to be attached hereto as Exhibit A and incorporated herein being approximately 15.4 acres of bare land more or less zoned as Industrial Park and more commonly known as Parcel B, as indicated on the marketing flyer produced by the real estate firm of Norris, Beggs & Simpson, Portland, Oregon. A plat of the property is attached hereto as Exhibit B. Said property shall include improvements thereon, if any, and all rights and appurtenances pertaining thereto, including any right, title and interests of County in and to adjacent streets, alleys or right-of-ways such real estate improvements rights and appurtenances herein referred to as the property. This agreement and the property also covers and includes all fixtures, mineral rights, existing utility meters and articles of personal property attached to or being used in connection with said real estate and owned by the County. This agreement is executed upon the following terms and conditions:

1. **Purchase Price:** The purchase price of the property is \$539,000.00 to be paid:
 - a. \$10,000.00 in the form of an earnest money deposit as outlined in Paragraph 3 below, the purchaser will convert the \$10,000.00 note to cash 60 days after the sales agreement is fully executed and the earnest money will become nonrefundable six months after full execution of this sales agreement. Said cash will be held in an interest bearing account with such interest to accrue for the benefit of the County and which shall apply towards the purchase price at closing.
 - b. Upon satisfactory accomplishment of conditions precedent as set forth in Paragraph 2 below:
 1. The purchaser will pay at closing \$40,250.00 per acre or \$237,797.00 in cash, whereby County shall deed to Pickering free and clear of all encumbrances two smaller parcels of the property known as 2.923 acres option track and 2.985 acres Parcel 2 respectively, and as shown on the attached map and marked Exhibit B. The amount in excess of \$35,000.00 per acre or the total of \$31,017.00 will be applied to the remaining balance on the Note and Trust Deed at the final closing.

2. A \$322,220.00 Note and Trust Deed secured by the remaining 9.499 acres. Said Note and Trust Deed shall be payable, interest only, quarterly at a rate of 8% per annum. The entire principal balance shall be due and paid on or before 24 months after the date of closing. The first quarterly interest payment shall be due 90 days after closing.

2. Conditions Precedent to Closing:

- a. Pickering's agreement to purchase the property is subject to Pickering's satisfaction of the following contingencies in his sole discretion and judgment:
 1. Review and approval of a survey of the property which will show all boundaries, corner monument, easements and other matters of record and any apparent but unrecorded easements and any encroachments, if available. Said survey will be provided by County at County's expense. If property is smaller than the approximately 15.41 acres, the price will be adjusted down by \$35,000.00 per acre, or if it is larger than 15.41 acres, the price will be adjusted accordingly upward.
 2. Engineering Report: Said report to be provided by Pickering at Pickering's expense.
 3. Level I Environmental Study: Said study to be provided by Pickering at Pickering's expense.
 4. Approved plat by County and City municipalities including property for light industrial usage. Said expense thereto, if any, shall be at Pickering's expense.
 5. Geotechnical Report: Said report to be provided by Pickering at Pickering's expense.
- b. Upon acceptance of the terms contained in this offer, Pickering shall commence the removal of conditions precedent within three business days after acceptance.
- c. County agrees to allow Pickering six months from date of County's full execution of agreement hereon to acquire plat approval and remove contingency. County shall provide survey as set forth in Paragraph 2.a.1. on or before 60 days after the County's acceptance herein.

3. **Earnest Money Deposit:** Within five business days of full and final execution of this agreement, Pickering shall deliver a Note in the amount of \$10,000.00 (herein called Earnest Money) to Chicago Title Company, Escrow Account to be held pursuant to the terms of the agreement. The title company is Chicago Title located at 888 SW Fifth Avenue, Portland, Oregon 97204, Vicki Monaco or Jim Ogden, Phone Number: 248-0955.

In the event County does not comply with the terms and conditions contained in this Agreement and is in substantial default of this Agreement, if such default is not cured within five days after written notice thereof is delivered to County, then provided Pickering is not in default of this Agreement, Pickering may, at his option, terminate this Agreement, in which event the Earnest Money, together with any interest thereon earned, shall be forthwith returned to Pickering. In the event the sale contemplated herein shall fail to close as a result of Pickering's failure to perform his obligations hereunder and such default is not cured within five days after written notice thereof is delivered to Pickering, provided County is not in default and complying with its obligations hereunder, then County may retain 100% of the Earnest Money and interest earned thereon.

4. **Deliveries:** Within 60 days after the execution date of this Agreement, County shall, at County's expense, deliver or cause to be delivered to Pickering the following:
 - a. A legal description of the property.
 - b. Easement and related agreements with adjacent land title owners, if any. A new sewer easement and a new road access to the County Jail will need to be allowed for. The land which will be allowed for the sewer and road access to the jail will be credited to the purchase price.
5. **Preliminary Title Report:** Within ten (10) days after the execution of this Agreement, County shall, at County's expense, deliver or cause to be delivered to Pickering the following:
 - a. A Preliminary Title Report covering the property binding the title company to issue an owner's policy of title insurance on the standard form of policy prescribed by the Oregon State Board of Insurance enclosing the full amount of the purchase price and
 - b. True, correct and legible copies of any and all instruments referred to in the title binder as constituting exceptions or restrictions upon the title of County, except that copies of any liens which are to be released at closing may be omitted.

6. Review and Approval Period:

- a. Pickering shall have 15 days to review and approve the transaction called the review period, after the receipt of the documents referred to in Paragraphs 4 and 5 herein. This Agreement will automatically terminate if in Pickering's sole and absolute discretion the property is found not to be suitable to Pickering's use for any reasons whatsoever. Unless Pickering gives notice in writing delivered to the County indicating that this condition is fulfilled within the said 15-day period, Pickering shall immediately receive a full refund of all Earnest Money, including interest thereon, and the County and Pickering shall have no further duties or obligations one to the other.
- b. County represents to Pickering that at closing County will have and will convey to Pickering good and marketable title to the property free and clear of any and all encumbrances except the permitted exceptions. Delivery of the owner's policy of title insurance shall be deemed to fulfill all duties of County as to the sufficiency of title required hereunder.

7. **Title Inspection:** At any time after the execution of this Agreement Pickering or Pickering agents, consultants or other representatives shall have an irrevocable right but not the obligations to enter upon the property for purposes of conducting soils tests, test borings and other studies or tests as Pickering may deem desirable or convenient to obtain information deemed relevant by Pickering to determine the usability of the property provided that all disruptions to the property are repaired to the original state.

Pickering shall have a right to undertake a study of the feasibility of Pickering's intended use of the property, including without limitation or obligation the zoning, parking, signage, utility services, building restriction, environmental regulations, deed restrictions, traffic considerations and ingress/egress from the adjacent public roads.

Pickering has made his decision based on his own observation, representation and considerations. He has been advised to conduct an environmental assessment on the property to detect the presence of hazardous substance.

8. **Casualty Loss:** All risk of loss to the property shall remain upon County prior to the closing. If prior to closing the property shall be damaged or destroyed by fire, flood or other casualty to a material extent Pickering may either terminate this Agreement by written notice to County or at Pickering's sole and absolute discretion proceed to closing.

9. Closing:

- a. The day for closing of this Agreement shall be on or before 30 days after removal of conditions outlined in Paragraph 2 at the offices of the title company provided, however, that if on such date the title company has not yet approved title or if there are objections which have not been removed either party, by written notice to the other party, may postpone the date of closing to such date as shall be designated in such notice, but in no event, shall that day be more than 15 days later than the above date of closing.
- b. At closing County shall deliver to Pickering the following:
 1. Bargain and Sale Deed conveying the property according to legal descriptions prepared by surveyor as shown on a survey of the property subject only to the standard title insurance exceptions, exceptions permitted by Pickering.
 2. An owner's policy of title insurance issued by the underwriter for the title company pursuant to the title binder with the survey exception deleted (except as to shortages in area) subject only to the permitted exceptions.
- c. After closing Pickering shall deliver to County the following:
 1. The cash portion of the purchase price, the Earnest Money including interest deposited, applied towards the amount owed at closing.
 2. A Note and Trust Deed on the remaining property as set forth in Paragraph 1.B.2.
- d. Each party shall pay its share of the closing costs which are normally assessed by the title company against the seller or purchaser of a transaction of this character in the county where the property is located.
- e. Ad valorem taxes for the then current year shall be prorated by the title company effective as of the date of closing. If the closing shall occur before the tax rate is fixed for the then current year, a proportionment of the taxes shall be upon the basis of the tax rate difference and actual ad valorem taxes for the year shall actually pay by Pickering and shall be adjusted between the parties upon receipt of written evidence of the payment thereof. Pickering shall pay all taxes imposed because of the change of use or ownership.

10. **Default:** If County shall fail to consummate this Agreement for any reason except Pickering's default, Pickering will receive their Earnest Money back plus any accrued interest. If Pickering shall fail to consummate this agreement for any reason, except County's default or because of the termination of this Agreement pursuant to the right to do so as provided herein, County, as County's sole remedy, shall have the right to receive the Earnest Money as County's liquidated damages for Pickering's breach of this contract.
11. **Assignment of This Agreement:** The County acknowledges and agrees that Pickering shall be entitled to assign all of his rights and obligation of this Agreement at any time to a person, firm, corporation, partnership or persons or any one or more of them upon Multnomah County's approval, which shall not be unreasonably withheld.
12. **Law to Control:** This Agreement and the rights and the obligations and rights hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon. Venue shall be maintained in Multnomah County, Oregon.
13. **Forms:** In case of dispute as to form of any document required hereunder, the current form prepared by the State Bar of Oregon shall be inclusively deemed reasonable and acceptable by the parties.
14. **Construction:** This Agreement contains a complete Agreement between the parties and may only be varied and amended by written agreement of the parties. The parties agree that there are no oral agreements understandings, representations, or warranties which are not expressly set forth herein. The parties further acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be implied in the interpretation of this Agreement or any amendments or exhibits hereto. The paragraph headings throughout this instruments are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation of construction or meeting the provisions of this instruments.
15. **Survival:** Any portion of this Agreement not otherwise consummated at closing will survive the closing of this transaction as a continuing Agreement by and between the parties.
16. **Binding Effect:** This Agreement shall inure to the benefit of and bind the parties hereto in their respective heirs, representatives, successors and assigns.

17. **Attorney Fees:** If any parties to this Agreement shall be required to employ an attorney to enforce or to defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorney fees.
18. **Time and Days:** Time is of the essence in all aspects of the terms and conditions of this Agreement. Any date mentioned herein which shall fall upon a Saturday, Sunday or legal holiday shall automatically be deemed to fall on the next following business day. The effective date of this Agreement shall be the latter date of signature by the County or Pickering as executed below.
19. **Notice:** Any notice or other written communication required or permitted hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail posted fully prepaid, register or certified mail, addressed to the intended recipient at the address on the signature page of this Agreement. Any address for notice may be change from time to time by written notice so given to the other party.
20. **Agency:** Ken A. Marlow of Mason Trust Corporation, Suite 260, 4500 SW Kruse Way, lake Oswego, Oregon 97035, Phone Number: 503/635-1414, represents Pickering and Pickering only and owes no fiduciary obligation to the County. Mike Tharp of Norris, Beggs & Simpson, 121 SW Morrison Street, Suite 200, Portland, Oregon 97204, Phone Number: 503/223-7181, represents the County and County only and owes no fiduciary obligation to Pickering. The County and Pickering agree to and acknowledge the above notwithstanding the fact that Mason and Norris, Beggs & Simpson may share in any commissions paid as Mason and Norris, Beggs & Simpson agree.

It is understood that Norris, Beggs & Simpson is the listing brokerage for the County property and that a five percent (5%) commission of the sale price will be paid to Norris, Beggs & Simpson on a transaction consummated which Norris, Beggs & Simpson and Mason agree to equally share should this transaction close.

21. THE PROPERTY AS DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH IN FARM OR FOREST ZONES MAY NOT AUTHORIZE CONSTRUCTION OR SITTING OF A RESIDENCE AND WHICH LIMITS LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY WOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES IN EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

22. **Environmental Contamination:** County hereby represents to Pickering that as of the date hereof County has no knowledge of any hazardous waste or other hazards of toxic material or substance (hazardous substance) on any underground tanks on the property. In the event that prior to the closing date any hazardous waste material or substance or any other underground tank is discovered on, in or under the property, Pickering may elect at his option to cancel and terminate this Agreement by notice to County, in which event Pickering will be entitled to receive a refund of the Earnest Money deposit.
23. **Representation by Agents:** Each of the parties does hereby acknowledge that they have been given ample time and opportunity to submit documents to their attorneys and/or CPA for approval and determination of its adequacy for protection of their legal rights. No representation is made by the real estate agencies to the legal sufficiency, legal tax effect or tax consequences of this transaction at the discretion of the taxing authority.
24. **Agreement As Offered:** The execution of this Agreement by Pickering or his agent or representative constitute an offer to purchase the property. Unless accepted by the County on or before MAR 15, 1995, this offer will automatically be revoked and deemed null and void and of no further effect.
25. This offer is subject to approval by Multnomah County Board of Commissioners.
26. **Foreign Investment and Real Estate Property Tax:** Provisions under this Act do not apply, since seller is a municipality within the State of Oregon. Accepted and agreed by the authorized person whose signature is affixed below on the dates noted.

AGREED AND ACCEPTED:

Curtis Pickering, Purchaser

By: *Curtis S. Pickering*

Date: 28 Feb 95

Address: 9200 SW OAK

TIGARD, OR. 97223

MJT/crf
oregon.mjt

AGREED AND ACCEPTED:

As Agent for Multnomah County, Seller

By: _____

Date: _____

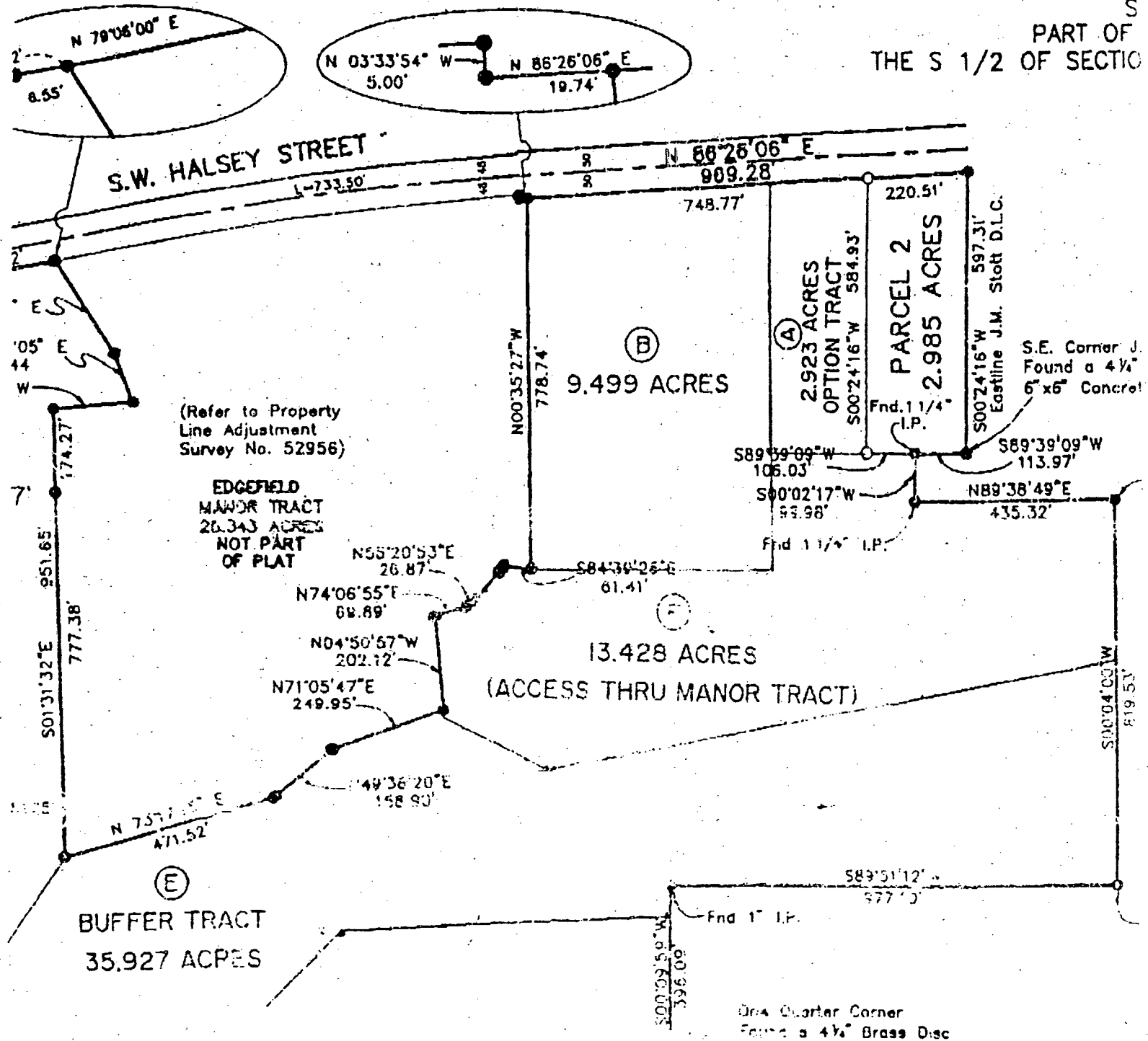
Address: _____

[Signature]
By: _____
MULTNOMAH COUNTY COUNCIL

pg 8 of 8

PART OF
THE S 1/2 OF SECTION

Exhibit B



PURCHASE AND SALE AGREEMENT

County of Multnomah
City of Troutdale

State of Oregon

Date 28 Feb 95

Multnomah County (hereinafter called County) hereby sells and agrees to convey to Curtis Pickering and/or Assigns (hereinafter called Pickering whether one or more) and Pickering hereby buys and agrees to pay for the following described real estate situated in the City of Troutdale, County of Multnomah, State of Oregon, the actual legal description to be attached hereto as Exhibit A and incorporated herein being approximately 15.4 acres of bare land more or less zoned as Industrial Park and more commonly known as Parcel B, as indicated on the marketing flyer produced by the real estate firm of Norris, Beggs & Simpson, Portland, Oregon. A plat of the property is attached hereto as Exhibit B. Said property shall include improvements thereon, if any, and all rights and appurtenances pertaining thereto, including any right, title and interests of County in and to adjacent streets, alleys or right-of-ways such real estate improvements rights and appurtenances, herein referred to as the property. This agreement and the property also covers and includes all fixtures, mineral rights, existing utility meters and articles of personal property attached to or being used in connection with said real estate and owned by the County. This agreement is executed upon the following terms and conditions:

1. **Purchase Price:** The purchase price of the property is \$539,000.00 to be paid:
 - a. \$10,000.00 in the form of an earnest money deposit as outlined in Paragraph 3 below, the purchaser will convert the \$10,000.00 note to cash 60 days after the sales agreement is fully executed and the earnest money will become nonrefundable six months after full execution of this sales agreement. Said cash will be held in an interest bearing account with such interest to accrue for the benefit of the County and which shall apply towards the purchase price at closing.
 - b. Upon satisfactory accomplishment of conditions precedent as set forth in Paragraph 2 below:
 1. The purchaser will pay at closing \$40,250.00 per acre or \$237,797.00 in cash, whereby County shall deed to Pickering free and clear of all encumbrances two smaller parcels of the property known as 2.923 acres option track and 2.985 acres Parcel 2 respectively, and as shown on the attached map and marked Exhibit B. The amount in excess of \$35,000.00 per acre or the total of \$31,017.00 will be applied to the remaining balance on the Note and Trust Deed at the final closing.

2. A \$322,220.00 Note and Trust Deed secured by the remaining 9.499 acres. Said Note and Trust Deed shall be payable, interest only, quarterly at a rate of 8% per annum. The entire principal balance shall be due and paid on or before 24 months after the date of closing. The first quarterly interest payment shall be due 90 days after closing.

2. Conditions Precedent to Closing:

- a. Pickering's agreement to purchase the property is subject to Pickering's satisfaction of the following contingencies in his sole discretion and judgment:
 1. Review and approval of a survey of the property which will show all boundaries, corner monument, easements and other matters of record and any apparent but unrecorded easements and any encroachments, if available. Said survey will be provided by County at County's expense. If property is smaller than the approximately 15.41 acres, the price will be adjusted down by \$35,000.00 per acre, or if it is larger than 15.41 acres, the price will be adjusted accordingly upward.
 2. Engineering Report: Said report to be provided by Pickering at Pickering's expense.
 3. Level I Environmental Study: Said study to be provided by Pickering at Pickering's expense.
 4. Approved plat by County and City municipalities including property for light industrial usage. Said expense thereto, if any, shall be at Pickering's expense.
 5. Geotechnical Report: Said report to be provided by Pickering at Pickering's expense.
- b. Upon acceptance of the terms contained in this offer, Pickering shall commence the removal of conditions precedent within three business days after acceptance.
- c. County agrees to allow Pickering six months from date of County's full execution of agreement hereon to acquire plat approval and remove contingency. County shall provide survey as set forth in Paragraph 2.a.1. on or before 60 days after the County's acceptance herein.

3. **Earnest Money Deposit:** Within five business days of full and final execution of this agreement, Pickering shall deliver a Note in the amount of \$10,000.00 (herein called Earnest Money) to Chicago Title Company, Escrow Account to be held pursuant to the terms of the agreement. The title company is Chicago Title located at 888 SW Fifth Avenue, Portland, Oregon 97204, Vicki Monaco or Jim Ogden, Phone Number: 248-0955.

In the event County does not comply with the terms and conditions contained in this Agreement and is in substantial default of this Agreement, if such default is not cured within five days after written notice thereof is delivered to County, then provided Pickering is not in default of this Agreement, Pickering may, at his option, terminate this Agreement, in which event the Earnest Money, together with any interest thereon earned, shall be forthwith returned to Pickering. In the event the sale contemplated herein shall fail to close as a result of Pickering's failure to perform his obligations hereunder and such default is not cured within five days after written notice thereof is delivered to Pickering, provided County is not in default and complying with its obligations hereunder, then County may retain 100% of the Earnest Money and interest earned thereon.

4. **Deliveries:** Within 60 days after the execution date of this Agreement, County shall, at County's expense, deliver or cause to be delivered to Pickering the following:
- a. A legal description of the property.
 - b. Easement and related agreements with adjacent land title owners, if any. A new sewer easement and a new road access to the County Jail will need to be allowed for. The land which will be allowed for the sewer and road access to the jail will be credited to the purchase price.
5. **Preliminary Title Report:** Within ten (10) days after the execution of this Agreement, County shall, at County's expense, deliver or cause to be delivered to Pickering the following:
- a. A Preliminary Title Report covering the property binding the title company to issue an owner's policy of title insurance on the standard form of policy prescribed by the Oregon State Board of Insurance enclosing the full amount of the purchase price and
 - b. True, correct and legible copies of any and all instruments referred to in the title binder as constituting exceptions or restrictions upon the title of County, except that copies of any liens which are to be released at closing may be omitted.

6. Review and Approval Period:

- a. Pickering shall have 15 days to review and approve the transaction called the review period, after the receipt of the documents referred to in Paragraphs 4 and 5 herein. This Agreement will automatically terminate if in Pickering's sole and absolute discretion the property is found not to be suitable to Pickering's use for any reasons whatsoever. Unless Pickering gives notice in writing delivered to the County indicating that this condition is fulfilled within the said 15-day period, Pickering shall immediately receive a full refund of all Earnest Money, including interest thereon, and the County and Pickering shall have no further duties or obligations one to the other.
- b. County represents to Pickering that at closing County will have and will convey to Pickering good and marketable title to the property free and clear of any and all encumbrances except the permitted exceptions. Delivery of the owner's policy of title insurance shall be deemed to fulfill all duties of County as to the sufficiency of title required hereunder.

7. **Title Inspection:** At any time after the execution of this Agreement Pickering or Pickering agents, consultants or other representatives shall have an irrevocable right but not the obligations to enter upon the property for purposes of conducting soils tests, test borings and other studies or tests as Pickering may deem desirable or convenient to obtain information deemed relevant by Pickering to determine the usability of the property provided that all disruptions to the property are repaired to the original state.

Pickering shall have a right to undertake a study of the feasibility of Pickering's intended use of the property, including without limitation or obligation the zoning, parking, signage, utility services, building restriction, environmental regulations, deed restrictions, traffic considerations and ingress/egress from the adjacent public roads.

Pickering has made his decision based on his own observation, representation and considerations. He has been advised to conduct an environmental assessment on the property to detect the presence of hazardous substance.

8. **Casualty Loss:** All risk of loss to the property shall remain upon County prior to the closing. If prior to closing the property shall be damaged or destroyed by fire, flood or other casualty to a material extent Pickering may either terminate this Agreement by written notice to County or at Pickering's sole and absolute discretion proceed to closing.

9. Closing:

- a. The day for closing of this Agreement shall be on or before 30 days after removal of conditions outlined in Paragraph 2 at the offices of the title company provided, however, that if on such date the title company has not yet approved title or if there are objections which have not been removed either party, by written notice to the other party, may postpone the date of closing to such date as shall be designated in such notice, but in no event, shall that day be more than 15 days later than the above date of closing.
- b. At closing County shall deliver to Pickering the following:
 1. Bargain and Sale Deed conveying the property according to legal descriptions prepared by surveyor as shown on a survey of the property subject only to the standard title insurance exceptions, exceptions permitted by Pickering.
 2. An owner's policy of title insurance issued by the underwriter for the title company pursuant to the title binder with the survey exception deleted (except as to shortages in area) subject only to the permitted exceptions.
- c. After closing Pickering shall deliver to County the following:
 1. The cash portion of the purchase price, the Earnest Money including interest deposited, applied towards the amount owed at closing.
 2. A Note and Trust Deed on the remaining property as set forth in Paragraph 1.B.2.
- d. Each party shall pay its share of the closing costs which are normally assessed by the title company against the seller or purchaser of a transaction of this character in the county where the property is located.
- e. Ad valorem taxes for the then current year shall be prorated by the title company effective as of the date of closing. If the closing shall occur before the tax rate is fixed for the then current year, a proportionment of the taxes shall be upon the basis of the tax rate difference and actual ad valorem taxes for the year shall actually pay by Pickering and shall be adjusted between the parties upon receipt of written evidence of the payment thereof. Pickering shall pay all taxes imposed because of the change of use or ownership.

10. **Default:** If County shall fail to consummate this Agreement for any reason except Pickering's default, Pickering will receive their Earnest Money back plus any accrued interest. If Pickering shall fail to consummate this agreement for any reason, except County's default or because of the termination of this Agreement pursuant to the right to do so as provided herein, County, as County's sole remedy, shall have the right to receive the Earnest Money as County's liquidated damages for Pickering's breach of this contract.
11. **Assignment of This Agreement:** The County acknowledges and agrees that Pickering shall be entitled to assign all of his rights and obligation of this Agreement at any time to a person, firm, corporation, partnership or persons or any one or more of them upon Multnomah County's approval, which shall not be unreasonably withheld.
12. **Law to Control:** This Agreement and the rights and the obligations and rights hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon. Venue shall be maintained in Multnomah County, Oregon.
13. **Forms:** In case of dispute as to form of any document required hereunder, the current form prepared by the State Bar of Oregon shall be inclusively deemed reasonable and acceptable by the parties.
14. **Construction:** This Agreement contains a complete Agreement between the parties and may only be varied and amended by written agreement of the parties. The parties agree that there are no oral agreements understandings, representations, or warranties which are not expressly set forth herein. The parties further acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be implied in the interpretation of this Agreement or any amendments or exhibits hereto. The paragraph headings throughout this instruments are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation of construction or meeting the provisions of this instruments.
15. **Survival:** Any portion of this Agreement not otherwise consummated at closing will survive the closing of this transaction as a continuing Agreement by and between the parties.
16. **Binding Effect:** This Agreement shall inure to the benefit of and bind the parties hereto in their respective heirs, representatives, successors and assigns.

17. **Attorney Fees:** If any parties to this Agreement shall be required to employ an attorney to enforce or to defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorney fees.
18. **Time and Days:** Time is of the essence in all aspects of the terms and conditions of this Agreement. Any date mentioned herein which shall fall upon a Saturday, Sunday or legal holiday shall automatically be deemed to fall on the next following business day. The effective date of this Agreement shall be the latter date of signature by the County or Pickering as executed below.
19. **Notice:** Any notice or other written communication required or permitted hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail posted fully prepaid, register or certified mail, addressed to the intended recipient at the address on the signature page of this Agreement. Any address for notice may be change from time to time by written notice so given to the other party.
20. **Agency:** Ken A. Marlow of Mason Trust Corporation, Suite 260, 4500 SW Kruse Way, lake Oswego, Oregon 97035, Phone Number: 503/635-1414, represents Pickering and Pickering only and owes no fiduciary obligation to the County. Mike Tharp of Norris, Beggs & Simpson, 121 SW Morrison Street, Suite 200, Portland, Oregon 97204, Phone Number: 503/223-7181, represents the County and County only and owes no fiduciary obligation to Pickering. The County and Pickering agree to and acknowledge the above notwithstanding the fact that Mason and Norris, Beggs & Simpson may share in any commissions paid as Mason and Norris, Beggs & Simpson agree.

It is understood that Norris, Beggs & Simpson is the listing brokerage for the County property and that a five percent (5%) commission of the sale price will be paid to Norris, Beggs & Simpson on a transaction consummated which Norris, Beggs & Simpson and Mason agree to equally share should this transaction close.

21. THE PROPERTY AS DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH IN FARM OR FOREST ZONES MAY NOT AUTHORIZE CONSTRUCTION OR SITTING OF A RESIDENCE AND WHICH LIMITS LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY WOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES IN EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

22. **Environmental Contamination:** County hereby represents to Pickering that as of the date hereof County has no knowledge of any hazardous waste or other hazards of toxic material or substance (hazardous substance) on any underground tanks on the property. In the event that prior to the closing date any hazardous waste material or substance or any other underground tank is discovered on, in or under the property, Pickering may elect at his option to cancel and terminate this Agreement by notice to County, in which event Pickering will be entitled to receive a refund of the Earnest Money deposit.
23. **Representation by Agents:** Each of the parties does hereby acknowledge that they have been given ample time and opportunity to submit documents to their attorneys and/or CPA for approval and determination of its adequacy for protection of their legal rights. No representation is made by the real estate agencies to the legal sufficiency, legal tax effect or tax consequences of this transaction at the discretion of the taxing authority.
24. **Agreement As Offered:** The execution of this Agreement by Pickering or his agent or representative constitute an offer to purchase the property. Unless accepted by the County on or before MAR 15, 1995, this offer will automatically be revoked and deemed null and void and of no further effect.
25. This offer is subject to approval by Multnomah County Board of Commissioners.
26. **Foreign Investment and Real Estate Property Tax:** Provisions under this Act do not apply, since seller is a municipality within the State of Oregon. Accepted and agreed by the authorized person whose signature is affixed below on the dates noted.

AGREED AND ACCEPTED:

Curtis Pickering, Purchaser

By: Curtis J. Pickering

Date: 28 Feb 95

Address: 9200 SW OAK

TIGARD, OR 97273

AGREED AND ACCEPTED:

As Agent for Multnomah County, Seller

By: _____

Date: _____

Address: _____

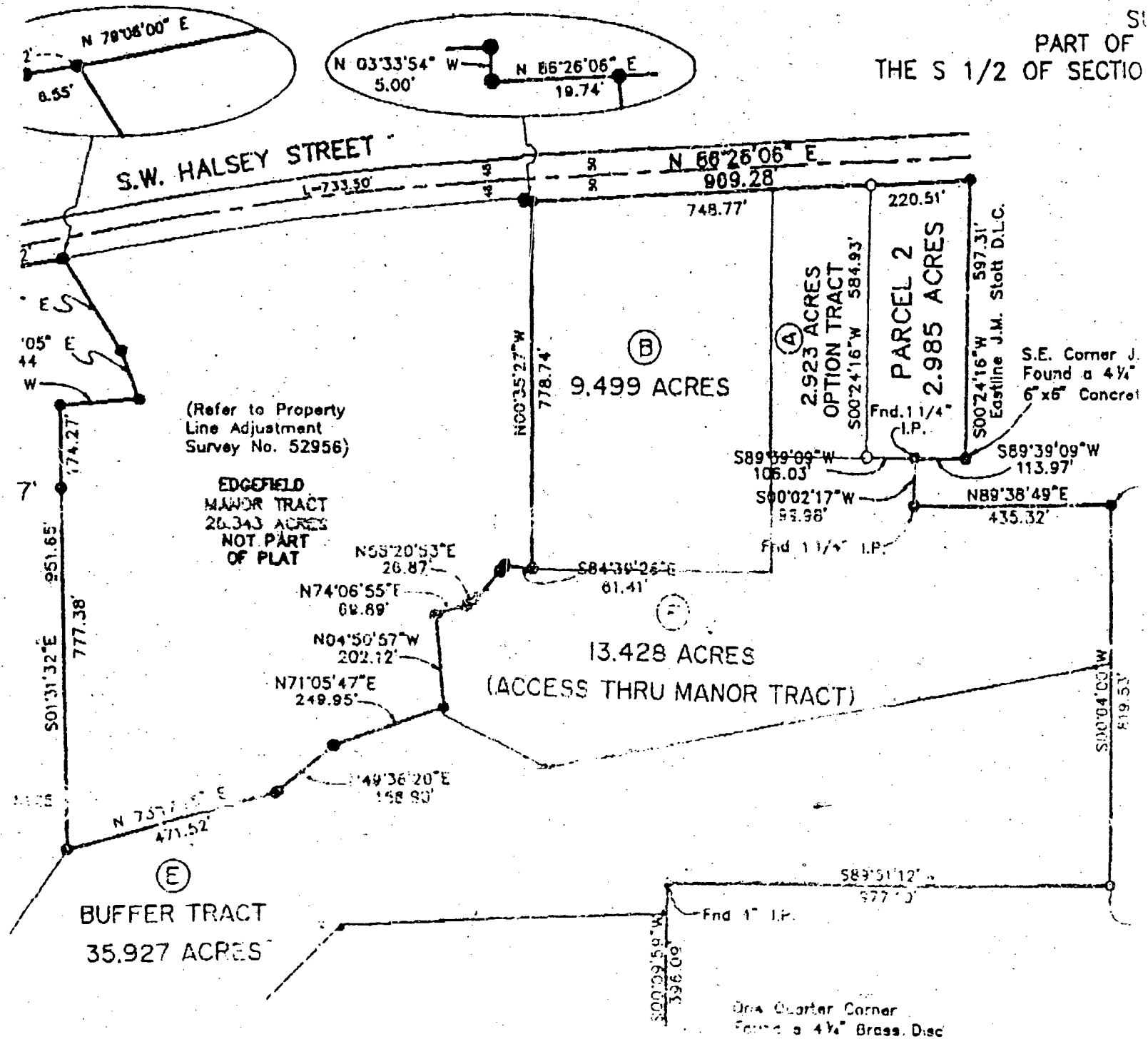
MJT/crf
oregon.mjt

REVIEWED
By: [Signature]
MULTNOMAH COUNTY COUNCIL

17 8 28

PART OF
THE S 1/2 OF SECTION

Exhibit B



BUDGET MODIFICATION NO. NOND 5(For Clerk's Use) Meeting Date MARCH 16, 1995Agenda No. R-41. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____
(Date)DEPARTMENT Office of Emergency Management DIVISION _____
CONTACT Penny Malmquist TELEPHONE 251-2466
*NAME (s) OF PERSON MAKING PRESENTATION TO BOARD Penny Malmquist

SUGGESTED

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

Approval to increase Office of Emergency Management funding by \$4,489.53 to reflect actual revenue funds allocated by Oregon Emergency Management.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
-
- [] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification increases revenue funds to the Emergency Management Program. The end of year allocation payments are received through the Federal Emergency Management Assistance Program via Oregon State Police, Emergency Management.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Revenues will be increased by \$4,489.53 due to end of year EMA funds received.

4. CONTINGENCY STATUS (to be completed by Finance/budget)

_____ Contingency before this modification (as of _____)

(Specify Fund)

(Date)

After this modification

\$

\$

MULTI-COUNTY
CLERK OF
1995 MAR - 7 AM 9:34
OREGON

Originated by <u>Penny Malmquist</u>	Date <u>2/17/95</u>	Department Manager <u>[Signature]</u>	Date <u>2/22/95</u>
Budget Analyst <u>[Signature]</u>	Date <u>3-6-95</u>	Personnel Analyst	Date
Board Approval <u>[Signature]</u>			Date <u>3/16/95</u>

NOND 5

EXPENDITURE

TRANSACTION EB {} GM {} TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1995 _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901			5300	0	2568.50	+2568.50		Overtime
		156	050	6901			6180	1,000.00	1,525.00	+525.00		Repairs and Maintenance
		156	050	6901			6230	6975.00	8,329.03	+1354.03		Supplies
		156	050	6901			7300	0	42.00	+42.00		Motor Pool
TOTAL EXPENDITURE CHANGE										+ 4,489.53		

REVENUE

TRANSACTION EB {} GM {} TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1995 _____

Document Number	Action	Fund	Agency	Organization	Revenue Source	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901	2074			57,000	61,489.53	+4,489.53		End of Year EMA payment.
TOTAL REVENUE CHANGE										+4,489.53		TOTAL REVENUE CHANGE

BUDGET MODIFICATION NO. NOND #8

(For Clerk's Use) Meeting Date MAR 16 1995

Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____
(Date)

DEPARTMENT Office of Emergency Management DIVISION _____
CONTACT Penny Malmquist TELEPHONE 251-2466
*NAME (s) OF PERSON MAKING PRESENTATION TO BOARD Penny Malmquist

SUGGESTED

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

Approval to increase Office of Emergency Management funding by \$4,704.30 to reflect actual revenue funds allocated by Oregon Emergency Management.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification increases revenue funds to the Emergency Management Program. The supplemental payment was received through the Federal Emergency Management Assistance Program via Oregon State Police, Emergency Management.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)
Revenues will be increase by \$4,704.30 due to supplemental EMA funds received.

4. CONTINGENCY STATUS (to be completed by Finance/budget)
_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated by <u>Penny Malmquist</u> Date <u>2/24/95</u>	Department Manager _____ Date _____
Budget Analyst <u>Wing Hays</u> Date <u>3-8-95</u>	Personnel Analyst _____ Date _____
Board Approval <u>Wendy Hays</u>	Date <u>3/16/95</u>

EXPENDITURE

TRANSACTION EB {} GM {} TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1995 _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901			5300	0	\$1000.00	+1000.00		Overtime
		156	050	6901			6230	6975.00	\$10,679.30	+3704.30		Supplies
TOTAL EXPENDITURE CHANGE										+4704.30		

REVENUE

TRANSACTION EB {} GM {} TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Revenue Source	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901	2074			\$57,000	61,704.30	+4,704.30		EMA Supplemental Payment
TOTAL REVENUE CHANGE										+4,704.30		TOTAL REVENUE CHANGE

BUDGET MODIFICATION NO.

NOND #7(For Clerk's Use) Meeting Date
Agenda No.MAR 16 1995R-Co

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT NondepartmentalDIVISION District 4CONTACT Robert TrachtenbergTELEPHONE X 5213

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Commissioner Sharron Kelley

SUGGESTED

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

This budget modification requests to move \$7,500 from Personal Services to Capital Outlay and Materials and Supplies for computers and related items.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

 Personnel changes are shown in detail on the attached sheet

This modification moves \$7,500 from Personal Services to Materials and Supplies and Capital Outlay to upgrade two 286 PC's. It will also allow for software and wiring other computer related items.

This modification does not increase the overall appropriation to District 4's budget.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

NA Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification

Originated By <i>Walt Zund</i>	Date <i>3/9/95</i>	Department Director <i>Sharron Kelley</i>	Date <i>3/09/95</i>
Plan/Budget Analyst <i>Angie Hany</i>	Date <i>3/9/95</i>	Employee Services	Date
Board Approval <i>Deborah C. Bogsted</i>	Date <i>3/10/95</i>		

1995 MAR - 9 PM 2:16
CLERK OF
JUDICIAL DEPARTMENT
MULTNOMAH COUNTY
OREGON

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

[illegible]

TRANSACTION RB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

TO: Board of County Commissioners
FROM: Commissioner Sharron Kelley
RE: Budget Modification for District Four Office
DATE: March 9, 1995
AGENDA DATE: March 16, 1995

I. Recommendation/Action Requested

Approval of budget modification.

II. Background/Analysis

Allocates vacancy, personnel savings with District Four office budget for computer purchases and computer-related expenses. No impact on contingency.

III. Financial Impact

No impact on contingency or overall increase to District Four budget.

IV. Legal Issues

None.

V. Controversial Issues

None.

VI. Link to Current County Policies

Utilization of vacancy savings to funding of equipment improvements will enable office to remain within constraint for next year.

VII. Citizen Participation

n/a

VIII. Other Government Participation

n/a

MEETING DATE: March 16, 1995
AGENDA NO: R-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Reaffirming Support for the South/North Light Rail Project

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 16, 1995
Amount of Time Needed: 10 min.

DEPARTMENT: Non-departmental DIVISION: District 3

CONTACT: Stuart Farmer TELEPHONE #: 248-5217
BLDG. / ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

ACTION REQUESTED:

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

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

In the Matter of Reaffirming the County's support for the South/North Light Rail Project and committing to working with regional partners and citizens to make the project a reality.

3/16/95 copies to Commissioner Collier's office

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR - 9 AM 11:06

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

STAFF REPORT SUPPLEMENTAL

TO: Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: March 9, 1995

SUBJECT: Regarding Reaffirming Support for the South/North Light Rail Project

REQUESTED PLACEMENT DATE: March 16, 1995

I. Recommendation/Action Requested:

Approval of resolution reaffirming the County's support for the South/North Light Rail Project and committing to working with regional partners and citizens to make the project a reality.

II. Background/Analysis:

On August 4, 1994 the Multnomah County Board of Commissioners unanimously passed a resolution declaring support for Tri-Met referral of General Obligation Bonds for South/North MAX the first part of a multi-year vision to address the region's transportation needs.

III. Fiscal Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

On August 4, 1994 the Multnomah County Board of Commissioners unanimously passed a resolution declaring support for Tri-Met referral of General Obligation Bonds for South/North MAX the first part of a multi-year vision to address the region's transportation needs

VII. Citizen Participation:

The South/North Project has been discussed at dozens of open meetings along the corridor sponsored by Metro as a part of the federal requirements for a project of this nature. In addition, the Tri Met Board, City of Portland and several other jurisdictions in the region scheduled public hearings and passed resolutions supporting the ballot measure that would finance the local match for the project. In November 1994, the region's voters approved the measure by a 63.5% margin granting the general obligation bonds necessary to construct the project.

VIII. Other Government Participation:

In addition to support by Metro, Tri Met, the City of Portland and Multnomah County, the Joint Policy Advisory Committee on Transportation, made up of representatives from all three counties and all cities located within the urban growth boundary, the project has been actively supported by the Port of Portland, the Oregon Department of Transportation, the Department of Environmental Quality as a top regional priority.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Reaffirming the County's support)
for the South/North Light Rail Project and)
committing to working with regional partners and)
citizens to make the project a reality)

RESOLUTION
95-51

WHEREAS, the mobility and livability of the growing Portland region is dependent on our ability to create a community that provides cost-effective, environmentally friendly, safe and convenient transportation system; and

WHEREAS, one of the best tools the Portland region has for providing such a system and managing growth is by the construction of a regional light rail system; and

WHEREAS, Multnomah County along with citizens and other jurisdictional partners in the Portland region have undertaken a five-year planning effort to determine the feasibility, route, and cost-effectiveness of a South/North rail line from Clackamas County, Oregon to Clark County, Washington; and

WHEREAS, in the process of planning for the South/North rail line the regional jurisdictions have worked with thousands of citizens through public meetings, rail advisory committees and annual Regional Rail Summits; and

WHEREAS, through the planning process the most cost-effective route for the South/North light rail was determined to run from Clackamas County, Oregon to Clark County, Washington; and

WHEREAS, in November 1994 voters in the Portland metropolitan region overwhelmingly approved the authorization of \$475 million in general obligation bonds to finance the Oregon regional share for the South/North light rail line; and

THEREFORE, BE IT RESOLVED that Multnomah County reaffirms its support for the South/North light rail project; and

BE IT FURTHER RESOLVED, that Multnomah County commits to working with Clackamas County, Clark County, the City of Milwaukee, the City of Portland, the Oregon Department of Transportation, Metro, Tri-Met, C-Trans, the Washington Department of Transportation, the City of Vancouver, other regional partners and the citizens of this region to make the South/North light rail project a reality.

APPROVED this 16th day of March, 1995.



Lawrence Kressel, County Counsel
for Multnomah County, Oregon

by Matthew O. Ryan
Matthew O. Ryan, Deputy

MULTNOMAH COUNTY, OREGON

by Beverly Stein
Beverly Stein, Chair

TRANSPORTATION: WHY IT IS IMPORTANT NOW

Why should I care about transportation?

We can probably all agree that we want Oregon to be a good place for us, our children, and our grandchildren to live. An important, but often overlooked, part of making Oregon a good place to live is the quality of our transportation system and right now the quality of that system is at risk.

Think about what a quality transportation system means to Oregon. With a good transportation system it is relatively easy for us to get to and from work, to the store, to the doctor, and to recreational opportunities. Businesses can move commerce from place to place without substantial delay. We are able to attract and retain businesses to Oregon because of the strategic advantage provided by our transportation system. If Oregon does not continue to invest in the transportation system, we lose these benefits.

Can't transportation financing wait a few years?

We can wait, but not without cost. Even with no growth in our population and no new commerce, we lack sufficient funds to maintain, preserve and improve our transportation system.

Today, nearly one-third of our roads are rated in poor condition and we know that it costs 4 to 5 times as much to improve a road in poor condition than it does to maintain it in good condition. Beyond that, we have road improvements that people want estimated to cost \$1.2 billion that are not funded.

Airports are strongly linked to a community's economic vitality and they play a critical role in basic services. Communities have struggled for years to make improvements to their airports and important capital intensive repairs or improvements are being abandoned or delayed. These improvements are necessary to avoid limited service or closure of airports that bring tourism, business opportunities, emergency air ambulance, fire suppression and agricultural applications to communities across the state.

Oregonians want more and better public transportation service as an alternative to driving to work and to maintain the independence of senior citizens and disabled people. We need to start to expand and improve service now.

The fact is, we are going to grow. Over the next twenty years, Oregon's population is expected to increase by 1,000,000 - that's the equivalent of nine new Salem's or forty new Bend's. We can't make the transportation investments that will arise from such growth within current revenue authorizations. And, we can't wait until all the new people come to make the improvements.

Our choice today is whether to watch Oregon's transportation system stagnate and fall into decline, or to act now to protect our substantial investment and provide for the needs of businesses and citizens in this state.

It's important for us to live within our existing resources, what makes transportation different?

Transportation spending is an investment. It's not abstract and it does not go into a "black hole." It is directly related to projects sought in every part of the state.

Transportation is an essential driver and facilitator of economic growth. It is also a key factor for assuring that economic growth occurs without impairing Oregonians' quality of life. Oregon risks the loss of business opportunities across the state and a decline in our standard of living without additional investment in transportation.

What is the Oregon Department of Transportation doing to make government more efficient and business-like?

Oregon Department of Transportation (ODOT) has restructured and continues to restructure and streamline its operations to save taxpayers' dollars. Redesigning the work processes and computer programs at Driver and Motor Vehicles Services will result in annual savings of \$8 million and reduce staff by 233 positions. The project's goal is faster, more efficient service for Oregonians.

ODOT is also redesigning the process that turns an idea or a request for an improvement into a construction project. The goal is to shorten the time and effort required to design a project, buy the right-of-way, put the project out for bid.

ODOT is also working with city and county road departments to set up joint maintenance facilities and share equipment.

Improvements in the way we do business are being made, and will continue to be made, regardless of the outcome on the 1995 transportation finance proposal. Cumulatively, they may amount to \$15 million, about the amount of money raised by a one cent per gallon gas tax.

The fact remains that more cars and trucks choke and wear down the roads, old railroad and port can't handle modern commerce, airport runways deteriorate, buses wear out and need to be replaced, and bridges may be damaged by strong earthquakes. To promote economic vitality and livability, additional funding is needed for the transportation system.

Transportation: The Need

Unmet needs for Oregon's transportation system have been identified through the Oregon Roads Finance Study and the Oregon Transportation Plan process. Unmet transportation needs are identified below. Unmet need is defined as identified needs for which no funding is budgeted.

Roads and Bridges

Pertinent Facts:

- Total Mileage: 30,375 miles of paved roads, nearly one-third need repair.
- Total Bridges: 6,928; 785 bridges are in need of basic structural repair and 3,500 - 4,000 bridges need strengthening to withstand earthquakes.
- Currently, 27 percent, or about 8,200 miles, of Oregon's roads are rated in poor condition. Without increased funding, 37%, another 3,000 miles, will be rated in poor condition by 2012.
- Every dollar spent maintaining the road surface today, means we avoid the need to spend \$4-5 dollars on failed road beds in the future.
- Oregon has a much greater risk of earthquakes than previously known. Geologists estimate that Oregon has a one in five to one in ten probability of a major quake within the next 50 years.

Unmet Need: \$4.7 billion over six years; includes \$1.2 billion for seismic retrofitting of bridges.

Public Transportation

Pertinent Facts:

- Every county in Oregon is served by some form of public transportation or special transportation. The state has 232 organizations providing community transportation service in Oregon.
- In 1993, Oregonians made approximately 72.3 million trips on public and special transportation. 15 million of the trips are made on public and special transportation outside the Portland metropolitan area.

Unmet Need: \$916.5 million over six years; includes transit, special public transit and light rail need.

Aviation

Pertinent Facts:

- Due to a lack of matching funds, Oregon is currently unable to attract available federal funding for the improvement of airports within this state.
- A \$7 million investment by the state over the next biennium could attract as much as \$60 million in federal funds for the improvement of airports.
- Without critically necessary improvements such as runway rehabilitation, numerous small and rural airports in Oregon are at risk of closure or limited service, taking away tourism and business opportunities and jeopardizing emergency air ambulance service, fire suppression and agricultural applications.

Unmet Need: \$156.3 million over four years; includes needs at all public airports.

Ports

Pertinent Facts:

- Port barge, marine cargo and air operations handle the bulk of Oregon's \$12 billion in annual international trade.
- Oregon's twenty-two coastal and river ports are directly responsible for generating over 5,000 jobs in Oregon. The Port of Portland activities generate 17,000 direct jobs.
- Port investments will allow ports to take advantage of market-driven opportunities and sustain today's level of commerce.
- Regional economic development impacts from coastal and river port activities approach \$470 million annually; Port of Portland activities, felt throughout the state generate nearly \$3 billion in business revenues each year.

Unmet Need: \$200 million over four years; includes landside facilities as well as dredging and rail needs.

High Speed Rail

Pertinent Facts:

- The Northwest High Speed Corridor runs 464 miles from Vancouver, BC to Eugene, Oregon.
- Over the next twenty years, demand for intercity travel within the corridor is expected to increase by 75 percent.
- Improved rail services have a lower cost per passenger mile (2 cents per mile) than any other transportation mode. Over the entire corridor, the rail corridor improvements will cost \$3-5 million per mile versus highway improvements costing more than \$20 million per mile.

Unmet Need: \$228.2 million over four years.

Rail

Pertinent Facts:

- In 1994, fifty-four million tons of freight was moved on rail lines in Oregon. Freight shipped by rail in Oregon is equivalent to 1.4 million loaded trucks.
- Oregon has approximately 2,600 miles of line rail almost half of which are shortline railroads. Fifty-three percent of Oregon's rail shippers are located on shortline railroads.
- Most of Oregon's shortline rail lines are in poor condition and 67 percent of the low-density railroad mileage in Oregon is only capable of being operated at speeds of 10 mph or less.
- Loss or deterioration of Oregon's shortline capacity will have the greatest impact in Oregon's less populated communities and natural resource economies where industry is heavily reliant on the lines for product shipment to distant markets such as the midwest and east coast.
- Oregon's rail traffic increased 28 percent between 1986 and 1992 with 13 percent in intermodal 1993-94. Growth by the year 2000 is expected to be 27 percent.

Unmet Need: \$26 million over four years.

TRANSPORTATION FINANCE PACKAGE ACTION PLAN

Each County Court and Board of Commissioners is urged to do the following:

1. Adopt the enclosed resolution indicating your support for the Transportation Finance Package at the earliest possible time. Send a copy of the adopted resolution to your legislators.
2. Encourage the business groups in your community to approve the resolution-- Chambers of Commerce, Economic Development Commissions, et cetera.
3. Make the effort to speak to your Senators and Representatives in person to convey your Court or Board's support of the package.

You should find the following enclosures useful and informative in carrying out this request:

1. Sample resolution in support of the Transportation Package
2. Summary of the Special County/Special City Programs
3. Transportation information packet explaining the need for and benefit of the Transportation Package.
4. Revenue significance of the Package to your county and the significance to all cities and counties.
5. Copy of a letter from Transportation Commission Chair Henry Hewitt to Governor John Kitzhaber describing the development and importance of the Transportation Finance Package.

Special County/Special City Program

The 1995 Transportation Finance Package includes additional financing for the counties receiving the fewest road fund dollars in Oregon and for cities with less than 5,000 population.

Special County Program:

- Establishes a permanent program to insure that counties with the lowest allocation of dedicated highway funds receive at \$550,000 in the first year and increasing to \$600,000 in the second full year of funding. The allocation formula will be developed by the counties in cooperation with ODOT.
- Current special counties program allocates \$500,000 per year from the counties' share of the State Highway Fund to the counties with the lowest amount of federal and state dedicated revenues per mile of county arterial and collector roads. This law is scheduled to sunset on December 31, 1995.

Special City Program:

- Program is currently \$1 million per year. Cities apply for grants of up to \$25,000 for road and bridge projects.
- Currently, the Small City Grant Program can fund 40 projects per year; the program receives approximately 80 project requests per year.
- Under the 1995 Legislative proposal the small city grant program will be increase by half a million dollars per year.

Proposed Oregon Transportation Finance Package

The Oregon Transportation Finance Committee is a group of Oregonians made up of representatives from the Association of Oregon Counties, the League of Oregon Cities, the Oregon Department of Transportation, the Oregon Public Ports Association and the Oregon Transit Association.

The Committee has worked since the end of the last legislative session to put together a comprehensive transportation finance package for the 1995 Legislature that has a broad base of support. It would only fund the state's highest priority needs.

Input from consumers, providers and interest groups across the state has been incorporated into the funding package that follows.

Highlights

- Increases the state gas tax to fund critical road and bridge maintenance, safety and capital improvement projects.
- Fifty-percent of the new gas tax fees will go directly to cities and counties for local road and bridge projects.
- Provides a stable source of funding for public and special transportation in every county in the state.
- Amends the Oregon Constitution to allow flexibility in the way fees on the use or ownership of the automobile can be used.
- Funds critical aviation, freight, rail, and passenger improvements linked to economic development through a balanced statewide lottery request.

Benefits

- 55% of the package funds maintenance, preservation and improvement of roads & bridges, including strengthening of bridges to withstand earthquakes.
- 25% of the package funds public and special transportation.
- 20% of the package funds aviation, freight and rail projects.

Costs

- 2-cent increase in the state gas tax in each of two years for roads and bridges.
- 2-cent gas tax increase in each of two years to strengthen Oregon bridges against earthquakes.
- \$20 increase in the passenger vehicle registration for public transportation.
- The package would cost the average Oregon driver less than \$6 per month.

February 6, 1995 (Revised)

Package Elements

REVENUE PACKAGE:

Roads and Bridges:

- A 2-cent gas tax increase (January 1996 and 1997) raises \$71 million per year when fully implemented. The priority road and bridge needs that are unfunded in the next twenty years total \$19.2 billion.
- Will fund high-priority road and bridge maintenance and construction projects.
- Will fund high-priority "freight mobility projects" linked to expanded commerce.
- Fifty-percent of the new dollars collected are passed through directly to cities and counties for local road and bridge maintenance and improvements.

Earthquake Retrofit for Bridges:

- A 2-cent gas tax increase (January 1996 and 1997) for seismic retrofit raises \$67 million per year. The estimate for retrofitting Oregon's bridges is \$1.2 billion.
- Will finance strengthening Oregon bridges against earthquakes.
- Will retrofit bridges connecting lifeline routes and routes critical to commerce.

Public and Special Transportation:

- \$20 annual increase in passenger vehicle registration fee raises \$61 million annually.
- Constitutional amendment to allow fees on the use of the automobile to be used for public transportation.
- Funding distributed to counties and transit and transportation districts for public transportation and special transportation for citizens who are elderly and disabled. Dollars may also be used for roads if public transportation needs are met.

LOTTERY PACKAGE:

Airport Improvements:

- \$7 million lottery request leverages up to \$62 million in federal funds.
- Funds expansion and improvement of rural and urban airports.
- Projects selected for regional balance.

Freight Mobility Improvements:

- \$38 million lottery request leverages up to \$10 million in federal funds.
- Funds rail, road and port projects that improve commercial links.
- Projects selected for regional balance.

High Speed Rail, Light Rail and Other Passenger Improvements:

- \$52 million lottery request leverages up to \$80 million in federal funds.
- Funds track, terminal and service improvements for rail and intercity bus service; planning for South/North light rail; capital replacement for public transportation.

February 6, 1995 (Revised)

Transportation Finance Package - Multnomah County

Roads & Bridges: (2 cents increase 1/96 & 1/97) Additional Annual Revenue at Full Implementation

Multnomah County	\$3,376,781
Fairview	\$25,996
Gresham	\$518,701
Maywood Park	\$5,422
Portland	\$3,441,256
Troutdale	\$72,948
Wood Village	<u>\$20,505</u>
Total	\$7,461,608

Bridge Seismic Program: (2 cents in 1/96 & 1/97) State, County, City Bridges Selected by Oregon Transportation Commission for State Transportation Improvement Program

Public Transportation: (\$20 annual registration fee) Additional Annual Revenue at Full Implementation (for public transportation, including transportation for the elderly and disabled)

Multnomah County	
Tri-Met	\$7,958,544
Unincorporated	\$507,992
Incentive	<u>\$940,726</u>
Total	\$9,407,262

Transportation Lottery Proposal: 95-97 Biennium

Aeronautics (Portland International, Troutdale)	\$1,473,100
Rail Freight - Rivergate	\$6,000,000
Marine Navigation - Channel deepening study	
Freight Mobility	competitive grant program
Ports Capital Development Fund	competitive grant program
South/North Light Rail	\$1,500,000
Public Transportation - Vehicle Replacement	competitive grant program
High Speed Rail	\$5,437,000

Transportation Finance Package - Statewide Summary

Roads & Bridges: (2 cents increase 1/96 & 1/97) Additional Annual Revenue at Full Implementation

Statewide Summary	
Counties	\$20,359,078
Cities	<u>\$13,604,133</u>
Total	\$33,963,211

Bridge Seismic Program: (2 cents in 1/96 & 1/97) State, County, City Bridges Selected by Oregon Transportation Commission for State Transportation Improvement Program

Public Transportation: (\$20 annual registration fee) Additional Annual Revenue at Full Implementation (for public transportation, including transportation for the elderly and disabled)

Statewide Summary	
Districts & Fixed Route Transit	\$30,784,530
Cities	\$8,184,959
Counties (Unincorporated Area)	\$13,185,511
Incentive	\$5,795,000
Oregon DOT for Statewide Programs	<u>\$3,050,000</u>
Total	\$61,000,000

Transportation Lottery Proposal: 95-97 Biennium

Aeronautics - Match for FAA grants	\$6,657,590
plus Non-federal projects	\$342,410
Rail Freight	\$12,220,000
Marine Navigation Improvement Fund	\$2,272,569
Freight Mobility - selected projects	\$8,450,000
plus grant program	\$7,500,000
Ports Capital Development Fund	\$7,500,000
Intermodal Passenger Terminals	\$3,550,000
South/North Light Rail	\$3,000,000
Public Transportation - TDM	\$4,823,000
plus Vehicle Replacement	\$11,020,000
High Speed Rail	\$28,900,000
Highway Program	<u>\$500,000</u>
Total	\$96,735,569

COMPARISON OF AUTOMOBILE-RELATED TAXES

Tax	Oregon			Bordering States				Other Western States	
				Washington	California	Idaho	Nevada	Arizona	Montana
	Current	OTFC Proposal	Total 1997						
Gas Tax	24.0 cents	8.0 cents	32.0 cents	27.8 cents*	24.8 cents*	21.0 cents	30.0 cents*	18.0 cents	27.0 cents
Registration Fee	\$15/year	\$20/year	\$35/year	\$36/year	\$29/year	\$27/year	\$33/year	\$20/year	\$16/year
(Tax Equivalent Cents/Gallon)**	(2.6 cents)	(3.4 cents)	(6.0 cents)	(6.2 cents)	(5.0 cents)	(4.6 cents)	(5.7 cents)	(3.4 cents)	(2.8 cents)
Average Personal Property Taxes on Automobiles	0	0	0	\$165/year	\$143/year	0	\$76/year	\$103/year	\$136/year
(Tax Equivalent Cents/Gallon)**	0	0	0	(28.4 cents)	(24.6 cents)	0	(13.1 cents)	(17.7 cents)	(23.4 cents)
Prorated Automobile Sales Tax***	0	0	0	\$177/year	\$177/year	\$115/year	\$160/year	\$149/year	0
(Tax Equivalent Cents/Gallon)**	0	0	0	(30.4 cents)	(30.4 cents)	(19.8 cents)	(27.5 cents)	(25.6 cents)	0
TOTAL EQUIVALENT CENTS PER GALLON	26.6 cents	11.4 cents	38.0 cents	92.8 cents	84.8 cents	45.4 cents	76.3 cents	64.7 cents	53.2 cents

* California and Washington includes sales tax; Nevada includes average local option tax.

** Calculated using 581 average gallons per year.

*** Prorated over eight years.

Source: Oregon Department of Transportation, Auto/Truck Section

February 6, 1995

Oregon Transportation Finance Committee Lottery Proposal

	OTFC 1995-97 Proposal	Governor's 1995-97 Recommended Budget	OTFC 1995-97 Recommendation
Aeronautics	\$ 7,000,000		\$ 7,000,000
Rail Freight	12,220,000		12,220,000
Marine Navigation Improvement (Economic Development Dept.)	2,272,569	2,272,569	0
Freight Mobility Program	15,950,000		15,950,000
Ports Capital Development Fund (Economic Development Dept.)	7,500,000		7,500,000
Intermodal Passenger Terminals	3,550,000		3,550,000
South/North LRT	3,000,000	3,000,000	0
Public Transportation	15,843,000		15,843,000
High Speed Rail	28,900,000	5,284,550	23,615,450
Highway Program	500,000		500,000
Total - Dept. of Transportation	86,963,000	8,284,550	78,678,450
Total - Economic Dev. Dept.	<u>9,772,569</u>	<u>2,272,569</u>	<u>7,500,000</u>
Total	\$ 96,735,569	\$ 10,557,119	\$ 86,178,450

February 9, 1995

December 19, 1994

FILE CODE:

HHH
(503) 294-9613

Governor-Elect John A. Kitzhaber
Transition Office
354 State Capitol
Salem, OR 97310

Dear John:

Before the agenda for your administration and the 1995 Legislative Session are finalized, I would like to have the opportunity to meet with you to discuss the state's transportation needs. Transportation infrastructure is one of the essential drivers and facilitators for economic growth. It is also the key factor for assuring that economic growth occurs without impairing the quality of life considered essential by most Oregonians. Nevertheless, transportation seems far down the list of issues that will be addressed by the Legislature.

"Transportation" may not have been specifically mentioned as a top concern by voters in issue polling in connection with the last election. Yet, most Oregonians list livability and growth management among their highest concerns for the state. Livability and growth management mean transportation systems that work. If we do not improve current funding levels for transportation, we will have unacceptable congestion and inadequate transportation systems in many communities throughout the state. The state's political leadership should broadly support the funding improvements required to avoid the course that we are on: growth without adequate transportation systems.

In the ten months since I became Chair of the Oregon Transportation Commission, I have traveled throughout the state to listen and discuss transportation. Early in 1994 we cut about \$400 million of projects out of our 1995-98 construction budget. An additional \$584 million of projects were deleted from the four-year development budget. Needless to say, we were not popular anywhere in the state.



Although there are places I have not yet been, I have developed two distinct conclusions. First, everyone believes none of their projects are being built and all of the money is being spent somewhere else, probably in Portland. The truth is that important projects are being built, and the geographic distribution around the state is pretty good. By far the largest highway construction project in the state over the next four years is the improvement of Highway 97 through Bend (the Bend Parkway). This is an important project to the entire state on a congested freight and passenger highway. Other highway projects important for passenger and freight mobility scheduled for construction over the next four years are listed on an attached schedule.

The second conclusion that I have reached is that there are important unfunded transportation needs everywhere in the state. For example, at current transportation funding levels, there is no funding in the 1995-98 State Transportation Improvement Program for the following transportation problems (among others):

- Medford Crater Lake Highway congestion and Jacksonville Highway/I-5 connector.
- Chenoweth interchange on I-84 to support the proposed tourist interpretive center to be constructed in 1996-97.
- I-5/217 interchange where unacceptable congestion is constant.
- I-205/Sunnyside Road interchange and Sunrise Corridor improvements.
- Highway 18 through Newburg and Dundee where gridlock is frequent and communities are being strangled by congestion.
- Highway 20 from Eddyville to Pioneer Mountain where the highway is fundamentally unsafe and the location of frequent serious or fatal accidents.
- Wilsonville interchange on I-5 where increased passenger and commercial traffic has surpassed the capacity of the current facility.

December 19, 1994

Page 3

- North/South traffic movement in Washington County where economic growth and population growth have driven congestion to unacceptable levels.
- Improvements in Columbia Boulevard Corridors where freight traffic growth has exceeded the current Highway capacity.
- Improvements along Highway 101 from Astoria to Coos Bay where traffic exceeds capacity and congestion and safety issues are increasing.
- Highway 97 through Redmond where freight, commercial and passenger vehicle traffic are all increasing at a rapid rate.

These and other important projects will not be addressed in the timeframe when improvements are needed at current transportation funding levels. One reason for the shortfall is the continuing funding priority to maintain and preserve the highway system at an acceptable level of quality. As a result, a decreasing portion of the transportation budget (in both absolute and percentage terms) is available for modernization and capacity enhancement projects. ODOT currently estimates that with current funding levels, its annual modernization budget will continue to decline. Accordingly, additional funding is not abstract and will not go into a black hole. It is directly related to projects sought in every part of the state.

The projects described above focus primarily on passenger and truck freight mobility issues. The state has other equally important transportation and transportation funding issues that it must address, including operating funds for public and special transportation agencies, rail freight mobility, high speed rail in the I-5 Corridor, port access, rural and small commercial airport development, farm to market access and continued development of the light rail system in the Portland Metropolitan area. The transportation system must be multimodal and it must be balanced; it will be impossible to accommodate our transportation needs if we depend solely on roads and highways. Alternative mode initiatives expand the life and capacity of our highway system. The transportation issues associated with improved funding relate to growth and livability in Oregon.

As if transportation issues weren't difficult enough, we have recently become aware of the significant seismic risk in Oregon and the threat it poses for our bridge and lifeline infrastructure. An entire briefing is warranted from DOGAMI regarding this issue. Suffice it to say, it is real. We understand that the question is not whether we are going to have a major earthquake, the question is when. It will be a big one, of the size that Oregon has historically experienced every several hundred years. Although the timing is uncertain, the geologic experts tell us that the time to get ready is now. It could happen any time. The cost estimate for the needed improvements is approximately \$1.3 billion. ODOT views the seismic risk seriously and believes that substantial funds should be devoted to retrofitting bridges that were not designed or built to address the risk we now face. Maintaining the integrity of Oregon bridges would protect lives, enable emergency response and protect our economic infrastructure. Failure to do so places people and our economic viability in unacceptable risk. The cost after the fact would be immense.

Against this backdrop, Oregonians are underinvesting and only paying modest amounts for their transportation system. A person driving an automobile 20,000 miles in Oregon now pays roughly \$235 per year in gas tax and registration fees. It's a bargain. It cost me more than that recently to fly from Portland to Coos Bay and back. The Oregon gas tax and registration fee amounts to approximately 27 cents per gallon. That corresponds to vehicle-related fees and taxes in California and Washington of approximately 76 cents per gallon and 74 cents per gallon, respectively. At the same time, the current Oregon gas tax at 24 cents per gallon is less in inflation-adjusted dollars than the gas tax of 7 cents was in 1971. With improved fuel efficiency in most vehicles, the cost per mile is substantially less than it was in 1971.

I wouldn't want to create the impression that ODOT believes that increased funding should be the sole solution for meeting the needs of the transportation system. We are committed to cost reduction and downsizing that will increase the portion of our budget available for transportation projects. During the past three years the ODOT work force has been reduced by approximately 500 people. During the same period, approximately 250 management positions were eliminated. Initiatives are underway to continue our efforts to do more with less. A current project to "reengineer" project development activities within ODOT has established a \$15-million annual cost savings goal. I have written to you a

separate letter regarding ODOT's successes at downsizing and cost reduction and its proposal for a new government model.

ODOT has worked the past year with transportation agencies and cities and counties throughout the state to develop a transportation finance package to address the issues I have described above. This effort has been led by the Transportation Finance Policy Committee made up of representatives of governments and transportation providers from around the state. The committee is chaired by Fred Miller. The committee worked extensively with transportation users and business representatives to design a balanced package to address the transportation needs of the state. Transportation providers and users understand the needs. In relation to the needs, the package is modest. It does not solve the transportation funding problem. The package addresses rural, urban, passenger and freight needs and all transportation modes. It was designed to have broad-based support and success in the 1995 Legislative session.

I have enclosed an outline of the proposed funding package. The following is a summary:

Roads and Bridges. A gas tax increase (2 cents in 1996 and 1997) for roads and bridge projects. One half of this amount would be distributed to cities and counties for local projects. The increase is desperately needed by the cities and counties, as well as the state.

Seismic Retrofit for Bridges. A gas tax increase (2 cents in 1996 and 1997) for bridge retrofit to address the earthquake risk to our transportation infrastructure. The funds would be used to improve state, city and county bridges.

Public and Special Transportation. A \$20 annual registration fee increase for passenger vehicles would be devoted to public transportation needs. The funds would be distributed to cities, counties and transit districts. A constitutional amendment would be referred to the voters to permit use of registration fees for public transportation.

Lottery Fund/Transportation Infrastructure. Transportation is one of the essential drivers for economic development. It is also critical to assuring that growth occurs without the congestion, air quality and other adverse consequences common in many areas of the country. Accordingly, the finance package proposes that \$50 million of lottery funds

December 19, 1994
Page 6

be dedicated annually to transportation infrastructure investment. The following projects are among those included in the lottery fund proposal for the next biennium:

- Aeronautics funding for rural and small commercial airports throughout the state.
- High speed rail improvements in the Willamette Valley corridor between Eugene and the Columbia River.
- Freight mobility projects, including the redevelopment of the Medco Haul road in Medford and the Rail Freight Bridge in Coos Bay.
- Port access projects.
- Initial state funding for the South/North light rail project.

The lottery fund package has been developed to achieve mode and regional balance and to leverage additional federal funding.

Over the next two years, ODOT intends to develop a plan for transportation funding for the next twenty years (tolls, public-private partnerships, weight mile for cars, system user fees, reduced dependence on fossil fuels and gas tax, etc.) In the meantime, the transportation finance package is extremely important to the State of Oregon. It is needed now. Although "no new taxes" is an easy place to be today, the transportation needs of the state and improved funding simply must be addressed. I strongly urge you to support the package and to include the lottery fund proposal from the package in your budget. I also urge you to work with the Legislative leadership to assure Legislative support and passage of the package in the form proposed. I look forward to talking with you about these issues at your convenience.

Very truly yours,



Henry H. Hewitt

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

In the Matter of Affirming the County's support)
for the Oregon Transportation Finance Committee's)
recommendations to the 1995 Oregon Legislature)

RESOLUTION

95-52

WHEREAS, a continued investment in Oregon's transportation system is required to preserve the investment we have already made in our roads and bridges; and

WHEREAS, improvements to the transportation system are critical to the state's ability to create new commercial markets and jobs; and

WHEREAS, road and public transportation improvements are primary solutions to reducing traffic congestion and air pollution; and

WHEREAS, the Oregon Transportation Finance Committee representing the Oregon Department of Transportation, the League of Oregon Cities, the Association of Oregon Counties, the Oregon Public Ports Association and the Oregon Transit Association have come together to develop a finance package that:

1. Preserves existing highways and bridges and makes critical earthquake safety improvements; and
2. Improves critical links between Oregon ports, airports, roads and rail facilities; and
3. Makes road and public transportation improvements that decrease traffic congestion and air pollution and improve mobility; and,

WHEREAS, the Committee desires to continue to work with organizations across the state in the development of this package throughout the 1995 Legislative session; and

THEREFORE BE IT RESOLVED, that Multnomah County supports the finance recommendations of the Oregon Transportation Finance Committee and recommends that the 1995 Oregon State Legislature approve:

1. Up to a two-cent increase in state gasoline taxes in each of the next two years for roads and equivalent weight/mile fee on trucks; and
2. Up to a two-cent increase in state gasoline taxes for two years for seismic retrofit of bridges and equivalent weight/mile fee on trucks; and
3. Up to a \$20 annual increase in the passenger vehicle registration fee and constitutional amendment allowing the fee to be used for roads and public transportation; and

4. A lottery appropriation of approximately \$100 million for statewide airport, port, heavy rail and light rail projects.

APPROVED this 16th day of March, 1995.



MULTNOMAH COUNTY, OREGON

by *Beverly Stein*
Beverly Stein, Chair

Lawrence Kressel, County Counsel
for Multnomah County, Oregon

by *John L. DuBay*
John L. DuBay, Chief Deputy

MEETING DATE: MAR 09 1995 MAR 16 1995

AGENDA NO.: C3 R-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

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

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

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

3/20/95 ORIGINALS TO JIM KENNEDY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

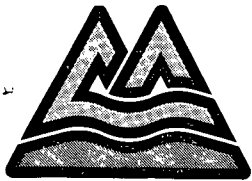
Or

DEPARTMENT MANAGER: Bill Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR - 1 AM 8:28



MULTNOMAH COUNTY OREGON




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

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

MEMORANDUM

TO: Board of County Commissioners

FROM:  Odgaard, Director, Health Department

DATE: February 16, 1995

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

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

VI. Link to Current County Policies: None

VII. Citizen Participation: None

VIII. Other Government Participation: None



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201765

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-8</u> DATE <u>3/16/95</u> <u>DEB BOGSTAD</u> BOARD CLERK REVENUE

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

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

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

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

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

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐Date 2/21/95

Date _____

Date 2/27/95Date March 16, 1995

Date _____

REQUIRED SIGNATURESDepartment Manager Belli OdgaardPurchasing Director _____
(Class II Contracts Only)County Counsel Ratie GatzCounty Chair / Sheriff Jessely BeinContract Administration _____
(Class I, Class II Contracts Only)

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 4-1178

Date: FEBRUARY 9, 1995

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

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

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

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

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

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

AGENCY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County Health Department

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

Federal Tax I.D. # 1-936002309 A2

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

Approved by the Agency:

By: Beverly Stein Title: Multnomah County Chair Date: 3/16/95

Approved by Children's Services Division:

By: _____ Date: _____

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

REVIEWED:

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

By: Katie Gaetjens
Katie Gaetjens, Deputy

Date: 2/27/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 3/16/95
DEB BOGSTAD
BOARD CLERK

SCHEDULE

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

Date: FEBRUARY 9, 1995

SECTION A SERVICES TO BE PERFORMED

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

SECTION B CONSIDERATION

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

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

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

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

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

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

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

2. PAYMENT

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

GENERAL PROVISIONS

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

10. Termination

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

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

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

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

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

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

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

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

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

If the contract is terminated under this paragraph c., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division. The rights and remedies of the Division in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

RECYCLING

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

PROJECT TEAM

Project Description

Introduction:

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

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

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

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

Description of Project

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

Project Team's Principle Objectives

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

Intervention Components

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

1. MULTIDISCIPLINARY COORDINATION

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

The support team consists of the following professionals:

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

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

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

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

2. ENHANCEMENT OF RESPONSE CAPABILITY

EMERGENCY RESPONSE CAPABILITY:

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

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

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

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

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

OUTREACH:

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

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

3. FAMILY UNITY MODEL:

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

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

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

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

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

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

4. COMPREHENSIVE SERVICES

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

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

Expected Outcomes:

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

Regional and National Relevance

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

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

Service Objectives - Project Activities

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

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

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

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

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

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

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

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

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

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

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

Benefits Expected:

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

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

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

Expansion of services to children currently not served.

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

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

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

Target Population

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

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

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

Number of Clients to be Served

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

Service Delivery - Process Description

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

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

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

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

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

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

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

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

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

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

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

Project Team Involvement

Immediate Response Situations:

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

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

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

Non-immediate Response Situations:

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

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

Initial Team Meeting:

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

Ongoing Team Meetings:

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

Site Variation

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

Staffing

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

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

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

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

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

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

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

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

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

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

Collaborative Efforts

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

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

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

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

Evaluation Methodology

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

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

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

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

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

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

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

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

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

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

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

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

1

PLEASE PRINT LEGIBLY!

MEETING DATE 3/16/95

NAME

David Smallwood

ADDRESS

2100 NE Everett St

STREET

PDX

97232

CITY

ZIP

PHONE:

235-0315

I WISH TO SPEAK ON AGENDA ITEM NO.

RP

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 3/16/95

NAME

Tim Ramis

ADDRESS

1727 New Hoyt

STREET

Portland

CITY

97209

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-9

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

MEETING DATE: MAR 1 6 1995

AGENDA NO.: R-9

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 16, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220
BLDG/ROOM #: 160/9TH FLOOR

PERSON(S) MAKING PRESENTATION: BILL COLLINS

ACTION REQUESTED:

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

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

First reading of an ordinance to revise the Ambulance Service Area (ASA) plan for Multnomah County.

The ambulance Service Area establishes a plan to provide efficient and effective provision of ambulance services in the County.

BOARD OF
COUNTY COMMISSIONERS
1995 MAR - 8 PM 3:41
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

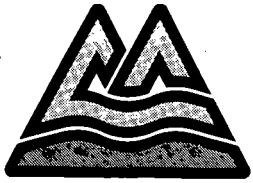
ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Odgers

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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



MULTNOMAH COUNTY OREGON



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

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

TO: Board of County Commissioners

FROM: Bill Odegaard

REQUESTED PLACEMENT DATE: March 16, 1995

DATE: March 8, 1995

SUBJECT: Addendum to the Ambulance Service Area Plan

-
- I. Recommendation/Action Requested: Approval of the revisions to the Ambulance Service Area Plan.
 - II. Background/Analysis: Language in the plan need to be clarified with regard to subcontracting of ambulance services and the evaluation process.
 - III. Financial Impact: None.
 - IV. Legal Issues: A lawsuit has been filed requesting a writ to make the language in the plan and the RFP consistent.
 - V. Controversial Issues: Some parties want the RFP changed to prohibit any subcontracting. We do not agree. The original intent of the plan did not prohibit any or all subcontracting, only such contracts after the award of the RFP.
 - VI. Link to Current County Policies: These revisions will clarify the plan and the RFP.
 - VII. Citizen Participation: There have been many public hearings and meetings over the past two years.
 - VIII. Other Government Participation: None.

ORDINANCE FACT SHEET

Ordinance Title: Adoption of Revision to the Ambulance Service Area Plan

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):

Pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130, each county must have an Ambulance Service Area Plan in effect and filed with the State of Oregon. This ordinance revises the currently approved plan.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

All other counties in the state have in place or are in the process of doing an Ambulance Service Area Plan.

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

The Ambulance Service Area establishes a plan to provide efficient and effective provision of ambulance services in the county.

What is the fiscal impact, if any?

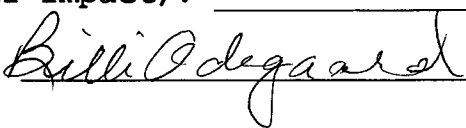
None.

(If space is inadequate, please use other side)

SIGNATURES

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: 

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance to amend the Ambulance Service Plan for Multnomah County adopted by Ordinance No. 789.

(Shaded Language is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

A. The Board of County Commissioners adopted an Ambulance Service Plan as required by ORS 823.180.

B. The Board of County Commissioners approved a Request for Proposal for the Provision of Emergency Ambulance Service which was made available to prospective bidders on January 4, 1995.

C. The language of the Ambulance Service Plan in the section EMS PROVIDER RESPONSE LEVEL OF CARE and the section RATE REGULATION, does not clearly state the intent of the Board of County Commissioners and therefore appears to be inconsistent with the Request for Proposal.

D. The Board of County Commissioners finds it necessary to amend the language of the Ambulance Service Plan to make it consistent with their intent and with the requirements of the Request for Proposal.

03/09/95:1

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

1 Section 2. Amendment

2 The EMS PROVIDER RESPONSE LEVEL OF CARE section of the
3 Ambulance Service Plan is amended as follows:

4 EMS PROVIDER RESPONSE LEVEL OF CARE

5 Multnomah County's emergency medical services will
6 be provided using a combined system of non-transporting
first response and transporting ambulances.

7 Emergency medical calls, when appropriate by
8 dispatch protocol, will receive a first response.

9 In accordance with priority dispatch criteria
10 employed by EMS Dispatch, first responders will be sent
to identified calls and an ambulance will be dispatched
to all calls.

11 The goal of EMS dispatch is to send to each medical
12 call, the amount of service necessary to provide quality
medical care. It is the intent of this plan to avoid
13 duplicated or unnecessary responses, providing cost
savings to the system.

14 Contract ambulance service will be provided by a
15 single ambulance service. The contracted provider may
not subcontract emergency ambulance service to another
16 provider, subsequent to the contract award.

17 Section 3. Amendment

18 The RATE REGULATION section of the Ambulance Service Plan is
19 amended as follows:

20 RATE REGULATION

21 The Board of County Commissioners, as part of the
22 ambulance contracting process, will approve all rates for
emergency ambulance services provided under this plan.

23 There will be a single charge schedule that will
24 apply uniformly throughout the service area for services
provided to 9-1-1 callers.

25 There will be a Rate Regulation Board (RRB) composed
26 of EMS providers (other than Multnomah County), business
and accountancy representatives, and service users. The

03/09/95:1

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

RRB will be responsible for the verification and appropriateness of the rates proposed in the bid process and will recommend to the Board of County Commissioners the approved initial rates. The RRB will also serve as the rate review body to hear and recommend action concerning subsequent requests for rate adjustments. Rate adjustment formulas, such as the Consumer Price Index (CPI), may be included in the agreements. The RRB recommendations will be made to the EMS Program Office and the Board of County Commissioners as part of contract approval and modification processes.

ADOPTED this ____ day of _____, 1995, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber
Assistant County Counsel

F:\DATA\COUNSEL\WPDATA\SEVEN\007\JAW.ORD\mw

03/09/95:1

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

Partial transcript from the tape of the Board of County
Commissioners on May 19, 1994

Comm. Saltzman: "Amendment 3 is on page 17, paragraph 7. It adds a sentence that the contracted provider may not subcontract ambulance services to another provider. We have heard some testimony on that and the intent here is to insure that we...that the providers that respond to our RFQ/RFP are in fact the providers that will be providing the services and that is really its intent."

Chair Stein: "Is there a second?"

Comm. Saltzman continues:
"does not preclude any providers or group of providers from teaming up and proposing as a joint entity. It doesn't preclude that. It simply says if we award the contract to you we expect you to be the one providing the service."

Comm. Kelley: "Second"

Chair Stein: "Commissioner Saltzman moves, Commissioner Kelley seconds."

Chair Stein: "Discussions? Questions?"

Comm. Collier: Clarification. "Yes, it does not look... Dan it doesn't preclude intergovernmental agreements. Thank you."

Chair Stein: "Any more discussion?"

Chair Stein: "All in favor say aye"

Board: "aye"

Chair Stein: "Opposed?"

Chair Stein: "The amendment is adopted."

MEETING DATE: MAR 16 1995

AGENDA NO: R-10

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Continuation of Grant Funding

BOARD BRIEFING

Date Requested: ASAP

Amount of Time Needed: 3 Minutes

DEPARTMENT: _____

DIVISION: Juvenile Justice

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Jim Anderson

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The JJD is applying for continued Grant funding for the Children Services Division/Diversion Program. If continued funding is granted, the objective of this grant would include diagnostic services, disposition of parole violations, detention back-up, community programs and services and a process for making training school placement and parole decisions. This effort is facilitated by both Internal Division Resources as well as Community Based Providers.

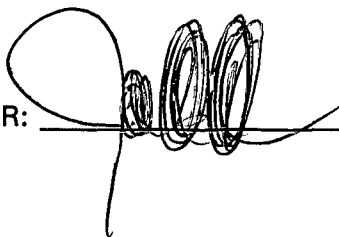
CLERK OF
COURT
MULTI-COUNTY
OREGON
1995 MAR - 9 AM 11:04

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____



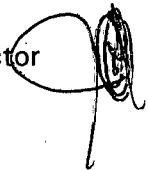


MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Jim Anderson, Interim Director 
Juvenile Justice Division

DATE: March 9, 1995

RE: NOTICE OF INTENT TO APPLY FOR GRANT FUNDING FOR
CONTINUED PARTICIPATION IN OREGON'S JUVENILE
DIVERSION PROGRAM

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of this notice of intent to apply to the State Children's Services Division for funding to support JJD's continued participation in the Juvenile Diversion Program.

II. **Background/Analysis:**

Multnomah County Juvenile Justice has participated in the State's downsizing efforts since July 1, 1990. The purpose of the diversion program is to provide evaluation and diagnostic services, dispositional services to parole violators, detention back-up services, community programs and services, and a process for making training school placements and parole decisions. JJD has complied with the program elements through utilization of internal division resources as well as collaboratively with community resources and county support through the coverage of indirect cost requirements.

Children's Services Division has stated directly that the key element in the diversion program is one of meeting youth's needs within the community while controlling training school commitments. JJD concurs and, if awarded the grant, will continue to maintain programming which serves this objective.

III. **Financial Impact:**

The grant adds \$743,781 to the Juvenile Justice Federal/State program. County provides \$19,844 in indirect cost coverage support.

IV. **Legal Issues:**

If the grant is not awarded, the management of cap will require review.

V. **Controversial Issues:**

Juvenile Justice Services cannot control the number of youth coming into the system that have committed violent crimes, therefore, even with this grant management of cap is of serious concern.

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

This grant addresses public safety issues as well as meeting youths' needs to transition successfully back into the community.

VII. **Citizen Participation:**

Participation is derived through citizens' involvement in the local Commission of Children and Families.

VIII. **Other Government Participation:**

Other government participation includes other state agencies and the juvenile court system.

MULTNOMAH COUNTY NOTICE OF INTENT

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Juvenile Justice Division
Jim Anderson/Alandria Taylor

GRANTOR AGENCY: State of Oregon Children's Services Division

BEGINNING DATE OF GRANT: July 1, 1995

PROJECT TITLE: State of Oregon Juvenile Diversion Program

PROJECT DESCRIPTION/GOALS: To provide evaluation and diagnostic services, dispositional services to parole violators, detention back-up services, community programs and services, and a process for making training school placements and parole decisions. The objective being to meet the youths' needs to transition successfully back into the community while controlling training school placements and parole decision.

PROJECT ESTIMATED BUDGET:

	Direct/Indirect
FEDERAL SHARE	-0-
STATE SHARE	-0-
LOCAL SHARE	-0-
COUNTY SHARE	\$19,844
TOTAL	\$19,844

EXPLANATION OF LOCAL SHARE: N/A

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: The Division bills the State Children's Services Division monthly for reimbursement as well as providing programmatic reporting on a quarterly basis.

GRANT DURATION AND FUTURE RATIO: These funds will be awarded for 24 months with the probable continuation in future bienniums.

ADVANCE REQUESTED: None

PERSONNEL DETAIL:

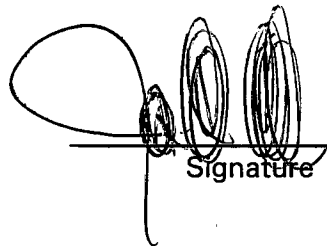
POSITION	FTE	PROGRAM SERVICES	SUPPORT SERVICES	TOTAL
Office Assistant 2	2.00	0	47,254	47,254
Word Processing Operator	1.00	0	24,382	24,382
Data Analyst Lead	1.00	0	40,566	40,566
Juvenile Counselor	3.00	104,329	0	104,329
Program Development Specialist	1.00	6,906	27,622	34,528
Fiscal Spec Supervisor	1.00	0	51,168	51,168
Overtime and coverage for sick leave and vacation benefits.	0.00	8,311	2,483	10,794
SUBTOTAL	9.00	119,546	193,475	313,021
TOTAL SALARIES	9.00	119,546	193,475	313,021

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS:

The materials and services are distributed among programs and support services. Capital expenditures include the replacement and addition of appliances and other equipment in secure custody. Additionally, it includes the purchase of computer network equipment and laser printers.

COMMENTS: None

DIVISION DIRECTOR


Signature

2-9-95
Date

BUDGET DIVISION

Signature

Date

FINANCE DIVISION

Signature

Date

PERSONNEL DIVISION

Signature

Date

MEETING DATE: MAR 16 1995

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the Matter of Submitting a 1995-1997 County Diversion Plan in Order to Receive State Funds to Provide Those Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, March 16, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION: Juvenile Justice Division

CONTACT: Jim Anderson TELEPHONE #: 248-3460
BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Jim Anderson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of Resolution in the Matter of Submitting a 1995-1997 County Diversion Plan in Order to Receive State Funds to Provide Those Services

3/17/95 copies of Resolution to
Dorrie Person

BOARD OF
COUNTY COMMISSIONERS
1995 MAR -9 AM 11:04
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

March 9, 1995

Mr. Rick Hill
Acting Director
Juvenile Corrections, CSD
Human Resources Building, 2nd Floor SW
500 Summer Street, NE
Salem, Oregon, 97310-1017

Dear Rick:

Enclosed please find Multnomah County's Diversion Plan for the 1995-97 biennium. It reflects the Division's continued commitment to coordinate resources and services for youth at risk of commitment to the training school. This plan continues the 5 year' relationship between your agency and the Juvenile Justice Division.

Although the plan is complete in it's submission, it does not contain approval from the local Community and Children's Youth Commission or the Board of County Commissioners. Due to the inordinate amount of work assigned to my staff, with budget and other projects, I was not able to coordinate all the required review and signature processes prior to the due date. These reviews are in process. The needed documentation will be forwarded to your agency upon receipt. I apologize for this delay.

I can only hope for the continued success of this model as we move forward into the next biennium. Please feel free to contact me if you have any questions or need any further information.

Sincerely,

Jim Anderson, Interim Director
Juvenile Justice Division

cc:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Submitting)
a 1995-1997 County Diversion Plan)
in order to Receive State)
Funds to Provide those Services)

RESOLUTION
95-53

WHEREAS the Children's Services Division in accordance with ORS 420.017 and 420.019 invites counties to receive state funds beginning July 1, 1995, to provide services to delinquent youth identified as diverted from the state training schools; and

WHEREAS the Children's Services Division is required by ORS 420.017 to develop an annual state-wide plan that includes the services to be provided by all those counties participating; and

WHEREAS said plan shall be received by and submitted for approval to the Board of County Commissioners, the local Children and Families Commission, and the presiding Juvenile Court Judge; and

WHEREAS Multnomah County Juvenile Justice Division has prepared such a plan and submitted it to the above mentioned groups for review and approval;

THEREFORE IT IS RESOLVED that the Multnomah County Board of Commissioners approve the plan as submitted by the Juvenile Justice Division.

APPROVED this 16th day of March, 1995



MULTNOMAH COUNTY, OREGON

Sharon Kelley for
Beverly Stein, County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

Katie Gaetjens
Katie Gaetjens, Deputy
G:\data\contract\956\csddiv.res

**MULTNOMAH COUNTY
JUVENILE JUSTICE DIVISION**

submission for

**Children's Services Division
Diversion Plan**

1995-1997

March 9, 1995

County Representative in negotiations:

**Mr. Jim Anderson, Interim Director
Juvenile Justice Division
1401 NE 68th
Portland, Oregon 97213**

(503) 248-3470

Authorized Signature:

**Ms. Beverly Stein, Chair
Multnomah County Board
of Commissioner
1120 SW 5th, Room 1410
Portland, OR 97204**

(503) 248-3308

1. Describe predispositional evaluation services including assessment of educational/vocational needs for youth that are at risk of commitment to the State Training Schools.

A. COURT SUMMARY: (Attachment A) The court summary is the basic document used in all court hearings to assist the Judge in determining the outcome of a dispositional hearing. This is a standard document for all Probation Counselors in communicating pertinent information to the Judge or Referee.

B. OFFENSE SPECIFIC CASE MANAGEMENT REPORT: (Attachment B) This report is used on all youth who are placed on probation by the Multnomah County Juvenile Justice Division. This report outlines problem areas as well as goals the Probation Counselor intends to achieve during the probationary period with their client.

C. ASSESSMENT, INTERVENTION, TRANSITION PROGRAM (AITP) REPORT: (Attachment C) Youth with a high potential for commitment to the State Training Schools are served through the AITP program. This 30-day program evaluates youth from a closed custody, group living perspective. The program includes a school component, over 100 group and individual sessions, mental health resources, and other services as identified for each youth during the evaluation period.

D. PSYCHOLOGICAL EVALUATIONS: As youth appear to need psychological evaluations and as Counselors gather information which may warrant a third party formal assessment, this resource is utilized. These are typically conducted by a third party professional under contract with the Juvenile Justice Division.

E. OTHER REPORTS PRESENTED TO THE COURT: In addition to the above formal evaluation tools, other information from various agencies (i.e. CSD, school counselors, Drug and Alcohol Counselors, social service agencies) is contained in a youth's "social file". This file offers supporting and collateral information which plays an integral role in supporting recommendations to the Court.

2. Describe the County's plan to complete the standard diagnostic and evaluation information requested in Section 2.2, B. for youth to be placed at the training school or camp.

The Multnomah County Juvenile Court and Juvenile Court Assessment Center (JCAC) at MacLaren have come to an agreement that the Court Summary (Attachment A), accompanied by the Admission Summary (Attachment D) will serve JCAC requirements for admission to the state training schools. These documents are accompanied by pertinent police reports, AITP summaries, and psychological evaluations in the social file. This information assists MacLaren and Hillcrest staff in placing the youth in the most appropriate program to meet their needs. The Admission's summary includes suggestions by the Probation Counselor as to which program they believe will best meet the identified needs of the youth.

Additionally, because Multnomah County is participating in the House Bill 3438 Pilot Project, the Juvenile Justice Division has available a Transition Coordinator who participates in Close Custody Review Board Hearings for each Multnomah County youth. The Transition Coordinator works with staff at the State Training Schools and camps to transition youth from close custody placements into community placements. This approach allows for juvenile parole services to be coordinated between State and County assuring both a consistency and continuity of services. This participation leads to increased input from all parties in an effort to better meet the needs of the youth.

3. How disposition of parole violators (parole revocations) will be handled.

Parole revocation hearings (Attachment E) are heard by the Supervisor of the Adjudication Unit at the Juvenile Justice Division. In his absence, the Lead Worker of the Adjudication Unit serves as the Administrative Hearings Officer.

These hearings are held when a parole officer seeks to bring a parolee before the Administrative Hearings Officer for any parole violation. The hearings are taped and held under the standards of Morrissey v. Brewer established in 1972. These hearings are scheduled within 24 working hours if the youth is held in detention, but will be scheduled at a parole officer's request if the youth is placed in the community.

If it is determined a parole violation has occurred, the Administrative Hearings Officer may decide to impose sanctions ranging from a warning, to a community sanction (community service), to detention at the Donald E. Long Home, to revocation of parole and return to the training school. However, because of the continuing cap problems, Multnomah County is currently housing most youth that would customarily be revoked to MacLaren at the Donald E. Long Home pending adjudication.

4. Describe the type of community programs that the County will use to maintain its training school capacity.

The Division's comprehensive gang model offers a multitude of resources targeted at addressing the needs and integrating a diverse continuum of services for this population. Contained within all program alternatives are the following objectives:

- Address internal/external communication between the Division, community placement resources, and law enforcement relative to youth gang members under the Court's jurisdiction;
- Increase the Division's ability to implement gang intervention strategies, programs and activities, particularly in conjunction community based and law enforcement agencies charged with dealing with the population;
- Develop coordinated services and treatment plans that are gang specific and focus on decreasing involvement in illegal gang activities and behavior;
- Develop and implement gang-specific intervention curriculum that focuses on reducing gang involvement, and maximize community resources in providing positive alternatives to gangs;
- Develop and implement specific intervention/curriculum for gang involved youth held in detention facilities.

ALTERNATIVES TO SECURE CUSTODY

I. INTERNAL DIVISION RESOURCES

A. Gang Resource Intervention Team (GRIT)

The Gang Resource Intervention Team (GRIT) continues to be a cornerstone in the service delivery continuum for gang-involved youth and their families. The specialized probation services unit provides Intervention Services (Violence Reduction Programming, Family Empowerment through Intensive Counseling Services, Recreational Programming, Accountability-centered Programming) as well as Community Capacity Building Services through Training and Organizational Development. As a result of GRIT's ability to offer smaller, specialized caseloads, youth and families are provided with intensive, proactive service delivery activities.

The expansion of the GRIT service delivery activity to Southeast Portland in 1992 has continued to enable youth and their families in this community to participate in Family Empowerment and Probation Orientation activities which have enhanced the ability of parents to effectively work with their children.

With violent crime continuing to be a focus, this critical service delivery component enhances the Juvenile Justice Division's ability to offer efficient and effective alternatives to secure custody.

B. Assessment, Intervention, Transition Program (AITP)

The AITP is a secure detention program located at the Multnomah County Juvenile Detention Facility. The facility, including AITP, is overseen by the JJD Director, the Detention Superintendent, the Program Administrator and the Program Supervisor.

The Mission Statement of AITP is as follows:

Provide each youth with a multi-disciplinary behavioral and mental health assessment of strengths and needs;

Stabilize the youth's behavior and continue the process toward skill development and treatment needs;

Facilitate the transition of youth to appropriate community resources.

AITP is composed of the following components:

Social skills development;
Behavioral management;
Cognitive restructuring;
Mental health assessment, intervention and treatment;
Transition and placement facilitation;
Family services;
Alcohol and drug services and
Security/safety policies and procedures;

AITP is a highly structured program that incorporates a multi-disciplinary "team approach" into their program objectives. Youth are held to a strict accountability for their participation and involvement in the program. AITP operates 7 days a week (7:00 am - 10:00 pm) and a "typical" 30-day stay would generally be comprised of the following program elements:

- A maximum of 35 Counseling Groups
- A maximum of 100 Skill Building Groups
- A multitude of individual counseling/skill building sessions
- Daily classroom education provided through Multnomah ESD
- 2 or more Family/Transition Meetings
- An extensive written and verbal debriefing of behavioral intervention
- Personal accountability and ongoing participation in the program's student governmental milieu.
- A comprehensive multi-disciplinary assessment is done which supports an ongoing safe and successful placement within the community upon the youth's release from the program.

The following table reflects the demographic breakdown of the youth served during the period January through December 1994:

1994 DEMOGRAPHIC BREAKDOWN

Total Youth Served = 188	
Female	19%
Male	81%
Asian	9%
Afro-American	34%
Hispanic	4%
Nat American	3%
Caucasian	49%
Other	1%
13-14 years	28%
15-16 years	48%
17+ years	23%

Additionally, statistics have been gathered regarding referral numbers and types of referrals following release from AITP.

- During 1994 (Jan-Dec), 188 unique youth were admitted to AITP
- 114 youth had referrals following their release from AITP which consisted of the following:
 - 21 Felony Referrals (3 youth referred to Adult Court and 9 youth committed to the State Training Schools)
 - 25 Misdemeanor Referrals
 - 31 Status, Ordinance, Violence
 - 37 Referrals to the Court with NO allegations of a law violation

C. Close Supervision

As a pre-adjudicatory detention alternative, upon order of the Court, the Division may conditionally release a youth, who otherwise is eligible for detention. Close Supervision is a program that supervises in the community, youth who have been released on conditions either to a family member or other appropriate care giver. The court considers the least restrictive means to assure that a youth will attend their trial and not pose a risk to themselves or the community during the time they are awaiting trial. The Close Supervision Program provides a basic package of conditions to help ensure these ends. Additionally, our program helps monitor House Arrest and Electric Monitoring when the court decides these conditions necessary. The program maintains a daily phone call check-in and unannounced visits to the home to keep tabs on each youth assigned to the program.

These statistics represent the youth in our program who were successful and attended their trial or were placed back in detention for violations, there by assuring their attendance at trial.

The youth not represented in these numbers are those who failed to appear at trial or at Close Supervision Review and were placed on warrant status.

	Jul	Aug	Sept	Oct	Nov	Dec	Total
Close Supervision Review	8	2	4	2	3	2	21
Held	20%	5%	8%	5%	7%	5%	10%
Prelim	1	2	2	4	5	3	17
New Charge	3%	5%	4%	10%	11%	8%	8%
Hearing	13	28	25	29	21	20	136
	30%	60%	46%	80%	46%	46%	66%
Dismissed	6	4	2	1	4	3	20
	14%	9%	4%	2%	9%	8%	10%
Treatment	3	1	1	0	4	2	11
Placement	8%	2%	2%		9%	5%	5%
Total	31	37	34	36	37	30	205
	75%	81%	64%	97%	82%	72%	148%
CS/HA Total	43	47	54	36	46	43	269

D. Electronic Monitoring Program

When the Court decides that Close Supervision and House Arrest will not sufficiently monitor a youth, the Court can order the youth be released on Electronic Monitoring. This equipment can give us immediate feed back on violations of conditions regardless of the level of adult supervision. We contract through Clackamas County for five units and the computer monitoring of these units through their Electronic Surveillance Program. Our Close Supervision staff still maintain personal and phone contact with these clients and we are responsible to report to the Court, any violations during the release. Use of Electronic Monitoring is restricted at this time for youth awaiting trial on unadjudicated matters.

E. Detention Alternative Program

The Detention Alternative Program runs a work crew during work days for juveniles that are court ordered to complete Community Service in lieu of detention time. This program is also used as a sanction alternative for juveniles who have violated their probation and would otherwise be placed in detention. The Division also operates a Saturday Work Program with two work crews to increase the availability of this option.

H. Street Law

Street Law is a law-related education program designed to increase the ability of youth to think critically and to identify and learn the responsibilities incurred in being a law abiding citizen. Street Law curriculum is taught to youth on probation who have been gang identified, to youth participating through a diversion program, and to youth in a middle school setting.

Selected youth from the GRIT are referred for the probation Street Law program. The course lasts twelve weeks and culminates in a "mock" trial and an award ceremony.

Gang youth are also served in an abbreviated Street Law program through AITP. The Street Law Coordinator has developed course work which addresses a shorter duration of services.

The last two areas, diversion and middle school youth, have been served at the request of the community and as a pilot project with youth not as deeply involved in the juvenile justice system. (See attachment)

II. COMMUNITY BASED DIVISION RESOURCES

A. DePaul Treatment Center and Mainstream

These two agencies provide drug and alcohol outpatient treatment services including assessments, individual/group/family counseling and urinalysis testing to gang-involved youth transitioning from the State Training Schools back into the community. DePaul and Mainstream were acquired through an amended Intergovernmental Agreement with CSD (FY 1994/95) in which the agencies/programs that were specifically named to provide services to gang designated youth through CSD were now named as sub-contractors to Multnomah County Juvenile Justice Division. Thus, the "Gang Transition Services" component was incorporated into JJD's agreement with CSD.

B. Catholic Community Services

Catholic Community Services is another program that was acquired due to the amended CSD Intergovernmental Agreement. Catholic Community Services provides outreach services, individual, group and family services to "Gang" designated youth and their families as they transition from the State Training School back into the community. The target population for this provider is the Asian community. Catholic Community has been very successful in their outreach and treatment with this particular culture/community.

C. Early Service and Intervention - (ESI)

ESI provides screening, referral, and client tracking services for alcohol and other drug affected delinquent youth. Clients are usually referred through their court counselor and occasionally referrals are made through CSD, an attorney, or the child him/herself. All youth in AITP receive a screening. A screening is designed to elicit an individual's alcohol and other drug use history, its effect on their involvement with the juvenile court, and information regarding the client's patterns of use, social history, family dynamics, genetic predisposition, and cultural specificity. Additionally, referral for treatment is made only after considering the child's economic resources, school involvement, and legal history. In many cases, the child is given an appointment to the proper treatment modality before they leave detention or AITP. These youth are then tracked until they engage in treatment, get off probation, or lately in several cases, go to MacLaren State Training School.

ESI staff does one Education/Prevention Group in the Detention Units daily (thus each unit is served weekly). Additionally, they provide three on-going assessment groups held weekly at the King Facility, JJD and the SE District Office.

By the end of March 1995, ESI will be doing one Family Support/Education Group weekly at JJD for the parents of clients currently served.

The following statistics reflect the total youth served and the demographic breakdown covering the period July 1, 1993 through June 30, 1994.

Total Youth Served	539
Male	444
Female	95
Asian	139
Black	36
Hispanic	8
Nat American	7
Other	7
Caucasian	332

D. Genesis Program

The Genesis Program is an alternative school program located in Northeast Portland which serves high-risk, predominately gang-involved youth. The Juvenile Justice Division has overseen the contract with this agency since October of 1990 when the CSD/Downsizing contract allowed for the transfer of this component of service. For FY 1994-95, the Juvenile Justice Division's contract award for this agency is \$151,430 with an additional \$300,000 from Portland Public School for overall program services while serving an average daily population of 31 youth.

Genesis accepts all referrals from the Juvenile Justice Division and during 1994 (Jan-Dec), Genesis served a total of 70 youth. The following table reflects the breakdown of data collected during this time period.

1994 DEMOGRAPHIC BREAKDOWN

Total Youth Served = 70	
Female	13%
Male	87%
Asian	3%
Afro-American	56%
Hispanic	10%
Nat American	4%
Caucasian	27%

11-13 years	34%
14-15 years	56%
16+ years	10%

The majority of youth (73%) were referred from Juvenile Court or Law Enforcement while the remaining youth (27%) were referred through school or other agencies.

The youth receive intensive services through this program. In addition to the educational components, Genesis provides a comprehensive service package including needs assessments, recreation, support services and case coordination as well.

The relationship between the Juvenile Justice Division and the Genesis program continues to be a healthy and rewarding one. The advocacy, instruction, and overall support this program offers to the students is central to maintaining these youth in the community.

E. Portland House of Umoja

The Portland House of Umoja is a residential program for gang-involved males ages 13-17. The program utilizes a model based upon traditional African values and culture to create a supportive environment with an extended family structure. This program, modeled after the Philadelphia House of Umoja, has been in operation for nearly three years. Portland House of Umoja accepts youth who are unable to remain at home and offers counseling, employment training and support services, educational assistance, social and recreational activities, and coordination of services between the juvenile justice system, community agencies, the schools and the family. Additionally, the Portland House of Umoja offers outreach into the community to gang-impacted youth in an attempt to offer them opportunities to break away from the gang culture.

F. Minority Youth Concerns Action Program (MYCAP)

MYCAP's program has been enlarged due to the amended agreement with CSD for the incorporation of Gang Transition Services. Therefore, in addition to providing outpatient mental health counseling services, MYCAP provides residential treatment services to gang-impacted youth who are transitioning from the State Training Schools back into the community as well as outreach to youth who have previously been involved with the MYCAP program. A maximum of five youth per month are able to reside at MYCAP. The services provided to the youth include counseling for anger and behavior control, depression, grief and loss, skill building and self-esteem, social skill building and improved community integration. The program elements that deal specifically with the issues of self-esteem, social skills and community integration are accomplished through an effective mentorship program.

G. Mt. Sinai Community Baptist Church, Christian Counseling Center, and Emmanuel Community General Services

These three organizations provide outpatient mental health services as do Yaun Youth Care Center and MYCAP for high-risk and gang impacted youth transitioning from the State Training Schools. These agencies each serve up to a maximum of 7 youth per month and assist youth in maintaining within the community to avoid violations that would place them back in Detention or the State Training School. An effective mentorship program has been employed by each one of these providers as a tool to accomplish their program objectives.

H. O.M.S.I.

Juvenile Justice Division collaborated with OMSI in March, 1994, to provide field trips and various play and educational activities to at-risk/high-risk youth during the Spring Break vacation. Due to the overall success of the program, JJD continued its collaboration with OMSI which resulted in the creation of the Violence Prevention Leadership Camp. This camp is held each summer and the objective of the camp is to provide an intensive skill development summer experience for at-risk/high-risk youth between the ages of 14-18, focusing primarily on violence prevention and reduction, along with conflict mediation and resolution. The camp is held at OMSI's Sandy River Camp Facility. The first camp was held last August, 1994, in which 40 youth participated along with 6 Juvenile Court Counselors from the GRIT Unit.

I. Oregon Outreach

Oregon Outreach is another program that was acquired due to the amended CSD Intergovernmental Agreement which incorporated Gang Transition Services into the JJD contract with CSD. Oregon Outreach provides educational as well as employment services to gang-involved youth transitioning from the State Training School back into the community. Services include transitional/alternative education and employment services consist of pre-employment training, job placement as well as ongoing support and follow-up services.

J. Yaun Youth Care Center

The Juvenile Justice Division contracts with Yaun Youth Care Center for one residential bed space and outpatient mental health services for gang-involved youth. These services include liaisons with family and community, family counseling, drug and alcohol counseling, educational support services, and general support groups. These services are provided to youth involved with the juvenile justice system, especially those youth transitioning from the State Training School back into the community. The intent is to offer youth comprehensive services that will assist them in maintaining in the community and avoiding probation or parole violations. Due to the incorporation of Gang Transition Services, a tracker position was added to this contract. The role of the tracker is to assist

the youth in functioning responsibly in the home, school and community. This is accomplished through face to face home, school, and community visits with assigned youth and their family members and other contacts as relevant, appropriate and specified.

K. Annie E. Casey Foundation Support

Multnomah County, through the Juvenile Justice Division, is currently working with the Annie E. Casey Foundation to develop policies and community based programs to reduce the reliance on secure custody at the Detention Facility. Through the Foundation's Detention Reform Initiative, the JJD is currently involved in the creation of a plan (See Executive Summary, attachment) to implement changes that will increase the opportunities to place youth in the community, rather than locking them up in the County's secure juvenile facility. The planning and transition phases of the program have been completed. The implementation phase began upon the award of the funding which has been secured through June 1997.

5. Describe backup services to be provided as described in Section 2.2, D.

When the aforementioned community resources are not effective in addressing behavior changes or continued probation violations occur, the primary resource for the Probation Counselors is the use of detention services at the Donald E. Long facility. These services, along with the coordination of other Court sanctions, offer Probation Counselors, in conjunction with community placements, secure facility back-up services.

6. Describe the placement decision process to be used to control placement and length of stay in the training schools. Included shall be a process for how the County shall make recommendations to the Division regarding parole of youth from the Training School.

Placement at the State Training Schools is ordered by the Judges and Referees at the Multnomah County Juvenile Court. The Juvenile Justice Division makes recommendations to the Court about the placement and what the Division hopes to gain from such a placement. Recommendations of commitment normally note 'placement at MacLaren for drug and alcohol treatment and anger management'...or other program needs as identified.

Before the Juvenile Division Counselor makes such a recommendation to the Court he/she will have reviewed the case with their Supervisor. This case review explores any community options which may be available for the youth and explores community safety needs.

Multnomah County sends a Transition Coordinator to the State Training Schools for Close Custody Review to follow up on the plan for the youth while in close custody. The Transition Coordinator monitors the youth's progress through treatment at the training school and in conjunction with the Parole Officer. The Transition Coordinator also initiates

plans for the youth's transition back to the community some sixty days before release.

D. Write a statement of positive results expected by the County which meet or exceed the expectations listed in Section 2.3 above. The statement should include a description of methods which will be used to evaluate the results.

As the Juvenile Justice Division does not have absolute control over the cap, there is a working agreement between MacLaren and Hillcrest and the Juvenile Justice Division to work together to manage the cap to our mutual advantage.

Using the Transition Coordinator, who visits the campus once a week, monthly case reviews, regular contact with parole officers and parole and institution administration, we have established a list of youth who are 'next up' for leaving close custody. It is our goal to administratively manage the cap and at the same time make sure youth receive the programs, in their entirety, while in close custody.

The cap management process is monitored on a regular basis both by the Multnomah County Juvenile Justice Division and Juvenile Corrections (Parole).

Daily lists are generated by the Parole Unit showing the cap numbers. This information is shared between the parole supervisor and the Juvenile Justice Division staff and discussed several times a week.

Additional Information

Attachment H illustrates the continued commitment of the Division's Director and staff to the growth of cultural diversity, both in staff hiring as well as in the operation of the Division. This plan represents the dedication of the organization as it strives to better meet the needs of the ever changing population of youth it serves.

Attachment I offers a historical representation of the last five years of commitment history at the Juvenile Justice Division. The numbers reflect youth sent to Hillcrest or Maclaren for each of the five calendar years.

E. The Annual Operating Budget

The following pages reflect the annual budget as required for submission of this application. All questions should be directed to the Financial Operations Officer, Marie Eighmey (248-3550).

CHILDREN'S SERVICES DIVISION SUPPORTED PROGRAM

COUNTY:

MULTNOMAH

Begin Date: 7/01/95

End Date: 6/30/96

APPROVED BY:

(SIGNATURE REQUIRED)

DATE:

3-7-95

AGENCY	MULTNOMAH COUNTY	PROGRAM SERVICES	SUPPORT SERVICES	TOTAL
REVENUE				
4000	Contributions/Donations			
4700	United Way			
5010	Children's Services Div.	429,557	314,224	743,781
5020	Other Gov't (attach detail)	9,574	10,270	19,844
6000	Other Income (attach detail)			
TOTAL REVENUE		439,131	324,494	763,625

EXPENDITURES				
7000	Salaries (from Salary Detail page)	119,546	193,475	313,021
7100	Employee Benefits	21,059	26,314	47,373
7200	Payroll Taxes	21,005	33,860	54,865
TOTAL PERSONNEL		161,610	253,649	415,259
8000	PROFESSIONAL FEES			
8002	Psychological/Psychiatric	7,560		7,560
8010	Consultation (attach detail)		7,190	7,190
8013	Audit			
8014	Other Prof. Fees (attach detail)	29,709		29,709
TOTAL PROFESSIONAL FEES		37,269	7,190	44,459
8100	SUPPLIES			
8101	Medical			
8103	Recreation/Craft			
8104	Food			
8105	Laundry/Linen etc.			
8107	Duplicating Materials			
8111	Other Supplies (attach detail)	694	17,898	18,592
TOTAL SUPPLIES		694	17,898	18,592
8200	TELEPHONE	9,381	3,457	12,838
8300	POSTAGE AND SHIPPING			

FOR THE PERIOD OF: 07/01/95 – 06/30/96
MULTNOMAH COUNTY

ATTACHMENT B
Budget Form 1
Page 2

EXPENDITURES continued		PROGRAM SERVICES	SUPPORT SERVICES	TOTAL
8400	OCCUPANCY			
8401	Rent	500		500
8403	Property Insurance			
8405	Utilities			
8409	Care of Buildings/Grounds			
8413	Maintenance Supplies			
8415	Other Occupancy (attach detail)			
TOTAL OCCUPANCY		500	0	500
8500	RENT/MAINTENANCE OF EQUIP.	1,000		1,000
8600	PRINTING/PUBLICATION	5,825		5,825
8700	TRAVEL	11,108		11,108
8800	CONFERENCES/MEETINGS	1,100	650	1,750
8900	SPECIFIC ASST. TO IND'S			
8908	Clothing Service			
8909	Client Travel	9,601		9,601
8910	Recreation Service			
8911	Financial Assistance			
8913	Foster Care Payments			
8917	School/Education Costs	151,530		151,530
8918	Other Costs (attach detail)	19,024		19,024
TOTAL SPECIFIC ASSISTANCE		180,155	0	180,155
9000	ORGANIZATION DUES			
9400	MISCELLANEOUS	12,344	11,750	24,094
9500	DEPRECIATION			
9900	CAPITAL EXPENDITURES (CSD Funds, Approved by CSD)	20,145	27,900	48,045
9901	CAPITAL EXPENDITURES (NON CSD FUNDS)			
TOTAL EXPENDITURES		441,131	322,494	763,625

SALARY DETAIL
(Support for Item 7000, Form 1) Budget Form 2

me dvplan97.wk3 08-Mar-95

**PROPOSED BUDGET – COUNTY DIVERSION
FOR THE PERIOD OF: 07/01/95 – 06/30/96
Supplemental Notes To Budget**

Multnomah County Juvenile Justice Services

REVENUE		
5020	Other Gov't.	19,844
	Indirect cost coverage support provided by Multnomah County.	

EXPENDITURES		
8002	Psychological/Psychiatric.	7,560
	Youth evaluations.	
		<u>7,560</u>
		7,560
8010	Consultation (attach detail).	7,190
	Division management consulting.	5,165
	Computer Local Area Network consultation.	<u>2,025</u>
		7,190
8014	Other Prof. Fees.	29,709
	Drug/Alcohol early screening intervention.	24,544
	Electronic Monitoring, an alternative to Detention	<u>5,165</u>
		29,709
8111	Other Supplies.	18,592
	Program operating supplies.	<u>694</u>
		694
	Computer hardware & software supplies, monitors, printers, Network Interface cards, diskettes, printer ribbons, paper, cables.	<u>17,898</u>
		17,898
8200	Telephone.	12,838
	Pgm Svcs \$9,381 + Support Svcs \$3,457.	<u>12,838</u>
		12,838
8401	Rent.	500
	Room, space facilities or other rentals needed for youth programs.	<u>500</u>
		500
8500	Rent/Maintenance of Equipment.	1,000
	Typewriters & other office equipment.	200
	Computers, printers & peripheral devices.	<u>800</u>
		1,000
8600	Printing/Publication.	5,825
	Copying & printing of pgm and training materials	<u>5,825</u>
		5,825

Supplemental Notes To Budget, Page 2.
Multnomah County Juvenile Justice Services

8700	Travel.		11,108
	Staff local mileage reimbursement, based upon union– negotiated vehicle maintenance at \$30/month and an add'l \$.30/mile mileage reimbursement.	<u>11,108</u> 11,108	
8800	Conferences/Meetings.		1,750
	Program staff workshops & conferences.	1,100	
	Support staff workshops & conferences.	<u>650</u> 1,750	
8909	Client Travel.		9,601
	Youth student bus tickets .	4,000	
	Maintenance on van to transport youth.	<u>5,601</u> 9,601	
8917	School/Education Costs.		151,530
	Subcontract for alternative education services.	<u>151,530</u> 151,530	
8918	Other Costs.		19,024
	Detainee clothing, toiletries, other needs.	10,128	
	Juvenile client service fund for GED registration, clothing to replace gang–identifiable colors or provide suitable wear for school or employment and other youth needs.	<u>8,896</u> 19,024	
9400	Miscellaneous.		24,094
	Program staff training.	2,770	
	Indirect Cost on program expense:		
	\$181,239 contract exp. x .7%.	1,269	
	\$228,173 remaining non–equip. exp. x 3.64%.	<u>8,305</u> 12,344	
	Support staff training.	1,480	
	Indirect Cost on program expense:		
	\$5,165 contract exp. x .7%.	36	
	\$281,159 remaining non–equip. exp. x 3.64%.	<u>10,234</u> 11,750	
9900	Capital Expenditures.		48,045
	Replacement or addition of appliances in secure custody units.	<u>20,145</u> 20,145	
	Local Area Network hardware, laser printers and personal computers/LAN network stations.	<u>27,900</u> 27,900	

ATTACHMENTS

- A - Court Summary
- B - Offense Specific Case Management
- C - AITP Report
- D - Admission Summary
- E - Parole Revocation
- F - Commitment Rates
- G - Diversity Plan
- H - Executive Summary
- I - Street Law

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

HEARING DATE: Friday, September 27, 1991

TIME: 10:00 a.m.

COURT INFORMATION

1. Reason for Hearing: The child is before the Court on a petition dated September 10, 1991, alleging two counts of Robbery in the First Degree, Unauthorized Use of a Vehicle, and Unauthorized Use of a Weapon. The child is before the Court today to enter a plea to the charge of Unauthorized Use of a Vehicle. The two count of Robbery in the First Degree are set for a remand hearing. The call date on the remand hearing is October 3, 1991.
2. Referral Information: According to Portland Police Bureau case #91-78957, on September 8, 1991, at approximately 5:20 p.m., [REDACTED] approached Judge Philip Abraham in the upper parking lot of Fred Meyer's at 3805 SE Hawthorne. [REDACTED] displayed a semi-automatic handgun and demanded the victim's car keys which the victim surrendered. [REDACTED] and codefendant [REDACTED] then left in the victim's vehicle in an unknown direction. The victim's vehicle was located the following day.

On September 9, 1991, at approximately 4:28 p.m., [REDACTED] summoned police to a parking lot at 2875 SE Powell Blvd. where he stated he wanted to turn himself in for armed robbery. [REDACTED] then directed police officers to bushes located near SE 24th and Franklin where a .32 caliber, semi-automatic handgun was located. Also found at this location was an empty magazine for the above weapon, a box of .32 caliber ammunition and two gold chain earrings.

3. Child's Statement: [REDACTED] told this Writer that he had been on the run from home for two days when this happened. He stated that he has quit his job of ten months and his girlfriend of a year and a-half had broken up with him. Further, he had been in trouble at home for testing house rules and was resistant to the curfew that had been imposed. [REDACTED] stated that he was "trying to impress everyone at once while trying to please myself." [REDACTED] stated that he obtained the handgun from an individual on the street but provided no further information. He stated that he was not immediately forthright with Portland Police in identifying the codefendant in that [REDACTED] has a record and [REDACTED] wished to protect him. [REDACTED] has accepted responsibility for all aspects of this incident and states that he does not know why it occurred other than he was feeling tremendously pressured and things just "blew up." He told police that he was attempting to locate the Judge's residence in that he wished to turn in the vehicle and make his apologies.

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

4. Victim Information: The victim in this matter is Philip Abraham. He has requested restitution in the amount of \$250 for the deductible he paid on his insurance claim for damages done to his vehicle. A description of these damages was not supplied but [REDACTED] stated that they had slept in the victim's car the night of September 8. They stated that the car was parked in a driveway and that when they left at 6:15 in the morning the rear of the vehicle was dented when he bumped into a parked car.
5. Plea Agreement:
6. Referral History: This is the child's first referral to the Juvenile Court on a criminal matter. There have been no referrals for status offenses. [REDACTED] first came to the attention of the Juvenile Court on June 12, 1981, on charges of inadequate care and neglect by his family. This matter was referred to Children's Services Division. On June 14, 1985 [REDACTED] and his siblings; [REDACTED] and [REDACTED] were made Wards of the Court and temporary commitment was given to Children's Services Division. At the time of the original referral Children's Services Division identified that the boys' mother had a severe alcohol problem and was delegating the care of [REDACTED] and [REDACTED] to then ten-year-old [REDACTED]. There was no adequate place for [REDACTED] or the younger boys to sleep, there was little food and irregular meals for the children. [REDACTED] then age four months, was severely undernourished and identified as a failure to thrive child.

[REDACTED] was referred to the Casey Family Program in November of 1987. He was accepted into that program in early March 1988. Temporary commitment to Children's Services Division was terminated on October 5, 1988, and the Casey Family Program was appointed legal guardian for [REDACTED].

FAMILY INFORMATION

[REDACTED] is the natural child of [REDACTED] and [REDACTED]. As previously stated he has been in foster care for many years due to his mother's neglect, alcoholism, and inadequate care. Extensive Court records contained in the social file indicate the mother's inability to follow through with Court ordered treatment and attempts to intervene in her family's situation. This Writer has met with [REDACTED]. She stated that she and [REDACTED] father were married approximately one year and that she married a second time to [REDACTED] when [REDACTED] was approximately a year old. This marriage lasted a year with the couple being divorced when [REDACTED] was two. This relationship was described as being extremely violent not only by [REDACTED] but by her brother [REDACTED]. One of

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

[REDACTED] has three siblings; [REDACTED] who is 21 years old, married and has a baby. [REDACTED] has contacted this Writer and was very concerned about her brother's welfare. She stated she had lost contact with him over the last two and a-half years but would do anything she could to help him. [REDACTED] is now ten-years-old. He has been in the Perry Center for Children for the past three to four years. Court records show that when removed from his mother's home in the early 1980's [REDACTED] was abused in one foster home and then witnessed the death of his infant brother [REDACTED] while in placement at a second foster home. [REDACTED] drowned on June 17, 1988, while under Children's Services Division care. Certain members of the [REDACTED] family insist that this was not a drowning, this was neglect and murder.

CHILD INFORMATION

7. Resides With: [REDACTED] has resided with his paternal aunt and uncle, [REDACTED] and [REDACTED] since 1985. The Casey Family Program has been his legal guardian since October 1988. Also residing in the [REDACTED] home are several younger cousins. [REDACTED] describes his relationship with his aunt and uncle as being strained during the last two years. He's acknowledged that he had challenged some of their house rules and felt defeated because they would not allow him to rebuild trust. The family acknowledged that [REDACTED] has been testing their authority. They state that this manifested itself primarily in the area of being unaccountable for how he spent his time. They felt that this problem was worse prior to this incident. [REDACTED] has been in custody on this matter since his preliminary hearing on September 10, 1991. It was initially agreed that he would not return to the family home immediately, all parties being so distressed by what had occurred that time was needed for the family situation to stabilize and for initial planning to occur.
8. Health/Mental Health Issues: Child appears to enjoy sound physical health though has trouble with his knees due to football injuries. Regarding mental health behavior, he was described as being a sweet boy when younger and never any trouble. Regarding mental health issues [REDACTED] stated that lately he had not been in touch with what his feelings are or how to communicate them. He stated that he was very depressed but not currently suicidal. He admitted one incident of suicide ideation prior to this incident. This Writer confirmed this report with several friends and family members. [REDACTED] states that he has a problem with his temper and his usually mode of expressing anger is to withdraw. [REDACTED]s aunt and uncle concur that he had been very depressed. They stated regarding his testing of their authority his behavior had been manipulative and that he had been minimizing his lack of accountability. They describe [REDACTED] as being by and large a "good kid and hard worker." The major

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE [REDACTED]

DOB: 01/21/74

NO. 73666A

complaint they had regarding his behavior was that he had been breaking curfew and lying to them about how late he was getting off work. [REDACTED] was referred for counseling through the Casey Program approximately nine months ago. His therapist was Donald Mann. The purpose of the therapy was to allow [REDACTED] to begin to get his feelings out. He described himself at that time as being "confused and messed up." [REDACTED] did not adequately engage in counseling and withdrew from same as issues got too personal. This Writer had contact with Donald Mann. He stated [REDACTED] was in treatment with him between May and December of 1990. He described [REDACTED] as a cooperative but reluctant client with low investment in working on his problems at that time. Mr. Mann felt very strongly that something was inhibiting [REDACTED] from exploring his feelings and strongly suspected that [REDACTED] had been sexually abused. He also strongly suspected that there were repressed childhood experiences that [REDACTED] was avoiding dealing with. He acknowledged that [REDACTED] at that time was having difficulty grasping responsibility for his behaviors. Mr. Mann stated to this Writer he would be willing to work with [REDACTED] in therapy again. He strongly felt that this was a positive young man with a lot of issues that were addressable.

9. Leisure Activities/Interests: Child enjoys age appropriate activities. He was actively involved in varsity football through his eleventh grade year and has been described by school administrators as a star athlete. This summer was the first summer he would not be participating in interscholastic sports. [REDACTED] also participated in the Pacific Rim Space Flight Academy in 1989, an experience he enjoyed very much. [REDACTED] states he becomes easily bored when not in structured activities.
10. Drug and Alcohol: [REDACTED] stated he began drinking alcohol last summer and that he drinks an average of one time every three weeks. He states that when he drinks he usually consumes half of a 40 ounce beer or two rum and cokes. He stated that he has smoked marijuana at a rate of approximately one time every six weeks off and on for the past two years. He stated that he tried cocaine one time two years ago and a substance known as Ice one time a year ago. [REDACTED] comes from a birth family with an extensive history of substance abuse.
11. School History: [REDACTED] would be in the twelfth grade this year at Cleveland were he not in detention. [REDACTED] did attend school during the first four days of this academic year. He reports that he needs three or four more classes to graduate. [REDACTED] attended Cleveland his ninth through eleventh grade years. During his ninth and tenth grade year his behavior was appropriate and his academic progress was average. His guardians state that he was having trouble applying himself and that he was not working up his full potential. During his eleventh grade year he began skipping school.

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

He states that he was often grounded and would skip in that school time was the only social time he could build in. He was suspended one time in the last three years for writing graffiti. Cleveland has submitted academic reports. [REDACTED] grades show within average range but with potential to earn top level grades. Records further denote that he had a tendency to be disruptive in class during the 1989/90 school year. [REDACTED] attended middle school at Hosford. His grades were all in the A or B range. His teacher reports were positive.

12. Sexual Development: N/A
13. Peer Association: [REDACTED] describes his peers as being mostly the same age. He states he is closest to his cousin [REDACTED]. [REDACTED] states that he dabbled in gang behavior during his freshman and sophomore years and that he was rolled into a set known as MCM or Making Cash Money. It was during this time that he was suspended from Cleveland for writing graffiti on the wall. [REDACTED] became involved in a close personal relationship approximately a year and a half ago and according to family and teacher this Writer has talked to most of his peer activities were greatly reduced. He was spending almost all his free time with his girlfriend.
14. Additional Parent/Guardian Concerns: The guardian's primary concern has been to address the depression that they have seen on a sporadic basis and that appropriate counseling services be made available to [REDACTED]. They strongly want him to complete his education and then develop a structured plan for emancipation such as Job Corps or placement in the Youth Progress Program. Casey Family concurs with the need to work toward emancipation and all parties are in agreement that [REDACTED] does best when his time and activities are highly structured.
15. Employment History: [REDACTED] quit his job at Kentucky Fried Chicken several days before this incident occurred. He had held that position for ten months. He is described by all parties as being a hard, reliable worker when employed.
16. Prior Out-of-Home Placements: The child has been placed out of the home since 1985.
17. Prior Utilized Community Resources: The only community resource utilized to date has been counseling with Donald Mann between May and December of 1990.

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

18. Response to Interventions: Counselor feels that the child did not make an appropriate adjustment to Counseling in that he did not engage in therapy. Regarding his response to detention the child has displayed exemplary behavior both in the Unit and in the classroom since being taken into custody.

RECOMMENDATIONS

19. Risk Assessment: Eight, with two points being accrued for an out-of-home placement (foster care), two points for occasional use of marijuana, one point for occasional use of alcohol, one point for school problems being handled at a school level and two points for negative peer contacts.
20. Impressions/Assessment: [REDACTED] will be 18 years old at the end of January 1992. Based on physical appearance he could already be mistaken for an individual in his early 20s. In conversations with this young man he presents himself in a quiet manner. He has been extremely upset about what he did and shows appropriate remorse and accountability for his behavior. [REDACTED] presents himself as a young man who is deeply depressed and whose life was coming undone for a variety of reasons. He was not going to be playing football and lacked structured activity, he was experiencing difficulty with the rules of his guardians and wishing to test his independence and gain more free time, he lost his girlfriend and primary companion for the last year and a half and resigned his job of the past ten months. [REDACTED] recognizes that none of these circumstances justify his involvement in this matter. He seems fully prepared to accept whatever consequence he receives, including that of a prison sentence if remanded.

It is this Writer's impression at this time that retaining the child in detention is not least restrictive to conform behavior nor least restrictive to ensure appearance at future Court proceedings. It is also this Writer's wish that we prepare [REDACTED] for ongoing therapy. His family background clearly indicates extensive abuse, violence, and neglect. It is amazing that this young man has not had personal and legal difficulties prior to this time. It is strongly felt by this Writer, his friends, family, and other professionals who have worked with him that this incident stems in part from [REDACTED] no longer being able to repress some of these memories and feelings. It is perceived that he is treatable. This Counselor wishes to transition [REDACTED] to the 30-day AIT Program to have further assessments done before taking a firm position on remand. This Writer further wishes to have the child released on probation following successful completion of the AIT Program to return to school and engage in individual and family therapy again. The educational plan for this young man according to Cleveland High

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 01/21/74

NO. 73666A

School Administrators is that he will be transitioned to either Lincoln, Wilson, or Marshall. Long-range planning for this young man would include an assessment at four to six months into his probation as to how he has responded to therapy with plans then being initiated for placement in either the Youth Progress or Job Corps program.

21. Recommendations:

A. Community Protection: It is recommended that the child be placed on one year formal probation on the charge of Unauthorized Use of a Vehicle and that he receive the standard conditions. Additional conditions include all those pertaining to school. Further it is recommended that the child be ordered to have no contact with codefendant [REDACTED] with the victim Judge Philip Abraham

B. Accountability: It is recommended that the child be ordered to complete 40 hours of community service and to pay restitution to the victim in the amount of \$250 by January 1, 1992.

C. Skill Building: It is recommended that the child be ordered to cooperate with and successfully complete the AIT Program, to cooperate with a drug and alcohol assessment and all required treatment, to cooperate with any and all psychological testing and treatment as deemed necessary and to cooperate with skill building services as recommended by the Court Counselor.

William G. Morris
Casework Supervisor

Kathleen C. Brennan
Juvenile Court Counselor

KB4394.cs

09/26/91

C O P Y

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: ██████████

DOB: 05/03/76

NO. 65,848-A

11/13/91 - On the aside date the above case was transferred to the undersigned Counselor for probation supervision. ██████ was placed on probation on November 6, 1991, on the charge of UUMV. An Offense Specific Case Management Interview was completed on December 30, 1991, the following of which is derived:

A. Offense Pattern: ██████ indicates that the incident occurred but she could not remember exactly when. According to the police report it occurred on October 7, 1991, and it involved a friend, Kathy, age 15 or 16. She indicated that they wanted to get some money in order to get high, so pretended to be prostitutes on 82nd Avenue. Apparently, a man stopped, they took a knife, held it on him, stole his car and made him buy them alcohol. Apparently, later the guy managed to get away, contacted the police, and the police arrested her soon, thereafter. She said at the time, she would go to any length in order to get drugs and indicated that she was in a drug and alcohol program, but felt that it was a dishonest program. She thought that she would be going to Hillcrest, but indicated that she wasn't really thinking about consequences.

B. Drug/Alcohol Use: ██████ indicates that she first used drugs and alcohol at the age of 10 or 11 and says that she drinks every night now when she can. She indicates that her preference is St. Ives or Old English Malt Liquor, that she usually does drink until she becomes drunk. She indicates that she likes the taste of alcohol, that she's passed out three times, and that she's been sick at her stomach five times from drinking. She indicates that she's had blackouts a few times and first tried marijuana at the age of 13. She indicates that depending upon the strength of the marijuana she can get high on a couple of hits or a gram if it's home grown. She says that her father is a drug addict and indicates that she does have a problem with drugs and alcohol. She denies, however, that she's unable to control her use but says that she chooses to do so. She indicates that the drugs that she has used are cocaine, which is her drug of choice, crank, that she has also sniffed glue, used speed and acid. She has been referred to Mainstream for a current evaluation. Tisha prior has completed DePaul, and been in several drug and alcohol treatment programs.

C. Family Assessment: ██████ indicates that she has been in CSD placements for five or six years, having left the family home because of sexual abuse on the part of her brother, ██████ who is presently 18 years of age. She indicates that ██████ sexually abused her for a year and a half and has never been prosecuted for his crimes. She says that she has a relationship with her mother where they visit each other, but her mother does not want her back and she does not want to return home, because she feels that her mother has abandoned her and protected her brother. She indicates that her mother was upset when she heard about her getting into trouble. When she lived at home she says they never

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 05/03/76

NO. 65,848-A

talked, mostly they watched TV and that when she started getting into trouble, her mother was scared for her. She indicates that they were very close five years ago, and if they had disagreements they tended to scream at each other, pull hair, hit with fists or her mother sometimes hit her with a belt. She says her stepdad kicked and punched her and her real father hit her one time. She says she was emotionally abused by her dad, primarily by him being not available for her and he also lied to her. She says her stepdad emotionally abused her by calling her bitch and other derogatory terms that lowered her self-esteem. She indicates that on one occasion she attempted suicide seriously by taking 150 pills, but her grandfather found the empty container and had her hospitalized and her stomach pumped. She indicates that she was in the hospital five days on that occasion. She indicates that she slit her wrist at age 12 and that if she choose to commit suicide she would do it with a gun. She says that she often thinks about suicide and the last time she thought about it was last weekend.

[REDACTED] indicates that she has run away 50 times or more, and that usually she runs away in order to manipulate people. She says that she handles her anger by using drugs or sometimes yelling at people or hitting walls. She indicates that her brother, stepdad, dad, mom, cousin, uncle, aunt, and two stepmoms (who were prostitutes who killed themselves), all have been arrested. She says that in her family she is closest to her baby brothers, [REDACTED] and [REDACTED] who are three and six years of age and her half brothers who live with her mother. She also says that she is close to her mother. In terms of violence in the family she says that she has seen her stepdad slap her mother and hold her down, this happened two or three years ago and is not aware of other violence in the family.

D. Peer Assessment: She indicates that her best friends are Dominique, who is a young lady she met in treatment, Kai age 17, Jason age 19, and Bonnie age 17. She says that the last time she did something with friends is when she vegged out with Jason. She says that all of her friends she's met a year and a half ago and friends that she's met in treatment. She likes to play video games with friends, go to movies, or go out for coffee. She also likes to go in fast cars and do exciting things with friends. With family, when she lived with them, she liked to go bowling, with other friends when she's not been in treatment she likes to do drugs and steal with them.

E. Skills and Strengths: [REDACTED] indicates that she is best at manipulating people, that other things that she has done are, she took piano lessons, she played baseball for five years, and was involved in the Pass club. She says that her mother goes to church weekly, however, she is not involved in any church group.

MULTNOMAH COUNTY OREGON
Juvenile Justice Division

In RE: [REDACTED]

DOB: 05/03/76

NO. 65,848-A

F. Goals: [REDACTED] indicates that she is presently not in school and last attended Lent's Education Center. She indicates that she would like to go on to college, but isn't sure what she would like to do with her life. Her job history has included working for Dairy Queen, Poncho's as a busperson. She presently is ninth grade level, however, is not attending any school having been suspended from Lent's Education Center.

[REDACTED] indicates that if she were to put her finger on one thing as the cause for her getting into this trouble it was her use of drugs. She indicates that her worst thing that could happen to her would be for her to get back involved in gangs, and that if she could have any wish it would be for her friend Dominique to be her mother.

Based upon the social information presented by [REDACTED] in this interview and the information in the file, offense factors were identified and which include:

1. Parents or other family member model illegal behavior, violence, or sexual abuse.
2. [REDACTED] uses drugs to escape emotional pain, or reduce inhibitions, also to alter depression, self-concept, and maybe addicted to them.
3. Not in school or work, too much free unsupervised time.
4. No alternatives for handling failure, fear of failure, frustrating experiences, depression, anger, rejection and abuse.

Based upon these factors a case plan will be derived which will include:

1. Drug and alcohol treatment.
2. School adjustment.
3. Adjustment in her living situation.
4. Completion of Community Service work. Tisha's been signed up to complete Community Service through the Saturday work program.
5. Counseling to deal with issues of past abuse.

The case will remain open for active supervision.

Phil Lingelbach
Juvenile Court Counselor

AITP Comprehensive Assessment
Juvenile Justice Division
Multnomah County
Portland, Oregon

NAME: [REDACTED] DOB: 01/21/74 CDR: 73666
ADDRESS: [REDACTED]
PROGRAM ENTRY DATE: 09/27/91 TRANSITION DATE: No later than 10/27/91
DATE OF ASSESSMENT: 10/20/91 AUTHOR: Lon Cook
COURT COUNSELOR: Brennan CSD WORKER:
FAMILY COUNSELING: Casey Family Services
PARENT/LEGAL GUARDIAN: [REDACTED]
ADDRESS: [REDACTED] PHONE: [REDACTED]
FOSTER PARENT: None
ADDRESS: PHONE:

COPIES FURNISHED TO: Kathleen Brennan

REASON FOR REFERRAL

[REDACTED] was sent to the AIT Program for Assessment Intervention and Transition services relating to several felony charges relating to a robbery incident that occurred on approximately 09/08/91. It should be noted that [REDACTED] has an extensive history with the Court that is of a dependency nature. It should also be noted that this is [REDACTED]'s first delinquency referral to this Counselor's knowledge. It is this Counselor's understanding that only a portion of the charges have been dealt with to date and that pending charges will be handled sometime in the near future.

SIGNIFICANT PSYCHO-SOCIAL INFORMATION

1. FAMILY:

- A. Significant History: See existing Court Summary documentation done by Kathleen Brennan on 09/26/91 also the Psychological Evaluation approximately 10/18/91 by Dr. Charelton from Portland.
- B. Current Status: This Counselor will not repeat information contained in the Court Report by Kathy Brennan. This Counselor will attempt to update and comment on present experiences with this family. On 10/13/91 at 1:00 PM a family meeting was held. The meeting was attended by [REDACTED]'s uncle, [REDACTED]; his aunt, [REDACTED]; the [REDACTED]'s daughter, [REDACTED] age 14; another daughter, age 11, named [REDACTED] and a younger son named [REDACTED] age 8 1/2. The family presented as alert, informed, well groomed, stable, and open to all discussions regarding the current situation of [REDACTED] behavior and legal status. This Counselor spent approximately an hour and a half working with this family and noted them to be easy going, happy, and universally supportive of [REDACTED]. Throughout the discussion it became apparent that [REDACTED] and [REDACTED] want positive things for [REDACTED] but at the same time are very willing to be very straightforward with him in expressing their expectations and intentions to

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 2 of 8

see that he follows through in a positive way on all expectations of the Court as well as family rules and regulations. [REDACTED] appeared to relate very, very positively with all members of this family. In separate discussions with both the aunt and the uncle, this Counselor noted that the family very strongly wants counseling for [REDACTED] regarding his issues of anger and a tendency to withdraw and be passive and non-expressive. The family clearly stated that most of the time [REDACTED] is a happy, open young man and is occasionally overwhelmed by issues relating to past traumas as well as present day to day anger-related issues. The family also expressed their desire for [REDACTED] to return to their home with a very strictly designed probation services packages and also that he should be placed on suspended commitment so as to realize the severity of his situation with respect to his crime. The family's concerns are similar to those historically expressed in as much as they expect [REDACTED] to obey curfew, and to spend more time with the family instead of delinquent friends. The friends also strongly expressed the desire for [REDACTED] to be more open to discussions about his feelings and to have a strong commitment to his present goals of understanding the origin of his anger better. The family stated that [REDACTED] is not a hurtful or cruel person in and around their home.

Overall, the family clearly presented as warm and supportive toward [REDACTED] with a strong expectation that he conform more appropriately to family expectations. During the course of the family meeting, this Counselor observed [REDACTED] to be clearly uncomfortable and disturbed by the stress he was placing upon this family.

2. PSYCHOLOGICAL/PSYCHIATRIC:

- A. Significant History: See existing dictation.
- B. Current Status: While in the AIT Program [REDACTED] completed a Jesness Inventory Profile on 10/02/91. The results of this profile were that overall [REDACTED] scores were not of a highly delinquent nature. His highest score was in the area of manifest aggression with second highest score in the area of social anxiety. The profile subscales of repression and denial were low indicating a valid profile at this time.

Young people with this profile typically have an awareness of unpleasant feelings especially of anger and frustration. [REDACTED] may have a tendency to react readily with these emotions in an obvious discomfort concerning the presence and control of these feelings. While it may seem reasonable to assume that a high score in the area of manifest aggression would be associated with anger outbursts of temper and hostile aggressive behavior, no close relationship should be assumed because it is likely that some persons are highly concerned about the control of their feelings and may display unusually conforming over-control

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 3 of 8

behavior. Manifest aggression as used here means simply the perception of unpleasant feelings, especially of anger and discomfort concerning their presence and control. Young people having this tendency may express disappointment with others, feel frustrated in efforts to understand and feel comfortable with themselves, and may exhibit conforming over-control behavior for fear of losing control.

Young people with this profile also may demonstrate a conscientious emotional discomfort in getting along with people. The profile suggest that [REDACTED] may feel nervous tension, self-consciousness, sensitivity to criticism, may be unduly shy and have a tendency for self-blame. The profile also suggest that [REDACTED] may at times be a loner, feel depressed, and may have an inability to play and work effectively in groups.

[REDACTED] very slight elevation in the area of Social Maladjustment suggests that he may have a negative self-concept, feel at once misunderstand, unhappy and worried, distrust authority, and may often be aware of and bothered by feelings of hostility which he has trouble controlling. This portion of the profile also suggests that [REDACTED] may be sensitive to criticism, exhibit aggressive behavior and demonstrate a lack of personal responsibility for his actions.

[REDACTED] profile subscale in the area of immaturity scored at appropriate levels for a 17 year old male at the time of this testing.

While in the AIT Program [REDACTED] completed an incomplete sentence blank which yielded the following statements:

"If I were older I would go to work;" "Girls are my choice;" "Boys are my friends sometimes;" "My teachers are pretty cool!"; "If my mother would only give me more privileges;" "my mother and I always seem to disagree;" "I wish that I could get what I always want;" "When I'm of age I want to get a real job;" "My father should know that I smoke;" "I think brothers are cool;" "Sisters can be cool;" "young children in the family are very observing;" "older children in the family are looked up to;" "What I want most is for things to be back to good;" "friends are there most of the time;" "I can never see enough of a particular girl;" "I'm always thinking of her;" "If I had my way I'd get the hell out of here and take back what I did;" "my trouble is letting my feelings out before I blow up;" "When I was little I saw and learned a lot that I shouldn't have;" "I know I should be the best I can;" "what I want is to be trusted again and be set free;" "most important to me is that I get help and be with society again;" "I hate being locked up;" "why must I get so upset and do stupid things;" "I wish I could be real smart and very successful;" "kid brothers are cool;" "a big sister is alright;" "I like best to go out with a girlfriend;" "right now things seem really messed up;" "I'm ashamed of what I did;" "ten years from now I want to be very successful;" "I could do better in school if I put my mind to it;" "my father never sees me that

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 4 of 8

much;" "It always seems as though no one really understands where I'm coming from;" "If I could just prove myself again;" "things would be better if I could have another chance;" "I don't know why I took the Judge's car;" "I would never hurt anyone;" "A big brother should always show an example;" "A little sister should listen to older brothers;" "I should like to be like my uncle;" "I want to be a construction worker;" "dating can be very fun;" "I am most afraid of losing things or people;" "the worst that could happen is if I were to lose the people that mean a lot to me;" "Every since I could remember my aunt and uncle have been there for me;" "I need to my act together;" "I could do best without always having to prove myself to people;" "taking test like this kind of bother me".

Overall this Counselor's observation of [REDACTED] participation in the AIT Program would suggest that the above testing profiles and narrative are consistent and accurate with respect to how [REDACTED] conducted himself in AIT Program. This Counselor would further add that [REDACTED] seems to be a passive, quiet young man in most situations until he understands what is expected of him in a structured environment. Having gained this understanding, [REDACTED] immediately excels brilliantly in all aspects of a program such as the AIT Program. It should be noted that [REDACTED] tends to be attracted to older more aggressive peers. It should also be noted that in the AIT Program [REDACTED] very successfully confronted and was instrumental in changing the negative attitudes of older aggressive peers with whom he associated from day to day. This Counselor is not sure that this same circumstance would occur on the streets where the lack of program structure would make it more difficult for [REDACTED] to consistently conform to his positive goals. Overall, [REDACTED] presented at all times in the AIT Program as a likeable, charming, creative, and expressive young man. [REDACTED] succeeded most highly in these areas when prompted by staff. Most staff prompting occurred when [REDACTED] was observed to become quiet, withdrawn, and somewhat confused.

At no time did [REDACTED] exhibit obvious signs of hyperactivity or attention deficit issues. [REDACTED] did tend to exhibit a mildly withdrawn and depressed state at times during his participation in the AIT Program.

3. MEDICAL:

- A. Significant History: See existing dictation.
- B. Current Status: While in the AIT Program [REDACTED] did not demonstrate any obvious medical need.

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 5 of 8

4. EDUCATIONAL:

- A. Significant History: See existing dictation.
- B. Current Status: While in the AIT Program [REDACTED] participated successfully in all portions of the school program as well as the extensive written component of AIT. [REDACTED] had no behavioral incidence whatsoever.

While in the AIT Program [REDACTED] took part in informal academic testing. The testing results were that [REDACTED] scored at a high school level on the Slosson Reading test. [REDACTED] scored at grade 8.5 on the Wide Range Achievement Math test. These grade equivalent scores are significantly higher than the average young persons scores who participates in the AIT Program.

While [REDACTED] participated successfully in all aspects of academics, he consistently was most easily motivated in projects involving his creativity and artistic abilities.

5. SEXUALITY:

- A. Significant History: See existing dictation.
- B. Current Status: While in the AIT Program [REDACTED] exhibited age appropriate and respectful attitude towards sexuality. At no time did [REDACTED] engage in inappropriate sexual behaviors.

6. ALCOHOL AND OTHER DRUGS:

- A. Significant History: See existing dictation.
- B. Current Status: While in the AIT Program [REDACTED] took part in an initial Mainstream alcohol and drug assessment dated 10/01/91. The results of the initial assessment were that [REDACTED] reported first using alcohol at age 5 when he drank from his mother's drinks. He said he currently drinks one 12 ounce beer once or twice a month. [REDACTED] stated that his last alcohol use was early August of this year. [REDACTED] says that he feels depressed while under the influence of alcohol. [REDACTED] stated that he first tried cannabis at age nine, and currently smokes one hit anywhere from twice a month to twice yearly. [REDACTED] states his last use of cannabis was also early August of this year. [REDACTED] states that he tried cocaine one time only at age 15 and denies use of any other mood altering chemicals. [REDACTED] insists that he was absolutely not under the influence of any drugs or alcohol during when doing the crime for which he is now doing detention. The alcohol and drug statement is that since [REDACTED] is at high risk for substance abuse because he comes from such an extensive family history of chemical dependency that [REDACTED] should join the six week ongoing assessment

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 6 of 8

group done one week by Mainstream ESI here at the Court. (This Counselor's understanding is that the Mainstream Counselor is referring to [REDACTED] biological parents who are no longer involved with him, and that the A and D Counselor is not referring to the aunt and uncle currently involved with [REDACTED].)

PROGRAM INFORMATION/INTERVENTION

7. **Behavioral Stabilization:** Behavioral stabilization is defined as achieving a consistent level of behavioral patterns, and assessing the dynamics of the child's behavioral strengths and weaknesses. This assessment is based on: Incident Reports, program point system, individual and group counseling, time-outs, room locks, staff and peer review in community meetings, written assignments relating to behavior, and daily staff debriefings. Additionally, the assessment reflects the overall attitude and reaction of the child toward the program intervention process.

Upon entry into the AIT Program [REDACTED] required no efforts from program staff to achieve behavioral stabilization. At no time was [REDACTED] destructive of property, assaultive of peers, or disrespectful to staff. At all times [REDACTED] conducted himself in a peaceful and respectful manner. Behaviorally [REDACTED] initially presented as shy and somewhat withdrawn while being somewhat passive. After the first week [REDACTED] began taking on a stronger and stronger leadership role in the community with respect to his own and other peoples' behavior. [REDACTED] presented behaviorally at all times as age appropriate and consistent.

It is interesting to know that on the positive side [REDACTED] consistently succeeded in helping older aggressive peers to modify their aggressive behaviors and to subsequently become more positive community members in the program. On the negative side it should be noted that [REDACTED] usually associated with older aggressive peers to begin with. It should also be noted that these older aggressive peers easily respected and followed [REDACTED]'s lead after [REDACTED]'s initial week of passive presentation. Staff confrontation regarding [REDACTED] consisted primarily of the need to motivate him towards more peer association rather than permitting him to passively isolate as he sometimes tended to do. *

8. **Program Interventions:** Program interventions consist of work on treatment issues as defined by the child, Court Counselor, and AITP treatment staff; multiple daily skills groups based on the themes of MAKING RESPONSIBLE CHOICES, RESPECTING YOURSELF, AND LIVING WITH OTHERS, centered on the program philosophy of "IT'S YOUR LIFE;" daily community meetings containing staff and peer review of treatment issues; individual counseling; and community-based educational groups conducted by Mainstream Alcohol and Drug Program, Street Law, PIC Employment Program, Multnomah County Public Health Services, and Salvation Army Pastoral Services.

[REDACTED] participated above average to excellently to all aspects of the AIT Program. It immediately became evident that [REDACTED] has a strong awareness of his feelings of

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 7 of 8

anger, but little understanding as to the origin of his feelings and what to subsequently do to effectively deal with his feelings of anger. The program primarily focused on helping [REDACTED] to understand those situations where his anger is becoming an issue for him and then to subsequently identify and practice assertive coping skills. [REDACTED] proved readily willing to approach his problems and to continue working on them. The program staff agree with this Counselor in saying that [REDACTED] appears to have a strong need for mental health counseling rather than a strong corrections intervention at this time. Obviously protection of the community and accountability issues are prominent in as much as this young man has committed a serious crime. However, [REDACTED] issues tend to come out of his anger related issues rather than a desire for going against social norms.

[REDACTED] responded well to intervention in individual counseling, group counseling, and peer confrontation as well as confrontation from adult authority. IT SHOULD BE NOTED THAT WHILE [REDACTED] DEFINITELY RESPONDED IN A POSITIVE MANNER AND CONSTRUCTIVE MANNER TO ALL PHASES OF PROGRAM INTERVENTIONS, THAT [REDACTED] WILL DEFINITELY NEED FURTHER COUNSELING AROUND THESE SAME ISSUES AFTER LEAVING AIT.

9. Family Orientation Meeting: Please see Section 1. FAMILY of this document.
10. Transition Planning Meeting: A transition meeting will be held on 10/21/91 at 3:45 PM. Obviously for the need of dictating this document prior to the transition meeting so as to have this document available for the remand hearing process, the input and notes from the transition meeting cannot be contained in this document. However, this Counselor will record here the recommendation that will be made from AIT Program at the orientation meeting on that date. This Counselor's opinion regarding the transition process is that [REDACTED] should return to the home of his aunt and [REDACTED] and [REDACTED]. The overall family identity seems to be intact, strongly supportive, and direct with respect to the issues at hand. The family certainly conducted as open and receptive to all input from this Counselor. This Counselor's opinion would be that [REDACTED] should participate in a strongly monitored drug/education treatment program and also that [REDACTED] should attend school and work so as to occupy his time and focus him towards positive events in the community. It is also this Counselor's opinion that [REDACTED] should PARTICIPATE IN AT LEAST WEEKLY COUNSELING SESSIONS AND/OR GROUP ORIENTED SESSIONS, SPECIFICALLY, REGARDING THE ISSUES OF ANGER AND ITS ORIGIN IN THIS YOUNG MAN.

SUMMARY AND RECOMMENDATION

11. Projected Plan and Placement: Home with strong probation support package containing alcohol and drug education, mental health counseling, attendance of probation support groups, employment and education.

AITP COMPREHENSIVE ASSESSMENT

NO: 73666

Page 8 of 8

12. Overview of Treatment Issues: Overall, testing and program involvement suggest the following themes and recommendations for [REDACTED] at this time.

It is this Counselor's strong opinion that it would not be to the advantage of either [REDACTED] or the community that this young man be remanded to Adult Court at this time. His participation in the AIT Program suggests that he would best benefit from a strong probationary package and intensive mental health counseling regarding family of origin issues relating to trauma of both a physical and emotional nature. [REDACTED] strongly needs to understand and practice skills that would help him deal with his anger related issues that involved his family of origin, problems relating abandonment, abuse, neglect, and loss.

[REDACTED] can best be described at this time as an intelligent, articulate, and artistic young man with a high degree of potential should the system correctly address his issues at this time. The severity of his behavior is strong enough to merit a strong probation package, but this Counselor strongly feels that efforts by the Court should be focused on counseling and mentoring interventions rather than classical corrections such as confinement in an institution. [REDACTED] participation in the AIT Program are seen as very positive and successful at this time. [REDACTED] presents as motivated and willing to receive information and intervention by the Court system at this time. [REDACTED] family appears to be alert, intact, and supportive of him at this time. Overall, [REDACTED] presents as a somewhat passive, naive and confused young man who is struggling with issues of anger and frustration which he has little insight into.

This Counselor's strong opinion would be that, because of his age and potential for future risk of harming society and himself, [REDACTED] be placed on suspended commitment and have a very firm, strongly monitored probation services package. It is also this Counselor's strong opinion that if [REDACTED] motivation falters and he subsequently is referred on criminal charges in the future that [REDACTED] be committed to MacLaren in order to protect the community. However, such commitment to MacLaren would be inappropriate at this time in this Counselor's opinion.

Lon Cook
Juvenile Court Counselor

LC2640.ca
October 21, 1991

C O P Y

ADMISSION SUMMARY
Multnomah County

[REDACTED] JCS#

Court # 8609-81382

IDENTIFYING DATA:

COMMITTED:	Hillcrest	JUDGE:	Connie Isgro
ADMITTED:	06/26/91	ETHNICITY:	African-American
COMMITMENT EXPIRES:	06/26/96	HEIGHT:	5'5"
AGE:	14	WEIGHT:	130
BIRTHDATE:	09/05/76	EYES:	Brown
BIRTHPLACE:	Multnomah County	HAIR:	Black
ADDRESS:	9437 N Portsmouth	BUILD:	Medium
RELIGION:	N/A	SOC.SEC.:	Unknown

DELINQUENCY HISTORY:

Commitment Offense:

- A. April 26, 1990, Theft I - [REDACTED] knowingly received stolen property while living at St. Mary's Boys' Home.
- B. June 6, 1991, Theft III - [REDACTED] stole a carton of cigarettes from a gas station.

PROGRAM RECOMMENDATIONS:

I recommend that [REDACTED] receive drug and alcohol treatment, education and a skill building package. While being on probation, I observed [REDACTED] illness with alcohol and drugs. [REDACTED] hasn't fully gone to school for about two years. So, he is behind in his education. [REDACTED] is an intelligent young man but the lack of structure in his life doesn't permit him to mature. Also, [REDACTED] is a very angry young man who needs to learn how to deal with his anger.

If [REDACTED] is paroled, [REDACTED], his mom, [REDACTED] and his mom will need family counseling. [REDACTED] enables her son in maturing and accepting responsibility. If mom doesn't change, parole, to mom, would be detrimental to Stephen's maturity. I also believe [REDACTED] should participate in either the Male Responsibility Program or MYCAP after serving his time at Hillcrest. These two programs will help cater to [REDACTED] problems.

John Ashford
Juvenile Court Counselor

Attachments

JA232.as
July 10, 1991

1. Name of Parolee Steven Robinson
2. Date of Parole 7/14/92
3. Parole Officer Hanan Jones
4. Date of recommended parole revocation 12/29/92
5. Name of person recommending revocation _____
6. Date parolee was returned to the Training School 12/29/92
7. Date and place of Preliminary Hearing 12/29/92 Mult. Co. Juv. Dept.
8. Parties present at Preliminary Hearing Steven Robinson, Hanan Jones

9. Alleged parole violations:

Assault Tanya Triplett
 Rob 1 x 2 coercion
 Rob 2 x 4
 Kidnap 1
 UUV

The student (is) (~~is not~~) requesting a Formal Revocation Hearing.

Student's statement when a Formal Hearing has been requested:

denies charges

10. Summary of information supporting alleged parole violations available at the hearing:
 (Attach all documents) Police rpts.

11. Hearings Officer's Determination: The Hearings Officer finds that there (is) (~~is not~~) probable cause to believe that the parolee violated his parole for the reason that:

Rob 1 x 2 coercion Rob 2 x 4 Kidnap 1 UUV	}	no finding on charges of assault against Tanya Triplett
--	---	---

12. Hearings Officer's Recommendation: The Hearings Officer recommends that:

parole be revoked: Return to institution pending charges being tried.

Date of Report: 12/29/92

CC: Jones

B. Morris

Hearings Officer

CHILDREN'S SERVICES DIVISION
JUVENILE CORRECTIONS PROGRAMS

ELECTION ON FORMAL REVOCATION HEARING

I, Steve Robinson, understand that I have the following rights:

- (1) the right to see in writing the charges against me;
- (2) the right to a hearing in front of people (the board) who did not bring the charges against me and who will be fair to me;
- (3) the right to know about why the charges have been brought against me;
- (4) the right to tell my side of the story and bring all paper (letters, etc.) and anyone who can tell about my side of the story;
- (5) the right to question anyone at the hearing who talks in favor of ending my parole. I understand that some people who are in favor of ending my parole may not be at the hearing because the hearings board decided that there are good reasons for not letting me talk to them;
- (6) the right to see in writing the decision the hearings board might make with all the facts and reasons for their decision;
- (7) the right to hire a lawyer at my own expense, or request one at the State's expense if I don't have enough money to afford my own.

If I decide that I do not want the above rights to a hearing and that I will follow the decision at the first hearing (preliminary hearing), then I reject the right to a hearing:

X X Signed _____ Date _____

If I do want this hearing and all the rights listed above, I will sign here:

X Signed Steven Robinson Date 12/29/92

Signature of Hearings Officer B. Morris

JUVENILE CORRECTIONS PROGRAMS

COTTAGE: _____

IN THE MATTER OF THE REVOCATION OF THE

State PAROLE
PAROLE/FOSTER CARE/CHILD CARE PLACEMENT OF

) INSTITUTION FILE: 23129
) COUNTY OF COMMITMENT: MULT
) DOB 9-15-76
) PAROLE OFFICER: JONES
) DATE PLACED: 7-14-92
)

A JUVENILE TRAINING SCHOOL STUDENT

TO: Steven Robinson PURSUANT TO ORS CHAPTER 420, AND CHILDREN'S SERVICES DIVISION PROPOSED ADMINISTRATIVE RULE, ENTITLED, "PAROLE REVOCATION PROCEDURES," YOU ARE HEREBY NOTIFIED THAT A PRELIMINARY REVOCATION HEARING WILL BE HELD AT :

DONALD E. LONG ON THE 29 OF Dec, 1992
(DAY) (MONTH)

TO DETERMINE:

(1) IF THERE IS PROBABLE CAUSE TO BELIEVE THAT YOU HAVE VIOLATED THE CONDITIONS OF YOUR COMMUNITY PLACEMENT IN THE FOLLOWING PARTICULARS:

Assault allegation on Tanya. ~~For~~ Triplett.
New Charges 2 cts of Robb I - ~~Acts~~ of Robb II -
Kidnapp 2 - UVV and Coersion.

DATE

PER: _____

STAFF RECEIVING REVOCATION INFORMATION

OR, (2) IF CONTINUATION OF YOUR PLACEMENT WOULD NOT BE IN YOUR BEST INTERESTS OR THE BEST INTERESTS OF THE COMMUNITY FOR THE FOLLOWING REASONS:

YOUR RIGHTS AT THE PRELIMINARY HEARING ARE:

- (1) TO APPEAR AND PRESENT EVIDENCE IN YOUR BEHALF
- (2) TO RECEIVE COPIES OF THE WRITTEN EVIDENCE TO BE USED AT THE HEARING

AT THE CONCLUSION OF THIS HEARING THE HEARINGS OFFICER WILL DETERMINE WHETHER THERE IS PROBABLE CAUSE TO CONTINUE TO DETAIN YOU FOR A FINAL DECISION ON REVOCATION, BUT THE HEARINGS OFFICER IN ANY CASE MAY RECOMMEND A FORMAL HEARING BE HELD.

IF IT IS DETERMINED THAT THERE IS PROBABLE CAUSE, YOU MAY

- (1) REQUEST A FORMAL REVOCATION HEARING FOR THE PURPOSE OF CONSIDERING CONTESTED RELEVANT FACTS AND WHETHER THE FACTS AS DETERMINED WARRANT REVOCATION, OR
- (2) ADMIT THAT REVOCATION IS WARRANTED AND WAIVE YOUR RIGHT TO A FORMAL HEARING.

I DECLARE THAT A TRUE COPY OF THIS NOTICE WAS GIVEN TO AND EXPLAINED TO THE ABOVE-NAMED STUDENT BY ME ON THIS DATE.

Haran Jones 12/29/92
PERSON PRESENTING NOTICE DATE

ORIGINAL - INSTITUTION FILE

CC: PAROLE FILE, STUDENT, HEARINGS OFFICER

J(P #1 8/79

MULTNOMAH COUNTY
COMMITMENTS TO MACLAREN/HILLCREST TRAINING SCHOOLS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1988	10	10	16	14	10	6	10	10	12	13	12	7	130
1989	8	8	9	7	14	10	6	14	8	12	11	13	120
1990	11	10	6	12	11	14	9	2	3	4	0	5	87
1991	6	4	3	8	8	6	9	6	6	10	7	2	75
1992	11	8	7	5	5	7	13	4	8	9	5	7	89
1993	7	9	9	4	16	10	12	8	5	9	8	6	103
1994	14	11	14	9	10	9	8	16	16	15	9	11	142

CULTURAL DIVERSITY PLANNING GROUP

FIVE YEAR WORK PLAN/GOALS

TO FURTHER OUR UNDERSTANDING OF DIFFERENT BEHAVIORS, TRADITIONS AND LIFE EXPERIENCES OF VARIOUS CULTURAL, ETHNIC, RACIAL, GENDER AND OTHER COLLECTIVES BOTH WITHIN THE WORK FORCE AND CLIENT POPULATION IN ORDER TO:

1. Foster an environment that attracts, retains and promotes a diverse and multicultural staff.
2. Facilitate and encourage cross-cultural communication within the Division.
3. Ensure the development and implementation of cross-cultural diversity, knowledge, empathy and respect in policy, planning and service delivery systems within the Division.
4. Provide bold and innovative leadership by advocating for diversity and cross-cultural knowledge, empathy and respect in partnership with the service provider community and in the community at large.
5. Seek and receive knowledge, information and resources from the community. Improve our knowledge, empathy and respect of the various community collectives.

DEFINITIONS

DIVERSITY - Various differences in groupings of individuals by race, color, ethnicity, physical characteristics, values, economics, experiences and preferences.

COLLECTIVES - Grouping of individuals sharing similar needs, characteristics and/or preferences.

CULTURE - The sum of the characteristics, values, behaviors, beliefs and traditions typical of a group of people.

CROSS-CULTURE - Demonstrating literacy and competency of more than one culture.



Mission Statement

*The Multnomah County Juvenile Justice Division
is committed to:*

Protect the community.

Hold youth accountable for their actions.

Impose sanctions in a fair and just manner.

*Assist youth in developing skills to become
contributing members of a diverse community.*

*We are further committed to the protection of children
who are abused, neglected, or abandoned.*

*We recognize and honor diversity, demonstrate
bold and innovative leadership in the community
and provide staff with a work environment
conducive to personal growth and development.*

JUVENILE JUSTICE DIVISION
VALUE STATEMENTS

DIGNITY

"Believing in self and others"

We are committed to establishing and maintaining an environment that promotes excellence, honors and protects cultural diversity, recognizes merit, ensures propriety and values the contribution each individual is capable of making.

LEADERSHIP

"Guiding our future"

We provide positive direction through commitment to and communication of our values and mission. We promote an atmosphere which encourages action and provides the opportunity for new ideas to come forth and be acted upon.

SERVICE

"Making a difference"

We are committed to provide programs and interventions that are sensitive to a diverse cultural population and assist youth and families to prevent further juvenile delinquency and abuse and neglect.

ACCOUNTABILITY

"Measuring our progress"

Management and staff accept the responsibility to aggressively pursue the values, mission and goals of the organization through implementation of measurable outcomes and expectations.

DIVERSITY

"Valuing individual differences"

In order to provide our culturally diverse community with the highest level of service, we are committed to the creation and fostering of a culturally diverse and competent staff.

IDEALISM

"Dreaming what can be"

To establish and maintain a visionary environment that encourages the opportunity for accomplishment, recognizes achievement and challenges each individual to strive for perfection.

JUVENILE JUSTICE DIVISION
CULTURAL DIVERSITY PLANNING
FIVE YEAR WORK PLAN/GOALS

GOAL ONE: PROMOTE AN ENVIRONMENT WHICH ATTRACTS, RETAINS AND FOSTERS A DIVERSE AND
MULTI-CULTURAL STAFF

OBJECTIVE A - ATTRACT	Who	Activity	When	Date Completed
Work at making the agency more visible in the community.	Director Section Managers	Involve County Public Relations officer in JJD public information effort. Seek out opportunities to present JJD program descriptions and achievements to a wide variety of community groups. Provide press releases to print and electronic media in an effort to highlight the importance of our programs and our accomplishments.	Immediate	
Use our own staff to recruit new employees (essentially by "word of mouth" recruitment.)	Section Managers	Provide advance notice to all JJD staff of position vacancies, position prerequisites, and application deadlines.	Immediate	
Publicize the Division's commitment to "treatment" and skill development.	Administration and Staff	At every opportunity, JJD management and all staff will promote our Mission Statement with the treatment community and the community at large.	Immediate	
Take more practicum students.	Deputy Director	Assign to a supervisor or staff person the responsibility of developing a practicum program with a variety of colleges and universities. The practicum program should serve the needs of the JJD and our clients as well as the student.	01/93	
Work with Employee Services Division to remove barriers to obtaining a diverse staff (look at the testing, recruiting and interview process.)	Director	Create a committee to identify barriers to recruiting and retaining a diverse staff. The committee will then develop and assist in implementing strategies to remove those barriers.	10/92	

OBJECTIVE B - RETAIN	Who	Activity	When	Date Completed
Continue to provide meaningful training opportunities to staff.	Training Committee	The training committee will do an annual training needs assessment of all JJD staff. The training committee will then develop "in house" in-service training opportunities by drawing on the expertise and specialized skills of our staff.	01/93	
Recognize and acknowledge the value of employees and supervisors.	Section Managers Supervisors	Continue to acknowledge and highlight JJD staff achievements in the monthly report. Create a monthly or semi-monthly newsletter to highlight staff accomplishments. Establish an employee recognition event for all JJD staff.	10/92	
Provide feedback, encouragement and support.	Administration	Provide JJD managers and supervisors with management training to include strategies to involve and motivate staff. Establish and encourage a workplace climate where peer support and teamwork is an expectation.	01/93	
Agency should be supportive of opportunities for continuing education by offering flexible schedules and financial support.	Administration Training Committee	Provide opportunities for all staff by identifying educational training opportunities in community as well as funding sources.	01/93	
Encourage promotion of diverse individuals in the Division, County, and the State and other employment opportunities. (Go beyond just posting the job announcement.)	Director Section Managers	Strengthen lead worker positions and provide lead workers and other staff interested in career advancement with management training opportunities. Establish a mentoring program and encourage career development by publicizing promotional opportunities.	06/93	

OBJECTIVE C - RETAIN	Who	Activity	When	Date Completed
Staff must feel they are an important part of the agency and that they are truly involved in carrying out the Mission.	Administration	In developing JJD policy and procedures, involve staff at all levels.	Immediate	
Remove perceived barriers and hierarchy (i.e. "work classism") by cross training Groupworkers, Counselors, Administration, Information Services, etc.	Section Managers Training Committee	Establish an annual Cross Training plan which provides every staff person interested with at least one cross training opportunity per year.	01/93	
Art and photographs in the lobby that reflect the value of culture.	Cultural Committee	Continue and expand the celebration of diversity by displaying art and photographs in the lobby and around the building that reflects the value of diverse cultures.	Immediate	

GOAL TWO: FACILITATE AND ENCOURAGE CROSS-CULTURAL COMMUNICATION WITHIN THE DIVISION

OBJECTIVE A - PROMOTE STAFF INTERACTION	Who	Activity	When	Dated Completed
Brown Bag lunch "Information Exchange"	Cultural Committee, Skill Enhancement Committee	Set up brown bag lunches for special presentations. Work with other Division committees to plan lunch time events.	Starting immediately On-going	
Make multi-cultural case assignments to encourage Counselors to consult with one another.	Deputy Director, Counseling Supervisors,	Send a memo from the Cultural planning group to Counseling Manager and Counseling supervisors asking them to consider doing this.	Oct. 1, 1992	
Assign culturally literate staff as resources.	Section Managers, Supervisors	Include this in the memo to Counseling Manager and Supervisors. Create a resource list.	Oct. 1, 1992	
Promote informal consultation between staff.	Administration, Cultural Committee, Skill Enhancement Committee	Set up brown bag lunches. Encourage potlucks and other informal social opportunities for staff. Consider doing "staffings" on youth.	On-going	
Revisit Team Counseling	Deputy Director, Counseling Supervisors,	Include this in the memo to Counseling Manager and Supervisors.	Oct. 1, 1992	
Talk to each other about cross-cultural issues.	Cultural Committee, Skill Enhancement Committee	Brown bag presentations. Plan informal social events. Luncheon cultural events.	Starting immediately, On-going	

OBJECTIVE A - PROMOTE STAFF INTERACTION (Cont'd)	Who	Activity	When	Date Completed
Plan for diversity in office assignments.	Administration	Bring it as an issue to management - that when the opportunity arises for office assignments that diversity be considered.	New Building	
Encourage new staff to become involved in various committees and work groups.	New Employee Orientation, Supervisors	Recommend that a list of Division committees be circulated during orientation and that new staff be encouraged to participate. Ask that Supervisors encourage Division wide participation on committees.	The next orientation	
Remove perceived barriers and hierarchy, (i.e., "work classism") by cross training Counselors, Group-workers, Administration, Information Services, etc.	Supervisors, New Employee Orientation	Include cross-training in the initial orientation, discuss with management team, and look at other groups that have already done it.	Immediately, On-going	
Encourage individuals who receive training to share their experiences with other staff.	All Supervisors, Skill Enhancement Committee, Cultural Committee, Training Committee	Memo to Managers and Supervisors asking that they remind people to share their training experiences.	Oct. 1, 1992	
Skill group facilitators need to be diverse.	Section Managers, Supervisors	Memo to Supervisors	Oct. 1, 1992 On-going	
Promote diversity in committees and work groups.	Policy Committee, All Chairs of Division committees.	Need to have this included in policy and sanctioned. Each chair needs to help assure representation of the collectives.	Immediately, On-going	
Utilize talent within Division for training.	Skill Enhancement Committee, Cultural Committee, Training Committee	Compile a resource directory. Ask skill enhancement to consider organizing lunch presentations.	Immediately, On-going	

OBJECTIVE B: CULTURAL RECOGNITION	Who	Activity	When	Date Completed
Cultural experiences: Dragon Dance, Cinco de Mayo, System de Mai, St. Patrick's Day - other culturally specific events.	Cultural Committee Skill Enhancement Committee, Training Committee	Provide cultural presentations. Send hand-outs to staff explaining special events.	12/01/92	
Art and photographs in lobby to reflect value of culture.	Cultural Committee	Establish a separate committee to pursue this.	Sept. 1, 1992	
Utilize talent within Division for training.	Skill Enhancement Committee, Cultural Committee, Training Committee	Compile a resource directory. Ask skill enhancement to consider organizing lunch presentations.	Immediately, On-going	

OBJECTIVE C: RESOURCE DEVELOPMENT	Who	Activity	When	Date Completed
Make multi-cultural case assignments to encourage counselors to consult with one another.	Supervisors	Team Counseling, Include in memo to Counseling Manager and Supervisors	Oct. 1, 1992	
Assign culturally literate staff as resources.	Section Managers, Supervisors	Create a multi-cultural resource directory list.	Oct. 1, 1992	
Promote informal consultation between staff members.	Section Managers, Supervisors, Cultural Committee, Skill Enhancement Committee	Brown Bag lunches. Encourage potlucks and other informal social opportunities for staff. Consider doing "staffings" on clients.	Immediately, On-going	
Revisit team counseling	Deputy Director, Counseling Supervisors	Memo to counseling managers and supervisors.		

OBJECTIVE C: RESOURCE DEVELOPMENT	Who	Activity	When	Date Completed
Translate Division information Handbook, etc., into "Major Languages".	Cultural Committee	Signs in building. A.T. & T.		
Translate the Mission Statement into the "Major Languages".	Cultural Committee	Wait until the Mission Statement has been finalized. Select 3 languages to translate it into first.	May, 1993	
Develop a resource directory on Staff who are knowledgeable of languages, cultures, etc.	Cultural Committee	Contact staff for possibility of being on the resources list and suggesting outside agencies that are willing to act as resources.	January, 1993	
Encourage individuals who receive training to share their experiences with other staff.	Training Committee, Supervisors, Skill Enhancement Committee	Through "brown bag" lunches. Pot-luck luncheons. Copy and make hand-outs available in staff library. Encourage staff to share at staff/unit meetings.	By fiscal year, 1993-1994	
Develop a Resource Library that contains training materials on various cultures.	Skill Enhancement Committee	Purchase training materials that are culturally specific. Store hand-outs that staff get at trainings that are culturally specific.	On-going	
Skill group facilitators need to be diverse.	Section Managers, Supervisors	Memo to Supervisors	Oct. 1, 1992 On-going	
Utilize the talent within the Division for training.	Skill Enhancement Committee, Cultural Committee, Training Committee	Compile a resource directory. Ask skill enhancement to consider organizing lunch presentations.	Immediately, On-going	

OBJECTIVE D: ABSENCE OF MALICE	Who	Activity	When	Date Completed
Continue to provide cross-cultural training and education.	Cultural Committee	Continue to provide required all staff trainings. Invite guest speakers to make presentations.	On-going	
Communication informal and formal, discussions, policies, etc.		Staff Meetings Question box for staff. Potlucks Develop a resource directory on staff who are knowledgeable of languages, cultures, etc.	On-going, Sept. 1, 1992	
Utilize the talent within the division for training.	Skill Enhancement Committee, Cultural Committee, Training Committee	Compile a resource directory. Ask skill enhancement to consider organizing lunch presentations.	Immediately, On-going	
Talk to each other about cross-cultural issues.		Multi-cultural employees resource directory. Encourage unit supervisors to use team counseling in case management planning. Encourage unit supervisors to plan diversity in office assignments.	On-going	
Cultural experiences, i.e. culturally specific events. Dragon Dance, Cinco de Mayo, etc.	Cultural Committee	Dance presentation. Holiday Celebrations Theatrical Performances.		
Encourage new staff to become involved in various committees and work groups.	Section Managers, Supervisors	Include committee and work group discussions during new employee orientation. Have committees periodically circulate membership lists.		

OBJECTIVE D: ABSENCE OF MALICE	Who	Activity	When	Date Completed
Promote diversity in committees and work groups.	Cultural Committee, Skill Enhancement Committee, Training Committee	Monitor the collectives in committees and work groups when assignments are given.		

**GOAL THREE: ENSURE THE DEVELOPMENT AND IMPLEMENTATION OF CROSS-CULTURAL DIVERSITY, KNOWLEDGE,
 EMPATHY AND
 RESPECT IN POLICY, PLANNING AND SERVICE DELIVERY SYSTEMS WITHIN THE DIVISION.**

OBJECTIVE A - POLICY	Who	Activity	When	Date Completed
Written expectations for cultural diversity from each section.	Section Managers	Each section manager will appoint a group representing various collectives to develop a cultural diversity "section policy statement."	Six months	
Continue to provide orientation for new staff.	Section Managers	The Division will enhance the employee orientation package to emphasize the Division's strong commitment to cultural diversity.	By the next orientation	
Continue to provide ongoing training.	Training Committee	The Division will provide for a minimum of one major training event per year which focuses on cultural diversity issues and will further encourage an awareness, appreciation, and celebration of various cultural holidays.	Ongoing	
For policy and program planning that is within the Division Director's authority, the "collectives" should be represented.	Division Director	The Division Director will establish a policy requiring varied collective representation in the formulation of policy and program planning.	Three months	
Policy and Program plans will be measured against the Mission.	Division Director Section Managers	Division policy makers and program planners will consider the Division Mission when developing policy, and will further create a committee within each section to review current policy to assure that it is consistent with the Division Mission.	One year & Ongoing	

OBJECTIVE A - POLICY	Who	Activity	When	Date Completed
In recruiting, focus on individuals who are culturally literate or have the "ability" to become so.	Section Managers	Division Managers will endeavor to recruit new staff from diverse cultural communities; and where structured interviews are used in the screening process, a question or series of questions will be presented in an effort to determine cultural literacy.	Immediate	
Assessment, case plans and treatment will reflect cultural factors.	Section Managers	<p>The Counselor Predisposition Report, the OSCM interview, case plan formats and other assessment instruments will be modified to include a "cultural factors" section which will identify factors relevant to the effective delivery of treatment and/or service to the client and family.</p> <p>Each Section Manager will develop a plan with Staff involved in conducting skill groups and Staff providing treatment, to teach our youth and their families an awareness and respect for their own culture as well as other cultures.</p>	One year	
Interpretation services will be available to staff.	Cultural Committee	The Cultural Diversity Committee will designate an individual or committee to develop a directory of Division (or all Multnomah County employees) with special language skills. The Division will assure adequate funding for access to language bank interpreter services. Moreover, selected Court documents, the Mission Statement, and certain other written Division materials will be translated into various languages common to our client population.	One year	

OBJECTIVE A - POLICY	Who	Activity	When	Date Completed
In planning, be aggressive in pursuing funds for the expansion or development of services for the diverse collectives we serve.	Division Director	Incorporate within an existing position or create a new position with the responsibility to aggressively pursue funds for the expansion or development of services for the diverse collectives we serve.	One year	

OBJECTIVE B - PLANNING	Who	Activity	When	Date Completed
For policy and program planning that is within the Division Director's authority the "collectives" should be represented.	Division Director	The Division Director will establish a policy requiring varied collective representation in the formulation of policy and program planning.	Three months	

OBJECTIVE C - SERVICE DELIVERY	Who	Activity	When	Date Completed
Continue to provide orientation to new staff.	Section Managers	The Division will develop a new orientation package to emphasize the Division's strong commitment to cultural diversity.	Six months	
Continue to provide on-going training.	Training Committee	The Division will provide for a minimum of one major training event per year which focuses on cultural diversity issues and will further encourage an awareness, appreciation, and celebration of various cultural holidays.	Six months	

OBJECTIVE C - SERVICE DELIVERY	Who	Activity	When	Date Completed
<p>Assessment, case plans and treatment will reflect cultural factors.</p>	<p>Section Managers</p>	<p>The Counselor Predisposition Report, the OSCM interview, case plan formats and other assessment instruments will be modified to include a "cultural factors" section which will identify factors relevant to the effective delivery of treatment and/or service to the client and family.</p> <p>Each Section Manager will develop a plan with Staff involved in conducting skill groups and Staff providing treatment, to teach our youth and their families an awareness and respect for their own culture as well as other cultures.</p>	<p>One year</p>	
<p>Assure that the role of the parents or significant others is included in the case planning and sensitive of the cultural importance of the parent/child relationship. In implementing the Division's policy of family involvement, cultural factors will be taken into consideration. (Family should include extended and significant others.</p>	<p>Section Managers</p>	<p>The Counselor Predisposition Report, the OSCM interview, case plan formats and other assessment instruments will be modified to include a "cultural factors" section which will identify factors relevant to the effective delivery of treatment and/or service to the client and family.</p> <p>Each Section Manager will develop a plan with Staff involved in conducting skill groups and Staff providing treatment, to teach our youth and their families an awareness and respect for their own culture as well as other cultures.</p>	<p>One year</p>	

OBJECTIVE C - SERVICE DELIVERY	Who	Activity	When	Date Completed
Provide cross-cultural skill development to youth/families we work with.	Section Managers	The curriculum for existing skill groups facilitated by Division staff will be reviewed to be certain that it is culturally sensitive and, further, it will be modified so that it promotes an awareness and respect for diverse cultures.	One year	

GOAL FOUR: IN PARTNERSHIP WITH THE SERVICE PROVIDER COMMUNITY AND IN THE COMMUNITY AT LARGE , SEEK AND RECEIVE KNOWLEDGE, INFORMATION AND RESOURCES FROM THE COMMUNITY TO IMPROVE OUR KNOWLEDGE, EMPATHY, AND RESPECT OF THE VARIOUS COMMUNITY COLLECTIVES.

OBJECTIVE A - SEEK AND RECEIVE	Who	Activity	When	Date Completed
Develop methods of discovering available resources in the community.	Task Force comprised of management core group from division's units plus others when and as needed.	Send out surveys and questionnaires. Establish liaison with community colleges and public schools, tapping into and expanding research and data and expanding networkings.	By Dec. 31, 1992 On-going	
Ask for community input - review for policy/program development	Task Force comprised of management core group from Division's units plus others when and as needed.	Identify and apply for grants jointly with named other agencies. Hold public forums and conferences (ethnic forums, addressing certain minorities; coordination of international conferences...) Hold annual forums with our providers to learn what they see as their strengths or additional needs, to share information, and to learn what services might be offered differently for different minority groups.	On-going 1993 forward 1993 forward	

OBJECTIVE A - SEEK AND RECEIVE	Who	Activity	When	Date Completed
		<p>Expand collaborative efforts with/to additional community agencies, such as Community Development, Portland Development Commission, police, Outside-In, medical community (teen health clinics and mental health), neighborhood associations and others.</p> <p>Expand concept of diversity by identifying major issue(s) within each county, and conducting regional forums among our peers to share information on diverse culture populations. (Example: Meet with Washington, Clackamas and East Multnomah County staffs regarding Hispanic issues, Southeast Asian or other, newer ethnic immigrant issues.)</p> <p>Identify individuals from the community and invite them to provide training via informal via "Brown Bag" lunches. (Training Committee: Develop and recommend JJD system process for use in holding these meetings.)</p> <p>Sit down with other youth service agencies to identify gaps in services and develop joint policies to address services to diverse client populations.</p>	<p>On-going</p> <p>On-going</p> <p>1993 forward</p> <p>On-going</p>	

GOAL FIVE: PROVIDE BOLD AND INNOVATIVE LEADERSHIP THROUGH ADVOCACY FOR DIVERSITY AND CROSS-CULTURAL KNOWLEDGE, EMPATHY AND RESPECTIVE IN THE SERVICE PROVIDER COMMUNITY AND IN THE COMMUNITY AT LARGE.

OBJECTIVE A - EFFECTIVE LEADERSHIP	Who	Activity	When	Date Completed
Include cultural training in training requirements for contractors.	Resource and Development staff	Develop Division-wide policy regarding the giving of additional money to contractors for specialized multi-cultural training.	1993	
	Training Committee	Develop and recommend policy for selection of contractors. Provide "scholarship" opportunities for contractors to join Division-wide cultural training sessions.	1994 forward	
	Resource and Development staff	Require ongoing contractors to provide us with a Cultural Diversity plan for their next contract year.	1993-94 forward	
Outline expectations in contracts relative to culturally competent services.	Resource and Development staff	Request contractors to identify for us any "in-kind" cultural diverse opportunities they offer their staff, our clients or the community.	1993-94 forward	
		Request contractors to notify JJD of contractors' activities in securing/providing multi-cultural training.	1993-94 forward	

OBJECTIVE A - EFFECTIVE LEADERSHIP	Who	Activity	When	Date Completed
Encourage cultural diversity and cultural competence in agencies with which we contact.	Section Managers, Resource and Development; Counseling staff	<p>Provide contractors with the process by which they report to us evidences of staffing representation and other indicators of their cultural diversity and competence.</p> <p>Encourage both services and providers to reflect cultural diversity by the manner in which RFP's are written to select contractors for various services.</p>	<p>1993-94 forward</p> <p>Each year in which RFP's are processed.</p>	
Advocate with Youth Care Associations, state and local contractors to encourage cultural awareness/competence as a goal for all agencies.	<p>Section Managers, Resource and Development; Counseling staff</p> <p>Director, Section Managers and others</p>	<p>Identify statewide organizations and special education advocacy groups with which to align our advocacy efforts.</p> <p>Encourage contractors to advocate for cultural diversity.</p> <p>In collaboration with the community, develop and distribute a resource handbook of statewide, culturally diverse agencies for use by clients and community staff.</p> <p>Expand the number of Division resources written in languages addressing diverse populations.</p>	<p>1993</p> <p>1993-94 forward</p> <p>1996</p>	
	Section Managers, Supervisors	Encourage community agencies to make written and other resources available in languages addressing diverse populations we serve.		

OBJECTIVE A - EFFECTIVE LEADERSHIP	Who	Activity	When	Date Completed
	Section Managers, Supervisors	Increase Division's role in advocating for and impacting others' use of funds and resources to develop and expand culturally diverse services	On-going	
	All JJD Staff	Provide technical assistance in program and fiscal development to new or small agencies seeking to provide culturally diverse and competent services to youth.	On-going	
	Director, Section Managers	Provide cultural training and advocacy opportunities to Advisory Board members.	On-going	
	Resource and Development Staff, Community and Court Staff	Include JJD counselors in on-site program monitoring assessments of contractors who provide service to counselors' clients.	1992 forward	
	Director, Section Managers	Include diversity in JJD staffing selected to represent the Division in external activities. Number and diversity of staff and number of events reported monthly to Director.	On-going	

MULTNOMAH COUNTY

COMMITMENTS TO MACLAREN/HILLCREST TRAINING SCHOOLS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1988	10	10	16	14	10	6	10	10	12	13	12	7	130
1989	8	8	9	7	14	10	6	14	8	12	11	13	120
1990	11	10	6	12	11	14	9	2	3	4	0	5	87
1991	6	4	3	8	8	6	9	6	6	10	7	2	75
1992	11	8	7	5	5	7	13	4	8	9	5	7	89

JUVENILE JUSTICE DIVISION



Affirmative Action Compliance Strategies 1993-1996

"The Juvenile Justice Division's Affirmative Action compliance strategies are written in accordance with the County's Affirmative Action Plan and all applicable rules therein."

Prepared For: Harold Ogburn, Director, Juvenile Justice Division
Prepared By: Jimi Johnson, EEO Representative

May 4, 1994




MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

MEMORANDUM

TO: Juvenile Justice Division Employees

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: March 9, 1994

SUBJECT: AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
COMMITMENT

The purpose of this communication is to restate the Juvenile Justice Division's commitment to the policy and practices of equal employment opportunity and my expectations on this subject matter.

It will continue to be the policy of the Juvenile Justice Division to provide equal employment opportunity to all qualified individuals without regard to their race, color, religion, national origin, sex, marital status, sexual orientation, source of income, physical or mental disability not constituting a bona fide qualification, in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It is also our policy to promote the realization of equal employment opportunity through a positive and continuing program of affirmative action designed to ensure the full realization of equal employment opportunity.

This policy also applies to all programs and services offered and/or provided by this Division.

To make this policy effective, and to ensure conformation with the objectives of the County's Affirmative Action Plan, adopted for the period of 1993-96, I am requesting that you assure compliance with the County's Affirmative Action plan through good-faith efforts.

Additionally, I am assigning Jimi Johnson as the Equal Employment Opportunity Representative for the Division. Jimi Johnson can be reached at 2556 if you have any questions; or you may call the City/County Affirmative Action Office for assistance at 323-4164. In the event of complaints arising on the basis of discrimination and/or harassment, employees are encouraged to consult the Affirmative Action Plan for guidance.

I am confident that our shared efforts can and will result in a strong and effective result-oriented program for the Division, and I welcome your contributions to this effort.

HO/la

AN EQUAL OPPORTUNITY EMPLOYER

Enclosed are four areas that the Division will be focusing on as we develop our 1993-1996 compliance strategies. The planned action and purpose of these actions are also outlined in this document.

Jimi Johnson
EEO Representative
May 4, 1994

PLANNED ACTIONS

AREA OF FOCUS	PLANNED ACTION	RESPONSIBILITY	OUTCOME/PURPOSE	TARGET DATE
<p>Under utilization of women and minorities in exempt supervisory and management positions.</p> <p>A. Under utilization of women and minorities as independent contractors and temporary employees.</p>	A. Set up a monitoring system to determine how women and minorities are encouraged to seek opportunities.	Division Director, TMT, Supervisors, EEO Representative.	A. To determine if minorities and women are encouraged to apply for exempt supervisory and management positions. To identify specific problem areas and to correct them.	June 1994
	B. Establish a monitoring system to evaluate lead worker opportunities for women and minorities as such opportunities occur.	Division Director, TMT, Supervisors, EEO Representative.	B. To correct any barrier identified which limit opportunities for lead worker positions. To require justification where women and minority candidates are not being considered for appointment.	June 1994
	C. Hold management staff accountable for sharing employment opportunities and related training information in a timely manner.	Division Director, TMT, Supervisors, EEO Representative.	C. Memos will be received by staff and information on employment/training opportunities prior to being outdated. Memos will be provided in advance where action is required to meet specified time limits.	June 1994
	D. Division will develop a recruitment plan for all under utilized positions which may include advertising in local newspapers serving under represented groups. Also develop special outreach efforts to increase the number of under utilized candidates.	Division Director, TMT, Supervisors, EEO Representative.	D. Identify all positions where under-utilization exists. When openings in those positions occur, develop a recruitment plan for those positions. The results of our efforts will be measured by the number of protected class candidates applying for the positions.	June 1994

PLANNED ACTIONS

AREA OF FOCUS	PLANNED ACTION	RESPONSIBILITY	OUTCOME/PURPOSE	TARGET DATE
Retention of minority staff.	To monitor all termination or separation decisions to ensure that minorities are not leaving the organization due to a devaluation of their contributions. Voluntary exit interviews will be asked of minority staff upon <u>separation</u> conducted by EEO Representative.	Division Director, TMT, Supervisors, EEO Representative.	To prevent the loss of minority staff due to controllable environmental factors.	July 1994
Manage the work place to reduce complaints around insensitivity and blockages/barriers in regards to EEO issues.	All disciplinary actions involving protected class persons should be reported to the EEO Officer prior to any specific action being taken; consultation will be provided on such issues. Work areas where complaints are persistent will be required to develop strategies to reduce the specific problems. The Division EEO Officer will consult in such strategies.	Division Director, TMT, Supervisors, EEO Representative	To reduce overall complaints around equal employment opportunity issues and to correct problems where trends have been identified.	May 1994
Managers will seek training opportunities to enhance minority and female staff.	Managers will report quarterly to the EEO Representative, any action taken to train or enhance the skills of their minority and female staff. This effort will also be used for performance evaluation purposes.	Division Director, TMT, Supervisors, EEO Representative	To encourage managers to be proactive in identifying and developing training/skills enhancement opportunities for minorities and females.	July 1994

Affirmative Action Voluntary "Quality" Improvement Project

Department/Office Name: Juvenile Justice Division

Fiscal Year: 1994-95

DESCRIPTION OF QUALITY IMPROVEMENT PROJECT:

The Division will require all managers and supervisors to participate in conflict resolution training that takes into consideration cultural differences. Include the EEO Representative in all TMT meetings and use that person as a resource.

OUTCOME: Reduced conflict in the work place; a more diverse outlook on decisions affecting the Division and communities.

Records of Compliance

ITEM	RESPONSIBLE PERSON	PROJECTED DATE OF COMPLETION
<p>1. Records substantiating that a policy statement committing the departments to equal employment opportunity and affirmative action practices has been issued to staff.</p> <p>How will this be done? <u>Memos posted</u> <u>throughout the Division.</u></p>	<p>Harold Ogburn Jimi Johnson</p>	<p>February 1994</p>
<p>2. Records substantiating that the County's affirmative action plan has been made accessible to all employees.</p> <p>How will this be done? <u>Staff</u> <u>meetings with all units</u> <u>to present EEO 1993-96 plan.</u></p>	<p>Jimi Johnson</p>	<p>May 1994</p>
<p>3. Records substantiating that managers and supervisors within the work unit have received EEO training.</p> <p>How will this be done? <u>Present EEO</u> <u>presentation to managers and supervisors.</u> <u>Have sign-up sheet for all who participate.</u></p>	<p>Jimi Johnson</p>	<p>May 1994</p>
<p>4. Records substantiating the provision of reasonable accommodation to disabled persons.</p> <p>How will this be done? <u>Signs posted</u> <u>throughout building.</u></p>	<p>Rich Scott Safety Committee</p>	<p>May 1994</p>

Records of Compliance

ITEM	RESPONSIBLE PERSON	PROJECTED DATE OF COMPLETION
<p>5. Records substantiating that all eligible persons are encouraged to receive training regardless of their protective status.</p> <p>How will this be done? <u>EEO presentation</u> <u>and sign-up sheet for those who attend.</u></p>	<p>Jimi Johnson</p>	<p>May 1994</p>
<p>6. Records substantiating that part-time, training, and seasonal employment opportunities are made available to protected class persons.</p> <p>How will this be done? <u>Monitor process:</u> <u>advertisement in local newspapers/community-</u> <u>based organizations regarding season,</u> <u>temporary, part-time openings.</u></p>	<p>Division Director</p> <p>Jimi Johnson, EEO Representative</p>	<p>May 1994</p>
<p>7. Records substantiating that the County's EEO Policy and Federal EEO Policy are posted in the work unit.</p> <p>How will this be done? <u>Manually</u></p>	<p>Harold Ogburn</p> <p>Jimi Johnson</p>	<p>February 1994</p>
<p>8. Records substantiating the dissemination of the complaint resolution procedure to all personnel.</p> <p>How will this be done? <u>EEO presentation -</u> <u>complaint forms. Staff sign-up sheet</u> <u>for attendance.</u></p>	<p>Jimi Johnson</p>	<p>May 1994</p>

Records of Compliance

ITEM	RESPONSIBLE PERSON	PROJECTED DATE OF COMPLETION
<p>9. Records documenting each organizational unit's progress toward meeting goals to address utilization.</p> <p>How will this be done? <u>Managers will</u> <u>report quarterly to EEO Representative</u> <u>regarding progress.</u></p>	<p>Division Director EEO Representative</p>	<p>September 1994</p>
<p>10. Records substantiating actions taken to reduce and/or eliminate illegal discrimination and/or harassment complaints.</p> <p>How will this be done? <u>Quarterly reports</u> <u>that reflect actions taken.</u></p>	<p>TMT/Division Director EEO Representative</p>	<p>September 1994</p>
<p>11. Records documenting any actions or efforts undertaken to meet the County's broader affirmative action objectives.</p> <p>How will this be done? <u>Stats - employees</u> <u>in Division - measure against utilization</u> <u>of workforce in County.</u></p>	<p>EEO Representative</p>	<p>September 1994</p>

**MULTNOMAH COUNTY JUVENILE JUSTICE DIVISION
AFFIRMATIVE ACTION QUARTERLY REPORT
OCTOBER 1ST THROUGH DECEMBER 31ST 1994**

1. Number of exempt management/supervisory positions that became available____?

If vacancies were filled, please give ethnicity and gender.

2. Number of new leads promoted in your unit during this quarter____? Ethnicity and Gender. (explanation optional)

3. Number of new staff members hired in your unit____? Ethnicity and Gender.

4. Brief explanation on what your unit/section is doing to retain women and minorities. (i.e. buddy support system, sensitivity training, etc.)

5. Please list the women and minority staff members that have left your unit/division this quarter.

6. Briefly describe quarter and how diversity has been working in your unit. Outline concerns in regards to diversity if any.

7. Please list the skills enhancement trainings that your unit participated in and the number of women and minority staff members who took part in those trainings. (i.e. cross training; OJT acting as leads and supervisors; conferences; workshops; etc.)

8. What have your unit done this quarter to show appreciation for each other as a group? As a collective? (i.e. unit luncheons; awards; cultural sensitivity activities; etc.) Please give brief description.

use back side of this sheet if more space is needed or attach additional sheet(s)

Signed_____supervisor/manager

Confidential Volunteer Exit Survey/Interview

Multnomah County Juvenile Justice Division

- 1. Reason for leaving this organization? (optional)**
- 2. How long have you worked for this organization?**
- 3. If you had the opportunity to work for this organization again, would you do so?
Why/Why Not?**
- 4. What do you see as strengths in this organization?**
- 5. What do you see as weaknesses in this organization?**
- 6. Do you feel that you were given equal opportunities for advancement and training?
(explain)**
- 7. If there were anything that you could change about this organization, what would you
change?**
- 8. In your own words, briefly describe your experience while working for this
organization.**
- 9. Gender_____ Ethnicity_____**

*** Please feel free to use additional paper**

**HARASSMENT/SEXUAL HARASSMENT FACT SHEET
MULTNOMAH COUNTY JUVENILE JUSTICE DIVISION**

COMPLAINANT: _____ **CLASSIFICATION:** _____

SECTION/DIVISION: _____ **DEPARTMENT:** _____

1. WHAT HAPPENED? (Also, describe incidents which gave rise to the complaint)

2. WHEN DID IT OCCUR? (Give day, time, date(s).)

3. WHO WAS INVOLVED? (Give names and titles.)

4. WERE THERE ANY WITNESSES? (Give names and titles.)

5. WHERE DID IT OCCUR? (Specific locations.)

6. WHY IS THIS AN EEOC COMPLAINT? (Harassment/Sexual Harassment, race and age discrimination, etc.)

7. WHAT ADJUSTMENT IS REQUIRED? (What management must do to correct the problem.)

COMPLAINANT'S SIGNATURE: _____ **DATE:** _____

EEO REPRESENTATIVE: _____ **DATE:** _____

(FOR ADDITIONAL SPACE USE BACK OF FORM)

Concerns Being Addressed at the Juvenile Justice Division

1. The Juvenile Justice Division is currently working with Lou Stagnitto of the Tri-County Youth Consortium. We have asked that Mr. Stagnitto consult the Division in ways to enhance our conflict resolution skills. The managers and supervisors have met with Mr. Stagnitto as a unit and we are now devising a survey questionnaire for all JJD staff members in order to get a clear picture of the climate in our division. When the top management team buys into this process, we will include the line staff in the discussions and training.

2. In addition to meeting with Lou, the management team has been encouraged to consider mediation training to enhance their problem solving abilities among fellow employees thus decreasing the possibility of unnecessary litigation. Currently, we haven't identified a resource to provide the mediation training, but we expect the management team to embrace this idea and move forward as quickly as possible. The EEO Rep will provide conflict mediation when asked to do so as well as outside intervention whenever necessary.

3. The Juvenile Justice implemented a quarterly reporting system whereas managers and supervisors will report to the EEO Representative the number of new employees hired and their ethnicity and gender. Also included in the report will be the number of women and minorities that left the division during that period. This will allow the division to look at the minority hiring and retention record on an on-going basis. If there is some corrective action that needs to be taken, we can act immediately. We will also encourage managers and supervisors to establish a mentorship program for new employees of color as well as all new employees.

When an employee of color leaves the Juvenile Justice Division, we will ask for a voluntary exit interview. This allow the Division to evaluate itself as to the treatment of people from different ethnic backgrounds.

4. The quarterly report to the EEO Representative should include events such as brown bag lunches, special events that show appreciation for cultural differences. Unit gatherings to show appreciation for the work that we all do (celebrate our commonalities) and support one another as teammates. In addition, encourage all employees to seek training opportunities to upgrade their skills in order to enhance service delivery.

5. During the 1995 year we will increase the visibility of diverse posters in the entrance area of our new building as well as have more multi-lingual materials printed throughout the building. We will take a more active role in making suggestion to the TMT (Top Management Team) as it pertains to customer service and the clientele that we see on daily basis.

**Multnomah County
Juvenile Justice Division
Juvenile Detention Reform Project**

Executive Summary
February, 1995

Multnomah County Juvenile Justice Division Juvenile Detention Reform Project

Executive Summary

What is the Detention Reform Project?

The Multnomah County Detention Reform Project began as a planning process to study juvenile detention over-crowding, over-representation of minority youth in detention, detention placement decision-making, and alternatives to detention. The project is funded by grants from the Annie E. Casey Foundation for both planning as well as program implementation. The study has resulted in a plan which provides:

objective decision making regarding Pre-adjudicatory Detention of juveniles based on assessment of risk to re-offend and failure to appear at a hearing to determine "guilt" and consequences;

placement in Secure Detention, several types of Community Detention, or Unconditional Release *based on level of risk*;

resources to serve appropriate youth in *community detention* program components of the continuum;

resources to increase level of supervision for youth on probation to prevent placement in secure detention as a sanction for lack of compliance with terms of probation. Resources include increased supervision and a short term structure to assure that youth are stabilized to receive the assessments they need to determine treatment and services; and

capability to monitor and evaluate the objective system to address with certainty and confidence that Secure Detention is used for the most dangerous youth and that youth who can be safely supervised in the community are provided with the services and treatment they need to make reparations to their victims as well as function more appropriately and productively in the future.

Who is involved?

This is a joint effort originally led by a broad based interagency work group consisting of executive, judicial and community members. Once initial steps to accomplish detention reform were identified, the Detention Reform Committee was condensed into a Policy and Decision Making Team (PDMT), consisting of the County Chair, the District Attorney, a Juvenile Court Judge, a defense attorney, Portland Police Chief, Portland Public Schools Superintendent, the Juvenile Justice Division Director, and Portland State University. Specific components were developed by interagency and staff work teams throughout the county.

What is the PDMT?

The Policy and Decision Making Team is comprised of the County's leadership stake holders who have negotiated and developed a consensus to lead the detention reform project. The team has created, approved and submitted the Detention Reform Plan as a united body of policy makers. The role of the team has been to provide leadership and develop consensus from multiple and diverse policy perspectives, resulting in effective detention reform. The team has read, reviewed, and approved the Detention Reform Implementation Plan and is the body that has submitted the plan to the Annie E. Casey Foundation for funding. The team will continue to meet to provide oversight and monitoring and will evaluate and modify detention reform strategies as needed.

The team will also continue to provide on-going oversight to maintain a system wide perspective on detention reform, public safety, and youth services. Individual team members will function as liaisons with his or her own department and will oversee public relations, education, training, and other staff development needed to successfully implement the plan.

Finally, the PDMT will provide oversight and coordination of the Minority Youth Work Group which will study and address the disproportionate representation of minority youth in secure detention.

How did the Plan Evolve?

Inter-agency and staff work teams were formed to develop and study various components of the plan as follows:

- development of a draft **Risk Assessment Instrument (RAI)** for pre-adjudicatory detention decision making;
- collection of profile data on sample juveniles to **examine impacts** of implementation of the instrument;
- conducting of a **90-day pilot test** of the RAI prior to implementation, resulting in finalization of RAI;
- design of an **enhanced continuum** of community based options;
- development of detailed **Close Supervision** components of the pre-adjudicatory continuum;
- development of a detailed **Day Reporting Services** component of the post adjudicatory continuum;
- establishment of **on-going oversight committee** to monitor and adjust system as needed; and
- development of strategies to examine and reduce the **disproportionate representation of minority youth** in the secure detention end of the continuum.

Why was this plan developed? To increase public safety through appropriate and efficient use of public resources including Secure Detention, Community Detention, and probation programs.

What is the philosophy? Public safety can be assured and public resources wisely utilized by prioritizing secure and costly resources to those youth most at risk and that lower risk youth are best served by community based resources in less restrictive settings.

How does it address public safety? Youth who are awaiting adjudication will be assessed to determine if they may be safely released from detention pending their hearing. A tool called the Risk Assessment Instrument (RAI) has been designed for this purpose. Once adjudicated and "found guilty", youth are held accountable for their actions by a variety of post adjudicatory supervision and treatment options, including commitment to the state training school if appropriate and necessary.

What is a RAI? The RAI is a scoring instrument designed to assess a youth's risk to re-offend pending a hearing or failure to appear at a Preliminary or Adjudicatory Hearing. It is based on known and suspected risk factors and includes types of alleged crime, delinquent history, legal status, fail to appear history, mitigating factors and aggravating factors. Youth in certain circumstances (special detention cases) bypass the RAI and are automatically held.

Who are the Special Detention cases? Special Detention cases include youth who:

- escape from secure custody;
- are Juvenile Corrections APB/Parole Violator/Community Safety Holds;
- have an Arrest Warrant;
- are in custody and summoned to a hearing;
- are Court ordered into detention; and
- are housing youth from Clackamas and Washington County or INS.

How will the RAI be used? Points are applied for each factor to classify youth into three risk levels and will be used to guide an Intake Team in making a supervision placement at the point of intake. However, if at the point of intake, staff believe that the RAI does not accurately reflect the youth's risk, s/he may contact the judge to override the system and make a more appropriate placement. (See RAI Risk Level and Supervision Placement Chart)

**How are youth who
are awaiting
"trial"
supervised?**

Pre-Adjudicatory youth will be placed into Secure Detention, Conditional Release, or Unconditional Release, based on his/her RAI score at Intake. Youth who are placed on Conditional Release may also be placed in one of several types of Close Supervision, an intensively staff supervised Community Detention program. Except for youth who are unconditionally released, all youth will have a Preliminary Hearing within 24 judicial hours. At the Preliminary Hearing, a judge may impose additional requirements of House Arrest or Electronic Monitoring and may release a detained youth to a Conditional Release program. Between the Preliminary and Adjudicatory Hearings, Division staff may move youth up and down the continuum of supervision options based on the youth's behavior and compliance with conditions of release. In all cases, a judicial order is required for placement in secure detention, House Arrest, or Electronic Monitoring.

**What are the
Pre-Adjudicatory
Options?**

Secure Detention (28 day maximum)
Community Detention/Conditional Release

- *with Close Supervision*
- *Electronic Monitoring*
- *House Arrest*
- *without Close Supervision*

Unconditional Release

Diversion

Non-Delinquent Out-of-Control "CSD Level 7 Youth services"

(See Continuum of Supervision Options for Pre-Adjudicatory Youth Chart)

**How are youth who
are placed on
Probation
supervised and
held
accountable?**

Post Adjudicatory youth who are placed on probation are placed along a continuum of supervision options, required to participate in a number of sanctions designed to hold them accountable for their actions, and may be required to participate in treatment or skill development programs based on need. Youth who fail to comply with the conditions of their probation will be adjudicated as probation violators and may have increased restrictions and sanctions ranging from required attendance at a 15 hour/day Day Reporting Center, a Probation Assistance Weekend Program, 8 days in detention, or placement in a 30 day detention based Assessment, Intervention, and Transition Program. Continued failure to comply with probation and treatment programs result in commitment to the state training school.

**What are the
Post-Adjudicatory
Options?**

- Commitment in the state training school
- Out-of-home residential placement
- Assessment, Intervention, and Transition Program (30 day secure program)
- ** Secure Residential Sex Offender Treatment
- 8 day Secure Detention
- Probation Assistance Weekend - PAW
- ** Day Reporting Center
- Probation - Home Supervision
- Informal Disposition
- ***Restitution
- ***Community Service
- ***Victim Offender Reconciliation

(See Continuum of Post-Adjudicatory Supervision Options Chart)

**How will you
know if
these work?**

The Juvenile Justice Division will monitor youth's behavior in all levels of supervision. Any non-compliance will result in increased restrictions, including placement in Secure Detention if needed. The system will be studied on an on-going basis and the system modified as necessary. The degree to which the system is over-ridden by the Judge at the point of intake will also be studied to identify any need for modifications.

**Is there an
acceptable
level of risk?**

The County's goal is to protect the community and provide troubled youth with the supervision and services they need. The County must balance community protection risk with prudent fiscal management. To provide all youth maximum supervision and maximum services without regard to need is a waste of expensive public resources and a potential for invasive government intervention that may not be necessary. Risk is defined by policy makers and the public. Consequently, the RAI can be adjusted to reflect the needs of our community. Currently, it is the consensus of Oregon statutes and policy makers that the two most important factors to assess when measuring risk are: risk to re-offend pending a hearing and risk of failure to appear in Court.

**What is
Diversion?**

Diversion is an informal community based response to first time minor misdemeanor juvenile delinquent behavior like shoplift, minor thefts and vandalism as well as "status offenses" like runaway, truancy, Minor in Possession. Six neighborhood youth service centers throughout the County provide counseling, accountability and recreation services to assist these youth and their families. Youth who are non-compliant with their diversion agreements are returned to the Juvenile Justice Division for formal court processing. Youth can be diverted up through their third misdemeanor offense.

**Can diversion
youth be put
in detention?**

Youth who are diverted who fail to comply with their diversion agreement, who are returned to court and adjudicated delinquent, placed on probation, and who violate the terms of their probation, may be placed in detention for a consequence of their probation violation or as a condition of probation. However, the Juvenile Court and the Juvenile Justice Division are committed to developing and utilizing more effective responses to changing behavior prior to using detention as a consequence. Youth who are status offenders can not be placed in detention.

**What is detention
and what is
its purpose?**

Oregon law permits counties to provide secure detention for juveniles as a lock up for youth who are awaiting adjudication who are charged with certain offenses if there is no means less restrictive to assure their appearance at their court hearing or to protect the community. Another statute permits court ordered detention for up to 8 days for a probation violation or as a condition of probation. National standards have promoted that secure detention is only legitimate for pre-trial purposes to assure appearance at a hearing or to protect the public pending the hearing. National research does not support the use of detention as punishment as an effective means of changing juvenile behavior.

**How is this
different from
the present?**

The present system consists of a decentralized detention intake screening process based on Oregon's juvenile detention laws and the professional judgement and interpretation of those laws by the Juvenile Court and the Juvenile Justice Division. Detention capacity is currently managed by a Capacity Management System (CMS) which provides for early release of youth who had low scores on a CMS rating system, when the facility reaches capacity. While the CMS score in part attempts to measure risk, it is designed to make early release decisions instead of front end placement decisions into either detention or appropriate alternatives. The new system will provide the opportunity to link risk assessment with a "pre-trial" placement decision at the point of intake. This is responsible management of public dollars to address public safety.

**When will
this happen?**

All components are currently in place except the Risk Assessment Instrument, expanded Close Supervision programming, and the Day Reporting Center. These are scheduled to go on-line in the summer of 1995. Once implemented, these strategies will be rigorously studied to assure quality and effectiveness and modified as appropriate.

Multnomah County Juvenile Justice Division

Continuum of Supervision Options for Pre-Adjudicatory Youth

Most Restrictive

Detention Eligible by Statute							Non-Detainable	
* * Secure Detention	Community Detention/Conditional Release <i>(may include non-secure shelter placement)</i>					Unconditional Release <i>(may include shelter placement)</i>	Diversion <i>Minor offenders</i>	Non-Delinquent Out of Control (CSD Level 7 Youth)
60 total Multnomah County beds	<i>with</i> Close Supervision				<i>without</i> Close Supervision	<ul style="list-style-type: none"> - guardian - home - shelter - group home 	Cite and Release Family Service Centers Theft Talk VORP Some Shelter (non-CSD) CSD	CSD funded Community Based Services
	* Electronic Monitoring	* House Arrest	Maximum	Medium	Minimum			
					Supervision by guardian rather than court <ul style="list-style-type: none"> - parent - guardian - shelter 			

Least Restrictive

- * Judicial Order Only
- ** Judicial Order or Legislative Authority

RAI Risk Level and Supervision Placement
(Risk to re-offend pending adjudication or fail to appear for court hearing)

**Pre-Adjudication Supervision Placement Options
for Detainable Youth**



Risk Level	Level 3	Level 2						Level 1
RAI Points	12-33 Points	7-11 Points						0-6 Points
Intake Options	Secure Detention	Community Detention/Conditional Release						Unconditional Release
		Close Supervision Placement Criteria (See Text)						
		with Close Supervision (May include shelter placement)			without Close Supervision (May include shelter placement)			
		10-11 Points	9 Points	7-8 Points	● Cite for Preliminary Hearing	Cite for Prelim; or Inform to await notice of further court action.		
		Maximum	Medium	Minimum				
Judicial Options at Prelim Hearing	Secure Detention	Electronic Monitoring	House Arrest	Maximum	All Options	All Options	All Options	n/a

*Less restrictive Community Detention option may be utilized for Level II youth if appropriate or applicable.
Expeditor may implement all options except those that require Court Order.
Judge may override intake system through Court Order.*

*All youth placed in Secure Detention or Maximum Close Supervision will have a Preliminary Hearing within 24 judicial hours.
All youth placed in all other Community Detention options will have a Preliminary Hearing within ____?
Judicial options at Preliminary Hearing include all available options.*

**Multnomah County
Juvenile Justice Division
Continuum of Post-Adjudicatory Supervision Options**

Most Restrictive

State Services		Multnomah County Services						
Commitment		PROBATION						
		Residential			Non-Residential			
State Training School Juvenile Corrections	Out-of-Home Residential Placement CSD	AIT Assessment, Intervention, Transition (30-day)	 Sex Offender Treatment	8 - Day Detention	PAW Probation Assistance Weekend	 Day Reporting Center	"Home" Probation	Informal Disposition
		A S S E S S M E N T	<ul style="list-style-type: none"> • education • health • alcohol and drug • mental health 		<ul style="list-style-type: none"> • education • health • alcohol and drug • mental health 			
		S K I L L S	<ul style="list-style-type: none"> • problem solving • conflict resolution • thinking errors • anger management 		<ul style="list-style-type: none"> • problem solving • conflict resolution • thinking errors • anger management 			
		S E R V I C E S	<ul style="list-style-type: none"> • Education Services • Medical Care • Mental Health Services • Other Common Services • Other Specific Services 		S A N C T I O N S	<ul style="list-style-type: none"> • Restitution • Community Service • Victim Offender Reconciliation (VORP) 		• VORP

Least Restrictive

 = Unfunded

BREAKDOWN OF STREET LAW STATISTICS

JANUARY 1994 THROUGH DECEMBER 1994

JANUARY 12, 1995

JIMI JOHNSON

STREET LAW COORDINATOR

JANUARY 1994 THROUGH DECEMBER 1994

Total number of twelve week Street Law courses completed: 3

Total number of youth served: 30 or 100%

Total number of youth completed: 18 or 60%

Ethnicity Breakdown:

European American: 16 or 53.3%

African American: 10 or 33.3%

Latino American: 2 or 6.6%

Native American: 2 or 6.6%

Asian American: 0 or 0%

Gender:

Males: 21 or 70%

Females: 9 or 30%

Average Age: 16.1 yrs.

STREET LAW IN DETENTION

January 1994 through December 1994

Total Number of Youth Served In Detention:..... 453 or 100%

Total Number of Males: 276 or 60.9%

Total Number of Females: 177 or 39.1%

Ethnicity of Youth:

European American: 198 or 43.7%

African American: 162 or 35.7%

Asian American: 37 or 8.1%

Latino American: 47 or 10.3%

Native American: 9 or 1.9%

Number of youth receiving at least one Street Law lesson while in detention: 453

Number of youth receiving more than one Street Law lesson while in detention: 175

NAME _____

STREET LAW PRE/POST TEST

DIRECTIONS: Write the word TRUE in the blank if the statement is correct; if it is incorrect write the word FALSE.

- _____ 1. ALL LAWS ARE MADE TO STOP CRIME.
- _____ 2. YOU DON'T HAVE TO GIVE THE POLICE YOUR NAME IF THEY ASK.
- _____ 3. ALL JUVENILES ARE DELINQUENTS.
- _____ 4. JUVENILES HAVE THE RIGHT TO AN ATTORNEY WHEN THEY HAVE BEEN CHARGED WITH A CRIME.
- _____ 5. IF YOU LIVE IN AN APARTMENT, YOUR LANDLORD CAN CONSENT TO A POLICE SEARCH OF YOUR APARTMENT WITHOUT NOTIFYING YOU.
- _____ 6. ALL JUVENILES UNDER 18 YEARS OLD HAVE A CURFEW IN YOUR CITY.
- _____ 7. IN YOUR CITY, A STUDENT CAN BE SUSPENDED FROM SCHOOL FOR WEARING A HAT OR CERTAIN COLORS IN THE BUILDING.
- _____ 8. SCHOOL OFFICIALS CAN ALWAYS SEARCH A STUDENT'S LOCKER WITHOUT THE STUDENT'S PERMISSION.
- _____ 9. IF A JUVENILE IS ARRESTED, HE/SHE WILL ALWAYS BE RELEASED TO HIS/HER PARENTS.
- _____ 10. A YOUTH WHO RUNS AWAY FROM HOME IS A DELINQUENT.
- _____ 11. POLICE MAKE THE LAWS.
- _____ 12. ROBBERY AND SHOPLIFTING ARE THE SAME CRIME.
- _____ 13. BUYING PROPERTY THAT YOU KNOW IS STOLEN IS NOT A CRIME.
- _____ 14. IF I AM WITH SOMEONE WHO ROBS A STORE, I CAN BE CHARGED WITH ROBBERY, EVEN THOUGH I DID NOT PARTICIPATE IN THE CRIME.
- _____ 15. THE LAW SAYS ALL CHILDREN MUST HAVE THE OPPORTUNITY TO GET AN EDUCATION.
- _____ 16. ATTENDING SCHOOL IS A PERSONAL DECISION AND NOT A LEGAL MATTER.
- _____ 17. A POLICE OFFICER SPENDS MOST OF HIS/HER TIME CATCHING CRIMINALS.

NAME _____

STREET LAW PRE/POST TEST

Page 2

- _____ 18. A JUVENILE IS ANYONE UNDER THE AGE OF 18.
- _____ 19. CERTAIN OCCUPATIONS, SUCH AS FIREFIGHTERS AND POLICE OFFICER, HAVE ALWAYS BEEN JOBS THAT BOTH MEN AND WOMEN COULD DO.
- _____ 20. STUDENTS IN PUBLIC SCHOOLS HAVE THE RIGHT TO LOOK IN THEIR SCHOOL RECORDS.
- _____ 21. POLICE RECORDS OF JUVENILE ACTIVITIES MAY BE DESTROYED AFTER A CERTAIN PERIOD OF TIME.
- _____ 22. ROBBERY AND BURGLARY ARE DIFFERENT WORDS FOR THE SAME CRIME.
- _____ 23. ADJUDICATION IS THE SAME AS SENTENCING.
- _____ 24. ALL JUVENILES ARE ENTITLED TO TRIAL BY JURY.
- _____ 25. THERE ARE 13 PEOPLE ON A JURY.
- _____ 26. HAVING A POLICE RECORD DOES NOT AFFECT YOUR JOB FUTURE.
- _____ 27. A CRIME IS AN ACT THAT IS FORBIDDEN BY LAW.
- _____ 28. THE LAW CANNOT TELL FAMILIES WHAT TO DO IN THEIR OWN HOME.
- _____ 29. IN OREGON IF YOU ARE CAUGHT WITH ANY AMOUNT OF ILLEGAL DRUGS IN YOUR POSSESSION, YOU CAN BE ARRESTED.
- _____ 30. IT IS LEGAL FOR MINORS TO DRINK ALCOHOL WITHOUT THEIR PARENT'S SUPERVISION, AS LONG AS IT'S IN THEIR OWN HOME.
- _____ 31. THE U.S. CONSTITUTION DETERMINES WHAT STATE AND CITY LAWS, RULES AND REGULATIONS WILL BE.
- _____ 32. KNOWING YOUR RIGHTS IS NOT IMPORTANT BECAUSE THEY CAN BE VIOLATED WITHOUT ANY CONSEQUENCES.
- _____ 33. POLICE CAN ASK YOU QUESTIONS WITHOUT READING YOU YOUR RIGHTS.
- _____ 34. A FAMILY FIGHT WOULD ALWAYS BE HANDLED BY THE POLICE AS A CRIME.
- _____ 35. CHILDREN ARE ARRESTED IF THEY ARE THE VICTIM OF CHILD ABUSE.
- _____ 36. RESTITUTION IS A DIVERSION PROGRAM.
- _____ 37. THE SCHOOL AND THE COURT SHOULD NOT BE CONCERNED WITH WHETHER OR NOT A JUVENILE IS ATTENDING CLASSES REGULARLY.

- _____ 38. CHILD ABUSE ONLY HAPPENS BECAUSE THE CHILD HAS DONE SOMETHING WRONG.
- _____ 39. IT IS IMPORTANT TO HAVE LAWS AND RULES TO GO BY.
- _____ 40. PARENTS HAVE THE RIGHT TO BEAT THEIR CHILDREN IF THEY DO SOMETHING WRONG.

DIRECTIONS: Choose THREE (3) of these topics. Finish the sentence.

- (1) When I think about the police, I think . . .
- (2) The Courts in this City are fair because . . .
- (3) The Courts in this City are unfair because . . .
- (4) If I work, my parents or guardian should have the right to my salary, because . . .
- (5) If I work, my parents or guardian should not have the right to my salary because . . .
- (6) The school should be able to tell me what to wear because . . .
- (7) The school should not be able to tell me what to wear because . . .
- (8) Whether I have been involved with the police should be of concern to my employer because . . .
- (9) Whether I have been involved with the police should not be of concern to my employer because . . .
- (10) Caring about victims of crime is important because . . .
- (11) Caring about victims of crime is not important because . . .

GO TO PAGE 4

NAME _____

STREET LAW PRE/POST TEST

Page 4

DIRECTIONS: In the blank space write the letter that best describes the word.

- | | | |
|-------|-------------------|---|
| _____ | 1. Due Process | A. Money paid by the accused to get out of jail. |
| _____ | 2. Miranda Rights | B. You have the right to remain silent, anything you say may be used in a Court of law. You have the right to an attorney. If you cannot afford one, one will be appointed for you. |
| _____ | 3. Counsel | C. Fair treatment |
| _____ | 4. Rehabilitate | D. Lawyer |
| _____ | 5. Sentence | E. A Punishment for a Crime. |
| _____ | 6. Bail | F. To make you good. |
| _____ | 7. Felony | G. A serious crime which is punishable by more than one year in jail. |
- S.LAW**



MULTNOMAH COUNTY OREGON

Certificate of Completion

Let it be known that

*has satisfactorily completed
all required coursework for
Multnomah County Street Law.*

Jimi Johnson
Street Law Coordinator

Harold Ogburn
Director, Multnomah County J.J.D.

date

Multnomah County Juvenile Justice Division's

STREET LAW

1993/94

Submitted by Jimi Johnson
Assisted by Cynthia Brooks

Street Law Program

Background

The Street Law Program was implemented by the Multnomah County Juvenile Justice Division in the Fall of 1989. Street Law is a skill building course for juveniles to provide them with a better understanding of the law and the legal system. The twelve week program serves hard-core gang members, diversion youth and non-adjudicated youth. When youth learn more about the laws that govern their community they are more likely to respect and obey those laws. Through role playing, these youth get the opportunity to empathize with the victims of crime while gaining valuable knowledge about the legal system.

The Street Law program targets males and females who are 12 -18 years of age. Many of the youth are gang-affected and have entered the juvenile justice system. However, there is an increasing need to focus more attention on those youth who have not yet entered the system, specifically the middle school aged youth. Those youth who participate in the Street Law program are less likely to enter the juvenile justice system saving the county valuable tax dollars.

Youth involved in the Street Law program meet for two hours each week, for twelve weeks. The curriculum includes lessons on values and morals and is adaptable to different target populations. The curriculum can be geared specifically for adjudicated youth, an all female class, or towards the non-adjudicated youth. Guest speakers from a variety of professions such as law enforcement, substance abuse counselors, lawyers and judges help youth to develop a sense of justice and a positive attitude toward the legal system. The class ends with a mock trial in a real court room to enhance critical

thinking/analysis skills and to participate in a courtroom drama as a positive learning experience.

In 1991, the Street Law program was held at Whitaker Middle School for several months. The youth involved in the program gained a great deal of knowledge about the law and learned critical thinking skills. The departing questionnaire demonstrated that the youth really enjoyed the small groups (10-12) and the role playing done in the class. Street Law groups were also held at the Portland Urban League's Youth Service Center. None of these youth had been adjudicated and they are currently doing well in school and at home.

Diversion [The Whitaker School and Youth Service Center experience verified that by teaching youth values and respect for the laws that govern society, they are less likely to enter the juvenile justice system. Although Whitaker Middle School and the Urban League's Youth Service Center were successful classes, they had to be discontinued because there are not enough facilitators available to conduct several simultaneous Street Law groups. Currently the Street Law program is provided for adjudicated youth held in detention and those participating in the detention alternative programs.

Approach

In the fall of 1993, the Street Law program will be implemented at Whitaker, Tubman, and Brentwood/Darlington Middle Schools. This is a preventative measure that should help youth to avoid entering the juvenile justice system.

Street Law groups will be held on a volunteer basis for three identified middle school in North/Northeast Portland. School staff will identify those students they believe will benefit from Street Law curriculum. Once these youth are identified, they will be

asked to volunteer for the program. This approach of gives students a choice to attend the class which will enhance their participation and interest. The Street Law Coordinator will furnish the school personnel with a written profile/description of the youth recommended for the program. Candidates for the program include any youth who demonstrates an interest in the curriculum. Special emphasis will be placed on recruiting those youth who are: at-risk of suspension/expulsion; who have had police contact, but have never been arrested; those youth who glorify the gang lifestyle; and those youth who have siblings who are gang-involved.

The Street Law Program assists these youth in understanding choices that are available to them, the rules and laws the community, and how to analyze situations in order to make appropriate decisions. The Street Law facilitator will work with these youth in a group setting as a part of their school activity. These groups will focus on building self esteem and self awareness. Facilitator will also work closely with the school staff, as well as the families of the youth involved in the program.

Social Problem

Many youth who enter the juvenile justice system, exhibit an array of problems. These problems range from drug and alcohol abuse to committing violent crimes. There has been a demonstrated increase in violent crimes among young males. As a result of the increasing delinquent acts perpetrated by juveniles, many residents of Portland, Oregon's inner city live in fear of being victimized. Although young males act in ways that are visible to the community, young females actually experience earlier and more serious problems. Young girls are physically and verbally abused four times more often than boys. The girls wait longer for services and receive half as much treatment than boys. The

Street Law program is making a concerted effort to focus some of its group sessions on these troubled young girls as well as the boys. Street Law has held all female, twelve week group sessions, ending in a very successful all female mock trial.

Too many of the juveniles who have participated in the Street Law sessions have little or no knowledge and understanding of the law and the legal system. Consequently, they tend to have a lack of respect for laws, the legal system and authority figures. This lack of knowledge and respect for the law is manifested by increased participation in illegal activities leading to involvement with the juvenile justice system, increasing behavior problems in school resulting in suspensions and expulsions, increased drug and alcohol abuse, a dramatic rise in teen pregnancies, and family problems. Active participation in Street Law classes appears to have a positive impact on all of these issues.

When these young people enter the juvenile justice system, they generally have low self-esteem which is negatively impacted upon entering this system. These youth are oftentimes returned to their communities with little, or no transitional support. The lack of support and coping skills increases their low self-image and is a contributing factor to the high recidivism rate that the juvenile justice system is experiencing. These young people are set up to fail! As the juvenile delinquent population increases, there is an enormous need for community-based programs and programs like Street Law. These programs are needed to adequately address the concerns of these young people, provide a support system and help those caught in the juvenile justice system transition back into the community.

By engaging youth in programs like Street Law that offer skill building activities on a regular basis, the likelihood of a positive effect on self-esteem and self-image increases dramatically. These Street Law skill building groups support youth upon their return to the

community and encourage other young people not to become involved in the juvenile justice system. Youth will learn about the laws and how they affect their lives in a positive manner. As more youth are offered the opportunity to participate in the Street Law program, the youth will develop the ability to think critically and assess situations before acting rashly. Once these young people have a more positive self-image, they are better able to focus on the impact that their behavior, attitude and actions have on themselves and others.

Many delinquent youth do not understand the negative impact that their actions have on the community and others are just apathetic. They don't understand how gangs, drugs, robberies, shoplifting, assaults and other violent crimes affect the livability of the community, physically and economically. As fear grips these crime ridden communities, shops and stores begin to move to "safer" neighborhoods to conduct business. As stores move out, jobs are lost in the affected communities and property values begin to plummet. More vacant houses and burned out houses appear. They can potentially become rodent infected crack houses used by drug dealers and "junkies" alike. What may have already been a high crime area becomes a war zone with law abiding citizens held hostage.

The need for delinquent and non-delinquent youth to know the impact of their negative behavior and how it affects the community is of paramount importance. The Street Law program arms these young people with the knowledge of how negative behavior impacts the community, helping many of them to change their thinking process and exhibit constructive behavior to have a more positive impact on the community. Through the Street Law skill building support groups and education, many youth will begin to respect societal laws and see the benefits of engaging in constructive behavior. As more Street Law skill building groups are implemented in public and alternative middle and

high schools, in gang-impacted neighborhoods, and youth service centers throughout this city, the chances of our youth entering the juvenile justice system is significantly reduced and the likelihood of young offenders engaging in additional criminal behavior is markedly decreased.

Detention

Street Law classes are currently being conducted in the detention units at the Donald E. Long Home. Relevant elements of Street Law are being facilitated in the Adolescent Intervention Treatment Program (AITP), Probation Alternative Weekend (PAW), Boys Units 1, 2 & 3, and the Girls Unit. During the 1991-1992 fiscal year, over 600 youth received at least one Street Law lesson while in detention, and 356 youth received at least two lessons while in detention. In addition, during the 1991-92 fiscal year, 63 youth took part in the entire twelve week Street Law course. There was an 83% completion rate since 52 of the 63 youth that participated in the course graduated. The youth who graduated from the Street Law course ended the course by participating in a Mock Trial.

Goals and Objectives

The primary objective of the Street Law program is to teach youth about state, local and federal laws. The program helps to increase understanding and respect for the laws of society through role playing, group interaction, demonstrated lesson plans and by providing guest speakers to discuss pertinent issues. Youth who participate in the Street Law program gain increased understanding of the importance of an education. The Street Law program also emphasizes the dangers of drug and alcohol abuse as it pertains to the

legal system: i.e. DUI, drug related offenses and how they affect future career choices.

The GOALS of the Street Law Program are:

1. Help youth gain a better understanding of the law and the legal system;
2. Increase youth awareness of the consequences of their negative behavior;
3. Provide students with options to gang lifestyles; (i.e. theater passes, tickets to ball games, attend luncheons and other community events)
4. Improve self-esteem through skill building, group interaction and role playing;
5. Increase youth awareness of their rights and responsibilities;
6. Increase respect for rules, laws and regulations;
7. Enhance critical thinking ability through activity based instruction;
8. To understand the intent and purpose of laws;
9. To help youth understand the impact of gang activity in the community;
10. To become more aware of the victim before participating in negative behavior; (i.e. drive-by shootings, robberies, assaults)

Benefits

There appears to be a correlation between the completion of the Street Law course and improved school attendance. During youth participation in the Street Law program, their school attendance improved significantly as measured by school visits. The Street Law Coordinator measures school attendance in 3 month intervals, for 6 months after graduation for the course. Over 70% of the graduates maintained or improved school attendance. These youth demonstrated an increased understanding and acceptance for their own accountability as evidenced by significant improvement in school attendance.

Many of the youth who participated in the Street Law course continue to demonstrate a more positive attitude toward authority figures and their peers, resulting in improved relationships with their parents and guardians. Graduates of the Street Law course have a lower recidivism rate than their delinquent peers who have not participated in the program.

As African American, Hispanic and Southeast Asian youth are targeted for Street Law classes, in Northeast and Southeast Portland, the desire is to decrease the commitment of minority youth to the state training schools. It is the Juvenile Justice Division's goal to stem the tide of over-representation of African Americans youth and young people of color in this system. Additional benefits include:

1. Juvenile Court Counselors have an alternative disposition for eligible youth.
2. For each youth kept out of confinement for 12 months, the State and County savings will be approximately \$50,000 per youth, per year.
3. An increasing number of juvenile law violators will remain in public schools and live in the community.
4. More adjudicated youth will demonstrate increased attendance and improved grades in school which will lead to graduation or successful completion of their GED requirement.
5. It is anticipated that between 60 and 100 youth will successfully complete the Street Law program each calendar year. That completion rate is expected to increase as the Street Law program expands to the middle schools and other community facilities.
6. Diverted and probation youth who successfully complete the Street Law program have a lower recidivism rate when compared with other youth law violators.
7. Youth will demonstrate improved decision making and problem solving skills that help them deal with practical situations and make lawful decisions.
8. Youth will develop a positive attitude toward the legal system, authority figures and increased bonding with society, its values and social institutions.
9. Youth will increase their abilities to manage conflict, anger, insecurity, fear and disappointment in healthy and nonviolent ways.

Street Law Youth Profile - Intervention

Ages: 12-18, Male and Female

- * Gang-Affected Youth
- * Youth suspended/expelled from school/alternative setting
- * Diversion youth from Northeast, Southeast, and North Portland Youth Service Centers
- * Youth recommended by law enforcement personnel
- * Youth on contract
- * Adjudicated youth
- * Drug/Alcohol Abuse
- * Interested Community youth

Street Law Youth Profile - Prevention

Ages: 10-15 Middle School Youth

- * Youth at risk of dropout/suspension
- * Truancy/behavior problems
- * Diversion youth/ Youth Service Centers
- * Dysfunctional family
- * Drug/Alcohol dependency in home
- * Homeless youth
- * Siblings involved in criminal activity
- * Parents involved in criminal activity
- * Lack of respect for authority

Program Measurements

To measure the success rate of the Street Law program, youth will be tracked for a period of six months to a year after completion of the program. The criteria used are a Pre/Post Test relating to the law and related subject matter. Post home visits, educational improvement, behavior improvement at school/home, recidivism rate, exit questionnaire, as well as talking informally with the program participants.

Accountability

School attendance will be measured the quarter BEFORE participation in the Street Law program, the quarter DURING participation, and the quarter AFTER completion of the program. A release of information form has been developed so that Street Law staff can gain access to school records. If a youth holds a job while in the Street Law program, performance reviews should be positive as demonstrated by improved working relationships with co-workers and supervisors, as well as a decrease in absenteeism and tardiness. Youth in the Street Law program are expected to show an increase in responsibility once they complete the course. Youth accountability will be measured by periodic site visits to schools and to the job sites.

Community Relations

Youth are expected to demonstrate an increased knowledge and respect for laws. This will be measured by the recidivism rate of adjudicated youth who are Street Law graduates. A six month recidivism study will be done to evaluate the level of increased or decreased criminal activity by Street Law participants.

The Street Law staff will be making periodic home visits to youth in the program to

encourage continued participation throughout the session. These home visits would also give the staff a chance to talk with the parents/guardians of the youth to build a better relationship between the Juvenile Justice Division and the community. Parents will be assisted in identifying and accessing community resources as it relates to the youth, their involvement with the court, and the needs of the family. Better participation by youth are expected in the groups when they have bonded to the program.

Skill Building

Skill development will be measured through the pre and post knowledge test used regarding the information presented throughout the course of the program. For adjudicated youth the level of compliance with the terms of probation will be measured. Compliance with the terms of probation will be tracked by monitoring the number of youth who successfully comply with the terms of their probation while participating in the Street Law program and for 6 months after graduation. School performance of Street Law participants will be measured and the youth will be expected to maintain their current level of school performance.

Conclusion

In order for the Street Law program to have a widespread impact on the community, it needs to be accessible to all young people between the ages of 12 - 18 years. The increase of juvenile delinquency demands our utmost attention. Teenage pregnancies are reaching levels never seen before, youth are dropping out of school in record numbers, the use of drugs and alcohol has become an epidemic among today's young people, and the juvenile crime rate is out of control. Street Law is needed.

STREET LAW: BASIC CURRICULUM

WEEK 1- ORIENTATION PRE/POST TEST

WEEK 2- THE PURPOSE OF RULES/LAWS (ROLE PLAYS)

WEEK 3- SELF ESTEEM (FILM/ROLE PLAY)

WEEK 4- DRUGS & ALCOHOL (GUEST SPEAKER)

WEEK 5- DECISION MAKING

WEEK 6- RESPONSIBILITY MALE/FEMALE

WEEK 7- CHOICES (FILM/DISCUSSION)

WEEK 8- SEARCH & SEIZURE (GUEST POLICE OFFICER)

WEEK 9- ANGER MANAGEMENT (ROLE PLAY)

WEEK 10- REFUSAL SKILLS (ROLE PLAY, DISCUSS)

WEEK 11- MOCK TRIAL PREP

WEEK 12- MOCK TRIAL

MEETING DATE: MAR 16 1995

AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB SOLE SOURCE EXEMPTION FOR INTERCOM SYSTEM COMPENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, March 9, 1995

Amount of Time Needed: _____

DEPARTMENT: DES DIVISION: Facilities & Property Management

CONTACT: Lillie Walker/Cyrus Yamin TELEPHONE #: 248-5111/248-3322

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Lillie Walker

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request of Board of County Commissioners, Acting as PCRb, for a sole source exemption to purchase intercom system components for the Justice Center

3/9/95 NOTICE & Application to PCRb list, Dave Boyer, Willie Walker & Cyrens Yamin

SIGNATURE REQUIRED:

3955 MAR 11 1995

SIGNATURE REQUIRED:

3/17/95 NOTICE & ORDER to PCB List, DAVE BOYER,
LITTLE WALKER & CYRUS YAMIN
ELECTED OFFICIAL:

OR

END

DEPARTMENT MANAGER

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Lillie Walker, Purchasing Director

TODAY'S DATE: February 24, 1995

REQUESTED PLACEMENT DATE: March 9, 1995

SUBJECT: Sole Source Exemption Request to purchase Stentofon Intercom System Components for the Justice Center.

I. Recommendation/Action Requested:

The Facilities Management Division has requested a sole source exemption to contract with Telect, Inc. for the purchase of Stentofon intercom system components for the Justice Center.

II. Background/Analysis:

The current intercom system no longer functions within the parameters required for the safety of officers and inmates at the Justice Center. Evaluation by Electronic Services indicates that partial replacement of system components will resolve the problem. Since only the controller needs to be upgraded and replaced, equipment compatible with the existing system is required. The manufacturer's sole representative in this region is Telect, Inc. Other alternatives would require complete system replacement which would incur much greater costs and delay repair of the existing problem.

III. Financial Impact:

The estimated cost of this equipment will be \$51,468.00.

IV. Legal Issues:

None.

V. Controversial Issues:

N/A

Page Two
Procedure for Staff Report

VI. Link to Current County Policies:

Current policies require approval by the Board for sole source purchases exceeding \$25,000.00.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMO

To: Lillie Walker

From: Cyrus Yamin

Date: February 7, 1995

Re: Exemption to Bidding, for the Justice Center Intercom System

Attached, please find my letter of request for exemption to bidding process for the purchase of the equipment needed to upgrade the intercom system at the Justice Center approved by Betsy Williams.

Telect, Incorporated is the manufacture representative of Stentofon products and the only supplier of the equipment in this region.

I request that an exemption to the bidding rules be granted and a purchase order number be issued.

Please call me at x6270, if there are questions.

cc: Jim Emerson
Jan Thompson

PURCHASING SECTION
95 FEB -7 PM 1:53
MULTNOMAH COUNTY



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMO

TO: Betsy Williams
From: Cyrus Yamin
Date: January 25, 1995
RE: Stentofon Intercom System at the Justice Center
Project #:CP921 Budgeted amount: \$55,000

*Recommended Approval
Betsy Williams
2-1-95*

I urgently request that an exemption to the bidding rules be granted for the acquisition of the Stentofon equipment for the intercom system at the Justice Center. Please also see the attached supporting documents from the Multnomah County Sheriff's Office and the Multnomah County Electronics Services Division.

The Intercom System at the Justice Center no longer has the capacity to answer the demand for efficient communication which is crucial to the safety of officers and inmates.

Our investigations, based on the recommendation submitted by the Multnomah County Electronic Services Division, indicate that the most economical and practical solution to the problem is to maintain most of the body of the existing system and replace the control unit with a more efficient unit with a higher capacity.

This solution requires that the new unit also be the same brand as the existing one (Stentofon) and supplied by a single manufacturer's representative in this region. In this case, the representative is Telect, Incorporated of Liberty Lake, Washington.

The total purchase amount will be \$46,789.00. *+10% per Cyrus*

Other alternatives, however, require the replacement of the whole system which makes them less desirable due to higher expense and longer time needed to complete the project.

This morning, the Stentofon representative notified me that there has been a 3 to 5 percent price increase as of January 1, 1995, but the listed equipment can still be purchased by the county as quoted earlier if the order is placed within the next two weeks.

Please call me at x6270, if there are Questions.

CC: Jim Emerson



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

JOHN BUNNELL
SHERIFF

(503) 255-3600

MEMORANDUM

TO: CYRUS, FACILITIES MANAGEMENT

FROM: MAJOR GARY R. WALKER
FACILITIES COMMANDER

DATE: JANUARY 17, 1995

SUBJECT: STENTOFON SYSTEM, MCDC

The Stentofon system is a primary communication device for the entire jail security system. Whenever this system is disrupted it creates a officer safety/inmate safety issue. This is a critical element within our secure facilities.

It is my understanding that this system is in need of replacement. I concur for safety reasons.



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

JOHN BUNNELL
SHERIFF

(503) 255-3600

MEMORANDUM

TO: WAYNE GEORGE, Facilities Management

cc: Cyrus Yamin, Facilities Management
Chief Deputy Tom Slyter, Corrections Division
Major Gary Walker, Facilities Section

FROM: CAPTAIN JEANIE KING *JK*
MCDC/CHJ Commander

DATE: January 19, 1995

SUBJECT: REQUEST FOR EXEMPTION FOR UPGRADE OF MCDC STENOFON

As Dale Anderson's attached memo states, we are in need of replacing the controller for our intercom system at the Justice Center.

The money has been budgeted and this is a high priority request for security reasons. In addition, as Dale's memo indicates, our intercom systems are not compatible with other systems and all we need to replace/upgrade is the controller.

For these reasons I would urge you to apply for an exemption and purchase the "stenofon" controller from our original manufacturer.

The local stenofon rep is: Telect, Incorporated out of Liberty Lake, Washington.

If further information is needed, please feel free to contact me at 248-3051.



MULTNOMAH COUNTY ELECTRONIC SERVICES

248-5191

December 9, 1994

To: Cyrus, Facility Management

From: Dale Anderson, Electronic Services

This is regarding the replacement of the Stentofon intercom system at MCDC. We are only upgrading and replacing the controller and not the intercom stations themselves. Since the intercom stations are not compatible with other systems, it is necessary that the new controller be a Stentofon.

Following is a list of equipment that needs to be ordered.

1	TL120/120/4	exchange package	\$43268.00
1	63054	SB4 speech brd	3228.00
1	229373	Amp tool	297.00

\$ 46789.00

Section 1

Introduction

1.1 General Description

The Speech Channel Board SB4 1000610540 (4 Conversation Speech Channel Board) is used in all Panmix MPC Exchanges. The board contains circuits necessary for the control of conversation.

Each board contains circuitry for 4 speech channels, allowing 4 conversations to take place at a time. The board replaces four of the "old" SB boards 1000630500.

The board is plugged into the SB positions in the 3WC2, 3WC2R, BWSP, JWSFR, BWBP, 3WEP or 3WFP Module.

1.2 Compatibility

The Speech Channel Board SB4 is fully compatible with all Processor Boards PMC/PMD/PME/PMF-R.

The Speech Channel Board SB4 is fully compatible with Speech Channel Boards SB 1000630500.

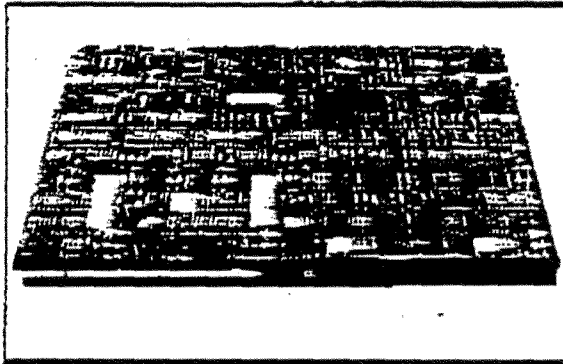
The Speech Channel Board SB4 is not compatible with Speech Channel Boards SB 1000610500.

1.3 Limitations

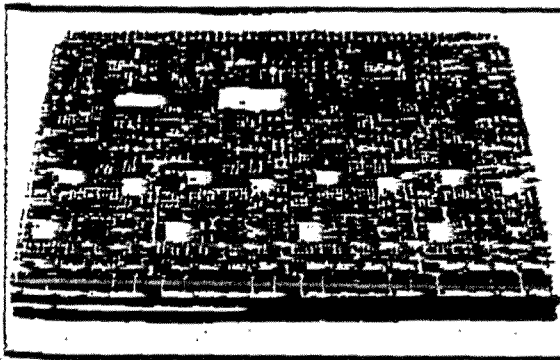
Due to the higher power consumption when using SB4 boards, the number of SB4 boards in the following modules is limited:

- BWBP modules can be equipped with a maximum of 5 SB4 boards.
- 3WC² modules, version B2 and earlier versions, can be equipped with a maximum of 3 SB4 boards.
- BWSP² modules, version B2 and earlier versions, can be equipped with a maximum 4 SB4 boards.

* Modification on back-wiring required.

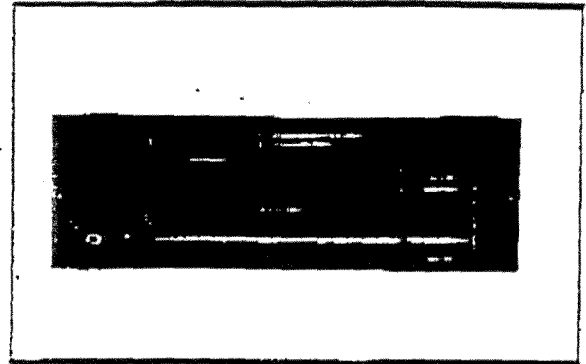
STENTOFON**5.5
Speech Channel Board SB 63050**

The SB board contains the necessary circuits to control conversations. Each board allows one conversation to take place at a time. The boards must be plugged into the SB positions in the BWCP, BWSP, BWBP, BWEP or BWFP module.

**5.6
Subscriber Board AB 61010**

The AB board contains individual subscriber circuits for four subscribers. The board is equipped with both input and output amplifiers. It also contains circuits for remote control features.

The AB boards must be plugged into the AB positions in the BWCP, BWSP and/or BWAP.

**5.7
Programming Panel 63180**

The Programming Panel PRP is an optional equipment for use with all exchanges. The panel can be mounted on front of the ventilator module of the 5 1/2 ft. cabinets (- exchanges over 112 subscribers). In exchanges 52/4 and 112/8 the programming panel can be positioned on top of the cabinet.

The Programming Panel is necessary for programming of exchanges over 112 subscribers (- Exchange 52/4 and 112/8 can be programmed by using the AUTO-LOAD feature).

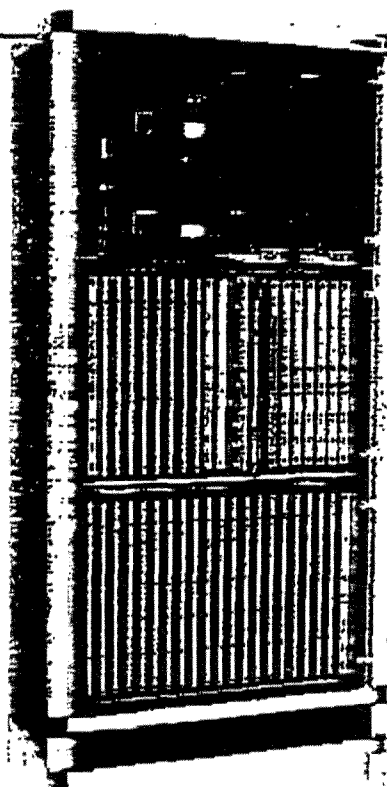
All necessary cables for connection to the exchange is provided with the panel.

A Portable Programming Unit PRU (63170) is available as an alternative to the standard programming panel (63180).

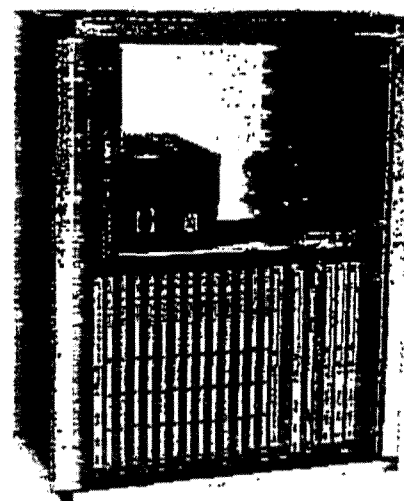


DATA SHEET
TouchLine

TouchLine Exchanges 52/8 & 120/12



Exch 120/12
Exchange 120/12



52/8
Exchange 52/8

The exchanges 52/8 and 120/12 are the smallest in the range of TouchLine exchanges. The 52/8 exchange can be equipped with up to 52 extension lines and 8 speech channels, and the 120/12 exchange can have a total of 120 extension lines and 12 speech channels. Two extensions are normally reserved for system use.

The 52/8 and 120/12 exchanges are made of respectively 2 1/2 and 3 1/2 feet aluminum profiles containing modules for power supplies and printed circuit boards.

Features

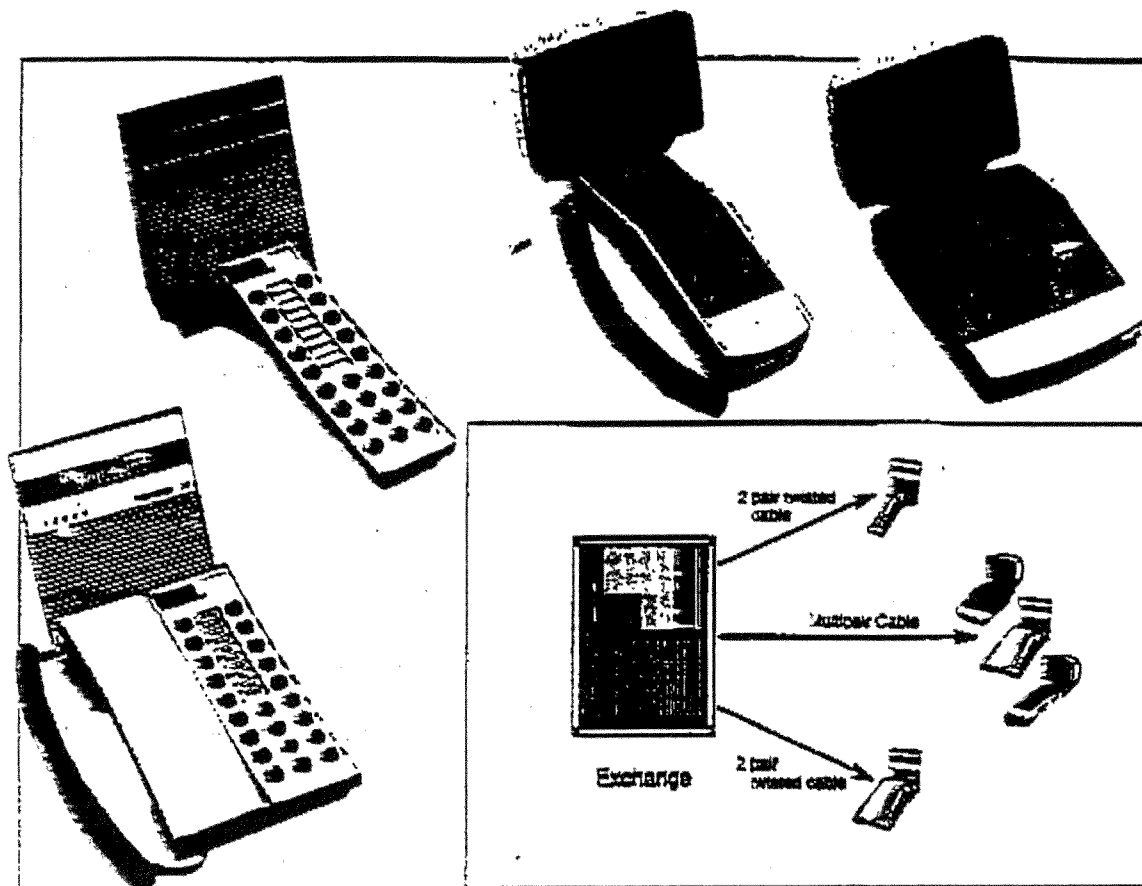
Both exchanges offer the full line of standard and optional features available on all the TouchLine systems.

Among some of the standard features are:

- Flexible number series with up to 4 digits.
- Choice between confidential and loudspeaking conversations.
- Choice between automatic and manual switching of speech direction (- automatic switching allows handsfree conversations).
- Single touch dialling
- Secretary stations.
- Follow-Me (re-direction of calls).
- Conferences.

Among some of the optional features are:

- Voice answering and message services (SVM).
- Stations with display (2x16 characters).
- Voice paging (1 general call and up to 62 group calls).
- Audio programme distribution.
- Receptionist's and operator's information system (SVM).
- Interconnection of exchanges (tie-lines).
- Interface to radio paging systems.
- System error monitoring.
- Alarm distribution (e.g. fire alarm).



Stations

Both TouchLine and Pamex stations can be used with the 52/8 and 120/12 exchange:

TouchLine Station Range:

This range consists of 4 desk-top and 4 wall models offering a combination of single touch keys, handset and display. (See data sheet TouchLine stations.)

Pamex Station Range:

This range includes desk-top stations (with or without handset), wall-mounted stations (with and without handset), substations and door stations. (See data sheet Pamex stations.)

STENTOFON also offers a line of Industrial stations ranging from splashproof to explosionproof stations. Furthermore, the InTouch System and Central Handler System used with TouchLine exchanges offer a number of user terminals for specialized applications.

Standard Configuration

The following equipment is required in a standard exchange configuration.

TouchLine Exchange 52/8:

- 1 x Processor Board PMD or PMFR.
- 1 x Processor Interface Board PMI.
- 1 x Central Logic Board CLM.
- 1-2 Speech Channel Boards SB4
(each board has 4 speech channels).
- 1-13 Subscriber Boards AB
(1 board per 4 extension lines).
- 1-13 Subscriber Cable Sets (1 set per 4 extension lines)
- 1 x Mains Transformer Unit.
- 1 x Stabilized Rectifier PVR.

TouchLine Exchange 120/12:

- 1 x Processor Board PMD or PMFR.
- 1 x Processor Interface Board PMI.
- 1-2 Central Logic Board CLM (2 boards are required when exceeding 80 extension lines).
- 1-3 Speech Channel Boards SB4
(each board has 4 speech channels).
- 1-30 Subscriber Boards AB
(1 board per 4 extension lines).

- 1-30 Subscriber Cable Sets
(1 set per 4 extension lines).
- 2x Main Transformer Units.
- 2x Stabilized Rectifier Units PVR.

Exchanges With Display Stations:

For exchanges with display stations, please note the following:

- * Processor Board PMFR must be used.
- * Power Supply PVRP must be used
(instead of the Main Transformer Unit and Stabilized Rectifier Unit PVR).
- * Display Controller Board DCS is required
(1 board required).
- * Subscriber Boards AB0 are required
(1 board per 4 display stations)
- * The 120/12 exchange can have maximum 88 display stations.

In addition, exchanges are normally equipped with Voice Paging & Audio Programme Distribution Board GCP. 1 board is required in the 52/8 exchange and 1-2 boards are required in the 120/12 exchange.

Circuit Board Positions

The 52/8 and 120/12 exchanges have respectively 1 and 2 modules for printed circuit boards. The modules include the following printed circuit board positions:

AB-positions:

The positions are reserved for Subscriber Boards AB and AB0. The additional facility boards FLX, TLAE, CNF and VMB are also allocated to AB-positions. The 52/8 and 120/12 exchanges have respectively 13 and 30 AB-positions.

SB-positions:

The positions are reserved for Speech Channel Boards SB4. The additional facility board TL and TL8 are also allocated to SB-positions. The 52/8 and 120/12 exchanges have respectively 2 and 3 SB-positions.

CLM-positions:

The positions are reserved for Central Logic Boards CLM. The 52/8 and 120/12 exchanges have respectively 1 and 2 CLM-positions.

PMI-position:

The position is reserved for Processor Interface Board PMI. Both exchanges have 1 PMI-position.

PMC-position:

The position is reserved for Processor Board PMD or PMFR. Both exchanges have 1 PMC-position.

GCP-positions:

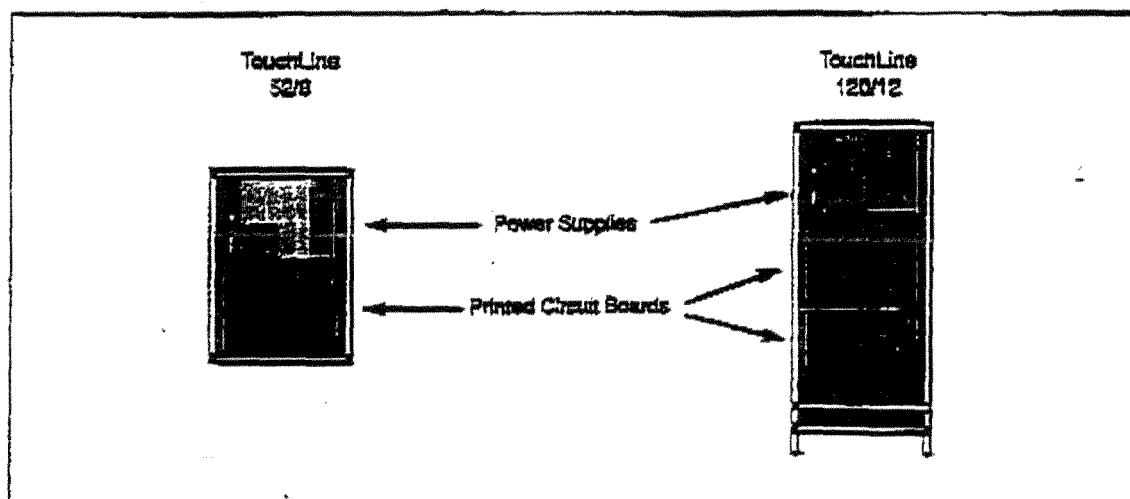
The positions are reserved for Voice Paging & Audio Programme Distribution Boards GCP. Each GCP board handles up to 80 extensions. The 52/8 and 120/12 exchanges have respectively 1 and 2 GCP-positions.

PMX-positions:

The positions are reserved for additional processor boards such as:

- * Display Controller Board DCS
- * Serial Communication Expander Board SCE
- * Data Processor Board DPB.

The 52/8 and 120/12 exchanges have respectively 2 and 3 PMX-positions. If more positions are required, the exchanges must be equipped with Module For Additional Processor Boards SWSCE.

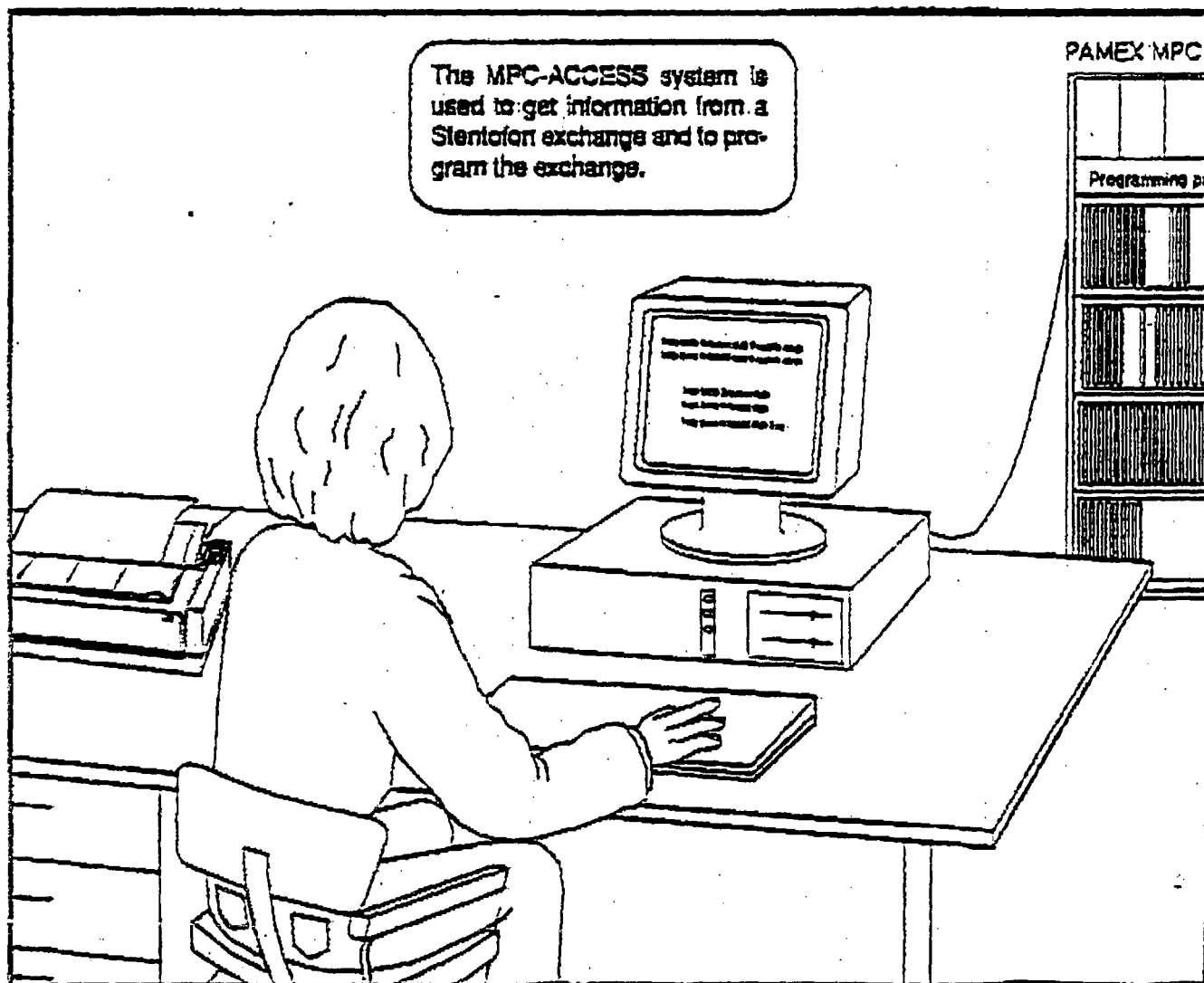




MPC-ACCESS

Programming of PAMEX MPC from a PC

A PAMEX MPC exchange can be programmed from a Personal Computer by using the PC-program MPC-ACCESS:



MPC-ACCESS

MPC-ACCESS is a PC-program which makes it easy to enter and to change customer related information and features in PAMEX MPC. Overview tables are displayed on the screen, and exact programming instructions are given.

Operation in 3 steps.

1. PAMEX MPC data is transferred to the PC database.
2. Customer data are added/changed in the PC-database. The exchange need not be accessible during this programming.
3. The new data file is loaded into the exchange.

Several Back-Up files.

The PC data base can store several PAMEX MPC files with different contents. This makes it possible to change the behaviour of the Intercom system simply by loading a new back-up file into the exchange.

What can be listed?

The four types of informations that can be displayed on the screen (or printed) are:

1. The entire subscriber/feature table with directory numbers related to physical numbers. The name of each subscriber/feature can be added in the PC database.

2. Full screen information for each subscriber/feature containing:

Name
Physical number
Directory number
Type of station
Access level
Group call
Secretary
Preference/priority
Group restrictions
Optional info

3. Overview tables for group calls, secretaries/executives and access levels.

4. The Stentofon directory list is automatically updated according to current changes, and it can be printed whenever needed.

Menu boxes displayed on the screen

MPC-ACCESS MAIN MENU

- 1: SHOW - Display/Print Exchange Data
- 2: PROGRAM - Enter/Modify Exchange Data
- 3: BACK-UP - Copy/Install Exchange Data
- 4: SYSTEM - Tools and Maintenance

5: EXIT

Enter selection (or ? for help):

THE SHOW MENU

- 1: Subscriber Table
- 2: Full Screen Subscriber Info
- 3: Feature Information
- 4: Station Directory List

THE PROGRAM MENU

- 1: EDIT Physical Number Table
- 2: EDIT Subscriber Information
- 3: EDIT Feature Information

THE BACK-UP MENU

- 1: DUMP data from exchange to PC
- 2: LOAD exchange file into MPC-ACCESS
- 3: MAKE an exchange data file
- 4: LOAD exchange with new data

The SYSTEM menu

- 1: Change Passwords
- 2: Make hex-dump of FAMEX files
- 3: Re-index database tables

Sample from a Stentofon directory list

Abustand, Svein ... 252	Bergan, Juhild ... 147	Eggestad, Lars ... 271
Aasen, Roy ... 144	Brennes, Gunn ... 201	Espejord, Olav ... 173
Angen, Ruth ... 286	Breakstad, Geir ... 284	Event, Carl ... 211
Aval, Sigurd ... 220	Dahl, Halvard ... 207	Faasted, Joar ... 233
Baker, Jim ... 165	Dasen, Jim ... 295	Fikse, Geir ... 235
Bjerk, Lisa ... 152	Due, Dolores ... 270	Flack, Siri ... 237

What can be edited?

* New subscribers can be added, and subscribers can be deleted

* A subscriber (with all related information) can be moved to a new physical number (e.g. new office).

* Subscribers can be assigned a secretary

* Group Calls can be defined/removed, and answer code to All Call/Group Call can be changed.

* Subscribers can be included/excluded from All Call and Group Calls.

* Preference/priority and access level can be set for each subscriber/feature.

* Name of subscriber/feature can be changed (this information will not be transferred to the exchange).

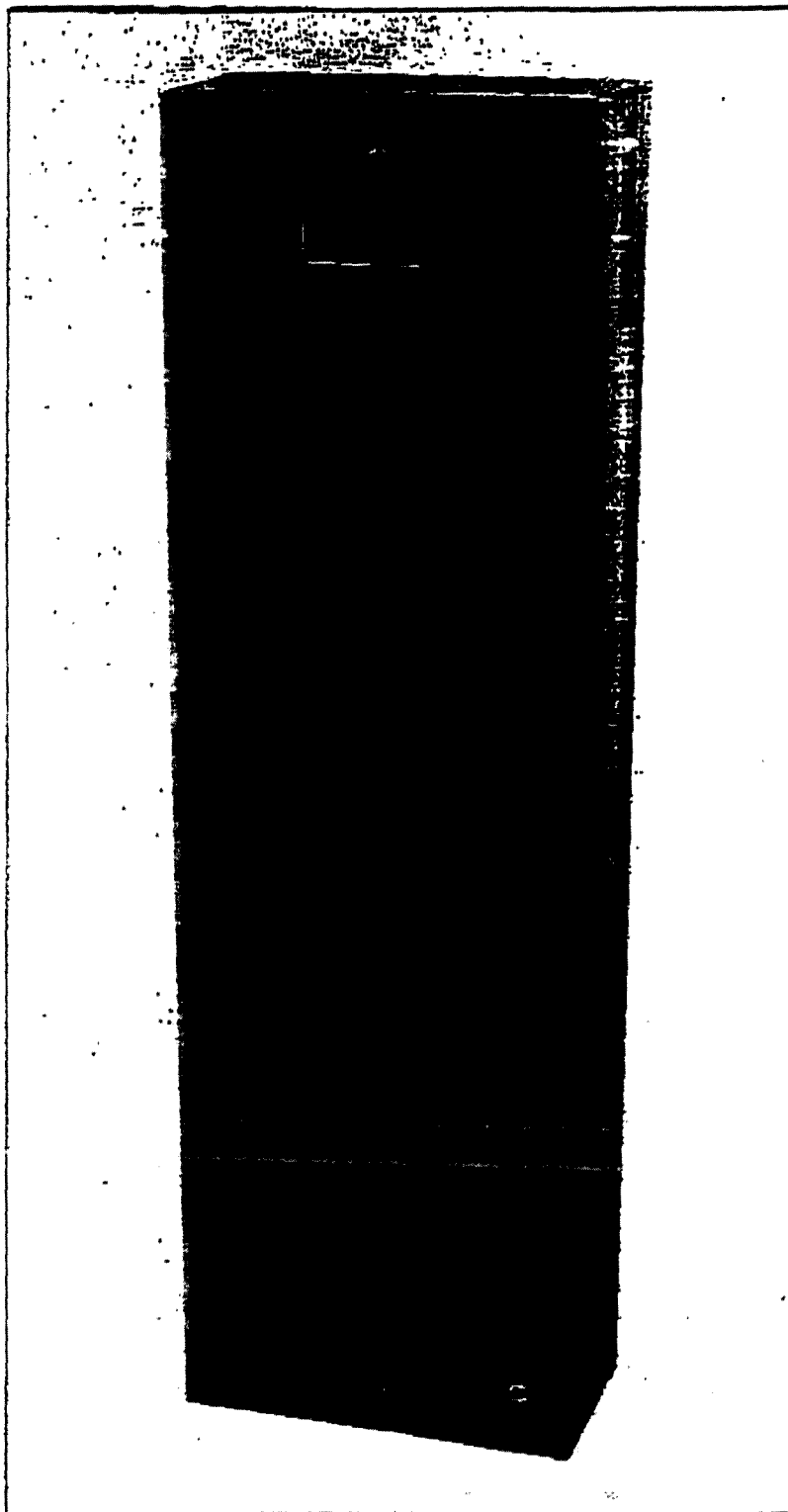
* Substation call-numbers can be programmed.

Requirements

- * The MPC-ACCESS program is delivered on three 360 kb (or one 1.2 Mb) diskettes and is copy protected.
- * The program runs on IBM XT or AT (or compatible), with min. 512 kb memory and min. 2 Mb free hard disk space.
- * The Programming Panel is still needed to do exchange configuration.

STENTOFON PAMEX Communication Systems PAMEX MPC

Tie line equipment FLX/LUX



The Stentofon Pamex and Pamex MPC exchanges can be interconnected via leased PTT (telephone) lines by equipping the exchanges with TIE LINE equipment. The tie line FLX/LUX is suitable for use when the loop resistance (on the tie line) is more than 240 Ohm or if a radio link or other AC-lines are involved. If private lines less than 2 km, or loop resistance less than 240 ohm, are involved, the alternative tie line set TL-set 61060 is available.

The FLX TIE LINE SET consists of a printed circuit board FLX 63341 (tie line control board) and a line unit LUX 63361 for 2-wire lines and LUX 63362 for 4-wire lines. The FLX board is of the plug-in type and is positioned in a subscriber position. The MPC exchanges has certain slots prepared for the FLX installation. The LUX unit is prepared for wall mounting next to the exchange (max. 3 m from exchange).

One tie line set in each exchange is required for each speech path between the exchanges. The tie line equipment is a two-way system, and one can therefore initiate conversation from either end. Increased traffic capacity is catered for by installing additional FLX line sets - up to a maximum of 4 FLX lines. If more than 4 lines are

Programming

All features in the Touchline systems are freely programmable to adapt to each customer's working requirements. The system has an auto-load feature which assigns standard extension numbers and includes a pre-set number of features.

Further programming is possible by using a standard master station, a Programming Panel

PRP or by connecting a Personal Computer with the STENTOFON System Map program. The latter option offers programming via text menus.

Back-up of customer programming is possible on a standard cassette tape or on EPROM (Processor Board PMFR only) or on a floppy disk if a Personal Computer is used.

Specifications:

	52/8	120/12
Dimensions (HxWxD): Weight:	680 x 540 x 400 mm 45 kg (approx.)	1132 x 540 x 350mm 50 kg (approx.)
Power supply: Minimum power consumption: Typical power consumption:	220/117V AC 420 VA ⁽¹⁾ 300 VA	220/117V AC 420 VA ⁽¹⁾ 300 VA
Ambient temperature:	+10° to +25° C +50° to +77° F	+10° to +25° C +50° to +77° F
Max. no. of extensions: Max. no. of speech channels:	52 ⁽²⁾ 8	120 ⁽²⁾ 12
Processor Board PMD: Control program: System configuration back-up: Serial data port:	EPROM Cassette tape RS-232 C	EPROM Cassette tape RS-232 C
Processor Board PMFR: Control program: System configuration back-up: Serial data port:	EPROM EEPROM RS-232 C	EPROM EEPROM RS-232 C
Exchange to station wiring:	2 pair twisted cable ⁽³⁾	2 pair twisted cable ⁽³⁾
(1) Exchange fully equipped with circuit boards. (Amplified calling or calling through separate loudspeaker is not included.) (2) The GCP board and Programming Panel limits the number of extensions by 1 each. (3) Applies to "standard" stations only, as some stations require more than 2 pairs.		

Quality Assurance

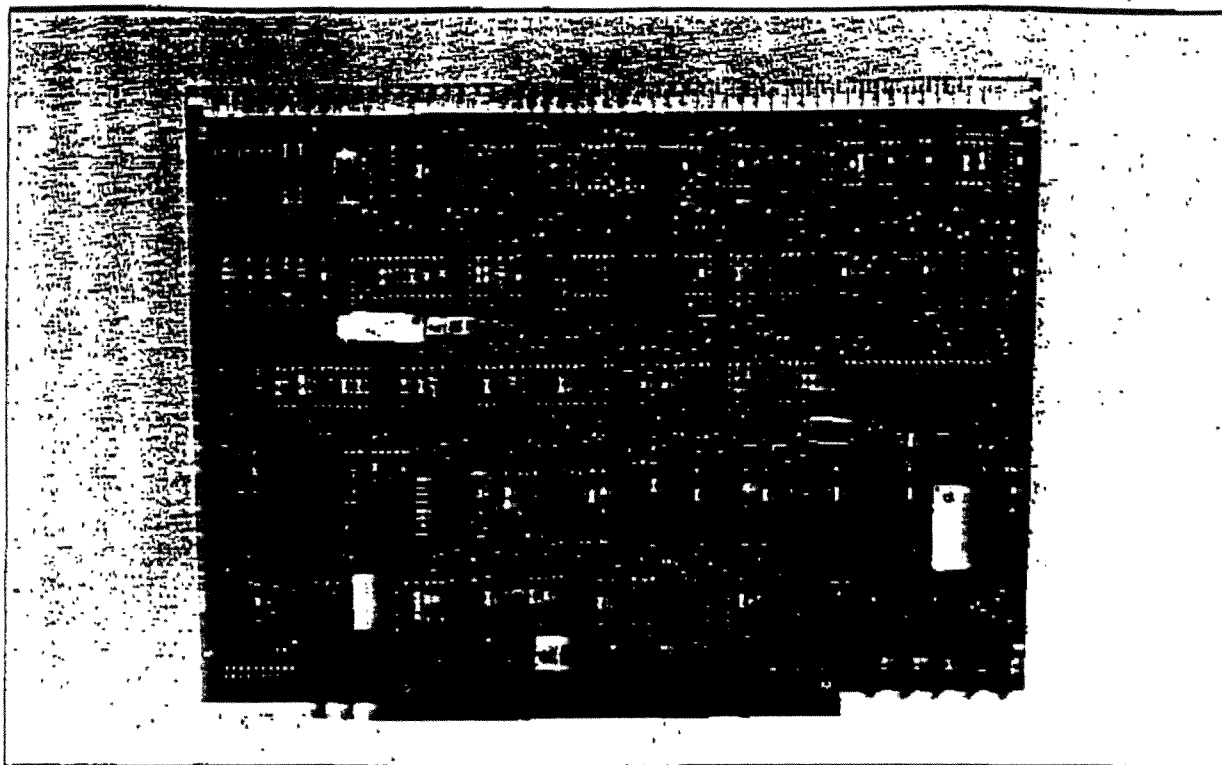
Our object is to supply products of the right quality. We have therefore adopted a Quality Assurance System, which is continuously being revised and which satisfies the strictest requirements: NS (Norwegian Standard) 5801 - Requirements to Contractor's Quality Assurance System.

In the interest of product improvement, STENTOFON AS reserves the right to alter specifications or design without notice.

STENTOFON

STENTOFON AS, N-7005 Trondheim, Norway
Phone: +47-73 52 40 20. Fax: +47-73 51 28 00

Further information about STENTOFON Communication Systems may be obtained from:



needed, a special FLX buffer must be used and the cabinets need special cabling.

Calls via the tie line occupies one speech channel in each exchange.

Operation

The use of the FLX tie line is like the normal operation of the Stentorfon Intercom System. Simply, dial the tie line's directory number and the wanted subscriber's number - and the connection is established. The tie line's directory number is programmable (except in ordinary Pamex exchanges) and can be set to any requested number. When dialling the line's directory number, a short flash in the station's LED and a "ready tone" indicate the line being free.

With the tie line installed, one has full benefit of the Camp-On-Busy feature available on the Pamex and Pamex MPC,

i.e. if the tie line is occupied, the system will automatically connect you if the line is free within 30 seconds (programmable). On Pamex MPC systems you may also choose to place yourself in a queue for automatic call back, by dialling 8 after the tie line's directory number. The time limit is here 5 minutes (- also programmable).

All subscribers may call the subscribers at the other exchange. However, access can be limited to selected subscribers by simple programming. The tie line does not limit the intercom system's advantages of:

- * Hands-free operation of the station during conversation
- * Manual control of the speech direction if requested (can be controlled from both ends)
- * The possibility of open confidential conversation by using the station's handset.

Furthermore, additional features like Wireless Paging Group and All Calls - all with reply possibility - are easily accessible over the tie line. Conference and Inquiry Calls can, with some limitations, be executed via the tie line. The FLX tie line also gives access to the SVM feature in the connected exchange.

Advantages

Communication through intercom systems via Leased PTT Lines, is by far easier than constantly using the phone. By a touch of a few buttons, one is immediately in contact with the requested person. If the person in question is not in his office, he or she can be paged by a Group or All Call - which can be answered from the nearest intercom station. Also, with the tie line equipment installed, one has the possibility of information and signal communication such as:

- * Remote Alarm
- * Auxiliary Audio Channel
Can be used with slow speed modems up to 600 baud
- * Tape to Tape Communication
- * Remote Control of Equipment

The above applications can easily be given priority, i.e. if the tie line is in use for ordinary conversation, the connection will be cancelled to allow the line to be used for other purposes. (Some of these applications require installation of a modem.) The tie line gives you quick and easy communication 24 hours a day with all the advantages an intercom system offers you - all in all a better way of communicating.

Special Order

Standard software (basic version) is per 89.03.01 called **FLX 2.5**.

Special software can be ordered to obtain the following features:

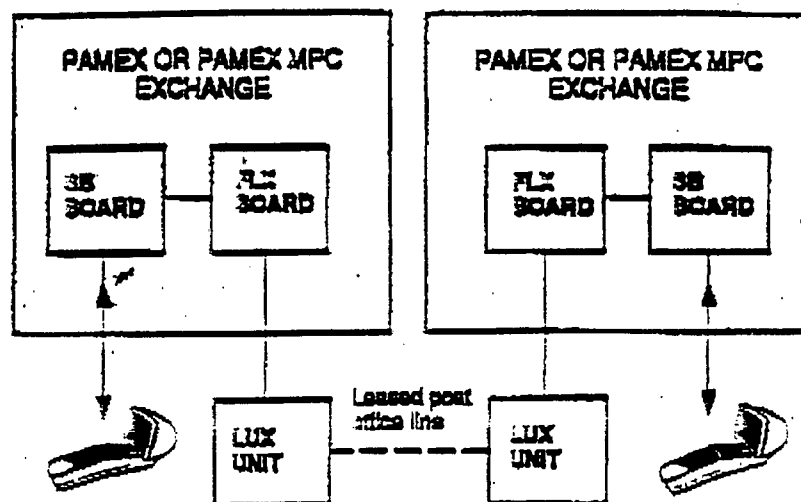
- * Integrated number series in the connected exchanges.
The first digit in the subscriber number serves as a directional number.
Software **FLX 2.5 A**

* FLX via satellite.

The FLX functions are operative when the PTT lines are connected via satellite. In this way international companies can have worldwide communication via their STENTOFON System.

Software **FLX 2.5 B**

- * Auxiliary Audio Channel with Speech Channel Priority.



This audio channel distributes an audio program. Audio is distributed without interruption until an operator on the A or B side initialize FLX. Then the auxiliary channel disconnects and an ordinary conversation can be connected. When the conversation is cancelled, the program is automatically reconnected.
Software **FLX 2.5 C**

Description of the FLX Board

The FLX board is a microprocessor controlled unit with a Read-Only-Memory (EPROM), which defines the operation of the system. The board uses standard Dual Tone Multi Frequency (DTMF) signals, and the FLX board converts the exchange's single frequency signals to DTMF. The FLX board has a built-in line monitoring feature, and the board's LEDs indicate malfunction. In addition the board is provided with an output terminal for connection of external indication. Thereby, a line fault or connection problem can be displayed (lamp) on a suitable place. The FLX board is suitable for both ordinary

conversation and for low speed data and information transmission (max. 600 baud).

Description of the LUX unit

The LUX unit controls and converts the signals from the FLX board to meet the requirements for signal transmission on leased PTT lines. The LUX 63361 is used on 2-wire lines and LUX 63362 on 4-wire lines. Both units can be equipped with extra protection against severe transients. The unit must be connected to the FLX board. LUX has a built-in audio level meter and socket for a 6001/6002 station. This makes it easy to do the required installation commissioning work. Approval by telecommunication authorities is required in most countries.

The LUX is approved in the following countries (per February 1989):

Norway (Approval 86/062).
Germany
Sweden
Austria
Finland
Switzerland

Please contact your dealer for further information.

Technical Data**FLX**

Current consumption FLX from +5V	typ. 380 mA
Current consumption FLX from +15V	typ. 35 mA
Current consumption FLX from +24V (of which LUX requires 80 mA)	typ. 90 mA
Current consumption FLX from -24V	typ. 5,4 mA

LUX

Current consumption LUX from +24V	60 mA
Current consumption LUX with Master Station from +24V	75 mA
Ambient temperature	+10°C to +30°C
Line attenuation compensation	0 - 20 dB
Line termination impedances	Selectable: 940 Ohm parallel to 110nF + - 2% 900 Ohm 600 Ohm
Test frequencies	300 - 2900 Hz
Test output level (on the line)	240 mV / 600 Ohm (- 10 dBm)
Speech and signal level	Selectable: 0, -8, -10 and -13 dBm Standard - 10 dBm
Line balance attenuation rel. ground	50 dB, typical 58 dB
Squelch level	- 52 dBm (2 mV/600 Ohm)
Return loss with line impedances 940 Ohm (1% tolerance) parallel to 110 nF (2% tolerance)	2-wire: 15 dB 4-wire: 20 dB

STENTOFON

Innhærdsveien 7, P.O. Box 733, N-7001 Trondheim, Norway
Phone: +47-7-524020. Fax: +47-7-5129 88. Telex: 55281

Further details about STENTOFON
Communication Systems may be obtained from:



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
DAN SALTZMAN • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on **Thursday, March 16, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of a Sole Source Exemption to Contract with Telect, Inc. for the Purchase of Intercom System Components.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing and Central Stores Director Lillie Walker at 248-5111.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad
Office of the Board Clerk

enclosure

cc: Dave Boyer
Lillie Walker
Cyrus Yamin

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a Sole Source Exemption to)
contract with Telect, Inc. for the purchase of)
intercom system components.) APPLICATION

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services is hereby made pursuant to the Board's Administrative Rule AR 10.010, AR 10.100 and AR 20.030 adopted under the provisions of ORS 279.015, for an order of exemption to purchase Stentofon intercom system components for the Justice Center from Telect, Inc. The total purchase amount will be \$51,468.00.

This Exemption Request is due to the following facts:

The current intercom system no longer has the capacity to answer communication demands. Failure to meet these demands compromises the safety of officers and inmates in the detention facility. Evaluation by Electronic Services indicates that full system replacement is not required, that upgrading and replacing the controller will allow the intercom to function efficiently. Full system replacement would increase the cost of the repair and delay repair of the problem. Partial replacement requires purchase of same brand equipment. The manufacturer indicates that this region is supplied by a single manufacturer's representative, Telect, Incorporated of Liberty Lake, Washington. The purchase does not inhibit competition or encourage favoritism and will maintain safety of the Justice Center.

Purchasing recommends approval of this exemption because Telect, Inc. is a sole source provider.

The Facilities Management Division, has budgeted funds to cover the cost of the contract in the FY 1994-95 budget.

Dated this 2nd day of March, 1995.


Lillie Walker, Director
Purchasing, Contracts, & Central Stores

Attachments



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on **Thursday, March 16, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 95-54 in the Matter of a Sole Source Exemption to Contract with Telect, Inc. for the Purchase of Intercom System Components.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad
Office of the Board Clerk

enclosure

cc: Lillie Walker
Dave Boyer
Cyrus Yamin

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a Sole Source Exemption)
to contract with Telect, Inc. for the purchase) ORDER
intercom system components) 95-54

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and AR 10.010, AR 10.100 and AR 20.030, a request from the Department of Environmental Service, Facilities Management Division to award a contract to Telect, Inc for the purchase of intercom system components for the Justice Center. The total purchase amount will be \$51,468.00

It appearing to the Board that the recommendation for a sole source exemption, as it appears in the application, is based upon the fact that Telect, Inc. is the only provider of these products in this region.

It appearing to the Board that this request for a sole source is in accord with the requirements of ORS 279.015 and PCRB Rules AR 10.010; it is therefore,

ORDERED that the purchase Stentofon Intercom System Components from Telect, Inc. be exempted from the requirement of a formal competitive bid process.

Dated this 16th day of March, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By Sharon Kelly for
Beverly Stein, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature]
Assistant County Counsel

Meeting Date: MAR 14 1995 MAR 16 1995

Agenda No: P-3 P-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Board Resolution for Hearing Scope

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: March 14, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: R. Scott Pemble

TELEPHONE: 248-3182
BLDG /ROOM: 412/103

PERSON(S) MAKING PRESENTATION: R. Scott Pemble

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

Resolution for the Board's agreement to extend the trial period for the de novo review of appeal hearing cases to coincide with the Planning Division's quasi-judicial Result project.

The quasi-judicial Results project team anticipates forwarding recommendations to the Board by July 1, 1995. In addition, the Planning Director will prepare and present a Hearing Evaluation Report to the Board at the same time.

3/17/95 copies to Scott Pemble

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: REP Jeff Payne

1995 MAR - 7 AM 8:42
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Multnomah County Board of Commissioners

FROM: R. Scott Pemble, *Planning Director*

TODAY'S DATE: March 6, 1995

**REQUESTED
PLACEMENT DATE:** March 14, 1995

SUBJECT: DE NOVO HEARING RESOLUTION

I. RECOMMENDATION/ACTION REQUESTED:

Request Board amend Resolution 94-56 to extend the trial period for De Novo hearings to no later than June 30, 1995.

II. BACKGROUND/ANALYSIS:

At the February 14, 1995 Board meeting on Planning items, the Board instructed staff to amend Resolution 94-56 to extend the De Novo hearing trial period to coincide with the conclusion of the Planning Division's work-in-progress Results project (*i.e.*, Quasi-Judicial Redesign Project). Staff explained the Results project is focusing on the entire Quasi-Judicial process of which the Board's appeal hearing is one of many steps. The outcome(s) of the Results project, which will be reported to the Board before the end of the current fiscal year, may in part deal with the Board's appeal hearing process. Consequently, any action taken as the result of the current customer evaluation project may be premature until the Results project is concluded. It was decided it would be more prudent to combine both reports and have the Board consider their conclusions concurrently. Until the Results project was concluded, it was further agreed that any future appeals should be heard De Novo and these appeal hearings also need to be evaluated by hearing customers.

III. FINANCIAL IMPACT:

Some additional cost may be incurred because the Hearings Officer is paid per billable hour. De Novo Hearings tend to take longer than hearings on the "Record" and appeal hearings are billable hours per the Hearings Officer contract. The actual increase will not be known until the end of the trial period because of the uniqueness of each case.

IV. LEGAL ISSUES:

The appeal options are delineated within the County's Zoning Ordinance. As per County

Counsel instruction when adopting Resolution 94-56, the Board can choose to implement only one of the three appeal options by adopting a Resolution. The attached Resolution is consistent with existing Zoning Code language and the previous practice.

V. CONTROVERSIAL ISSUES:

Some public consider a De Novo hearing before the Board as being redundant and providing the appellant a second chance to make their case.

VI. LINK TO CURRENT COUNTY POLICIES:

The proposed Resolution is consistent with the "Scope of Review" provisions of the current County Zoning Code.

VII. CITIZEN PARTICIPATION:

When the Board concludes the current trail period, Citizens will be provided opportunity to comment on any proposed amendment to the hearing sections of the Zoning Code. Also, via the appeal hearing customer survey instrument, hearing participants are provided an opportunity to evaluate the hearing process.

VIII. OTHER GOVERNMENT PARTICIPATION:

Local governments must provide an opportunity for local Quasi-Judicial decision to be appealed to LUBA. The means by which this is accomplished, for the most part, is the local governments' option. A number of different models are currently being used.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of establishing procedures)	
to simplify appeals in quasi-judicial)	RESOLUTION
land use cases and evaluating the)	95- 55
effectiveness of the procedures after a)	
trial period)	

WHEREAS, pursuant to state law and the county code, the Board acts as a quasi-judicial body in certain types of land use cases, applying approval criteria to relevant facts; and

WHEREAS, past Boards have narrowed the scope of appeals by limiting or precluding the introduction of new evidence; and

WHEREAS, the Board finds that some of the more technical procedures used in the past, such as limiting the evidence to the record, are difficult to apply consistently, and distract the participants in the process from the underlying land use planning issues in appeals; and

WHEREAS, in the interest of making land use appeals more user-friendly, the Board wishes to open up the process in accord with attachment A to this Resolution; and

WHEREAS, the Zoning Code permits the Board to specify that appeals will be held on a de novo basis as detailed in Attachment A; and

WHEREAS, the procedures in Attachment A may have positive and negative impacts for users of the system; therefore, they should be implement on a trial basis and then be evaluated.

NOW, THEREFORE, BE IT RESOLVED

1. Until the Board takes action on a report from the Planning Director, land use appeals reported to the Board after this Resolution is adopted will be conducted in accord with the procedures set forth in Attachment A to this resolution;
2. The Planning Director will notify parties to appeals about this change;
3. Any appeal reported to the Board before adoption of this Resolution, in which the Board has made a ruling as to the appropriate scope of review but has not yet conducted the hearing on the appeal itself, shall be conducted according to the Board's previous scope of review ruling;

4. The Planning Director shall coordinate an evaluation of the procedures set forth in Attachment A. The evaluation shall be based on input from all user-groups.
5. The Planning Director shall prepare and present a Hearings Evaluation Report to the Board by July 1, 1995.

Adopted this 16th day of March, 1995.

MULTNOMAH COUNTY, OREGON



By Sharon Kelley, Jr.
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

John D. Bay
Laurence Kressel, County Counsel
of Multnomah County, Oregon

ATTACHMENT A TO RESOLUTION NO. 95-55

Land Use Appeal Procedures:

1. When an appealed decision is reported to the Board, the Board shall set a date and time for the appeal hearing.
2. The scope of review of each appeal shall be de novo, as that term is used in Section 11.15.8270 of the Zoning Code. The record established at the Hearings Officer level, as well as the Officer's Findings and Conclusions, shall be made available to the Board prior to the appeal hearing. The record shall also be available at the hearing itself. However, the parties shall be permitted to introduce new evidence (i.e. evidence not already in the Record) relevant to the case during the hearing, subject to the time limits set by the Board. Evidence can consist of oral statements, written reports, studies or other documents, photographs, slides and similar material.
3. Order of Presentations: After the presentation by staff and the Hearings Officer (if a Hearings Officer report is requested by the Board), each side shall have 20 minutes to present its case. The appellant shall make the first presentation and may reserve a portion of its time for rebuttal. The Board may extend the time for presentation in appropriate cases.
4. The parties shall be permitted to use their allotted time for any combination of the following:
 - (a) Presentation of relevant evidence;
 - (b) Argument as to whether the Board should affirm, reverse or modify the Hearings Officer's decision, based on the relationship between the evidence and the approval criteria governing the application.