

# **ANNOTATED MINUTES**

Thursday, July 15, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:26 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley and Lisa Naito present, and Commissioner Serena Cruz excused.*

### **CONSENT CALENDAR**

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

### **NON-DEPARTMENTAL**

C-1 Appointments of Dick Bogle, Cathi Millar, Martha Richards, Sharon Van Sickle and Reappointment of David Fuks to the REGIONAL ARTS AND CULTURE COUNCIL

***CHAIR STEIN ACKNOWLEDGED APPOINTEES  
AND RACC EXECUTIVE ASSISTANT KATHERINE  
ROBINETTE.***

### **PUBLIC CONTRACT REVIEW BOARD**

C-2 ORDER Exempting from the Formal Competitive RFP Process a Contract for the Purchase of Custodial Services from Everclean Maintenance Company Beyond the Three Year Contract Limitation

***ORDER 99-146.***

C-3 ORDER Exempting from the Formal Competitive RFP Process a Contract for the Purchase of Custodial Services from Oregon Pacific Corporation Beyond the Three-Year Contract Limitation

***ORDER 99-147.***

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 RESOLUTION Approving Real Estate Purchase and Sale Agreement for the Sale of Certain Real Property to Pamela A. Rechel and Teresita M. Duffy

### ***RESOLUTION 99-148.***

- C-5 RESOLUTION Approving Real Estate Purchase and Sale Agreement for the Sale of Certain Real Property to Gabriel Investment LLC

### ***RESOLUTION 99-149.***

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-6 Renewal of Intergovernmental Revenue Agreement 0010101 with Casey Family Program, Funding Mental Health Services through the Children's Mental Health Partnership
- C-7 Intergovernmental Revenue Agreement 0010141 with Portland Public Schools to Purchase Services Including Alternative School at Mt. Scott Center for Learning, Child Care, Summer Camp and Health/Developmental Screening for Children
- C-8 Renewal of Intergovernmental Revenue Agreement 0010284 with Gresham-Barlow School District, Funding Mental Health Services through the Children's Mental Health Partnership for Children Not Eligible for Multnomah County CAAPCare
- C-9 Renewal of Intergovernmental Revenue Agreement 0010288 with State Office for Services to Children and Families, Funding Mental Health Services through the Children's Mental Health Partnership for Children Not Eligible for Multnomah County CAAPCare
- C-10 Renewal of Intergovernmental Revenue Agreement 0010630 with Portland School District, Funding Mental Health Services through the Children's Mental Health Partnership for Children Not Eligible for Multnomah County CAAPCare
- C-11 Renewal of Intergovernmental Revenue Agreement 0010643 with Centennial School District, Funding Mental Health Services through the Children's Mental Health Partnership for Children Not Eligible for Multnomah County CAAPCare

## **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

C-12 Renewal/Amendment 1 to Intergovernmental Agreement 700029 with Portland School District No. 1 and Multnomah Education Service District, Providing Funding in Support of Turnaround School, Alternative Education Program for Youth

### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

*NO ONE WISHED TO COMMENT.*

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

R-2 Results from RESULTS: Quality Standards for Case Managers Serving People with Developmental Disabilities. Presented by Nancy Hesselman and Others.

*KATHLEEN SADAAT, NANCY HESSELMAN AND  
LESLIE GOODLOW-BALDWIN PRESENTATION  
AND RESPONSE TO BOARD QUESTIONS AND  
COMMENTS IN SUPPORT. TEAM TO REPORT  
BACK TO BOARD.*

### **NON-DEPARTMENTAL**

R-3 RESOLUTION Approving Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District

*COMMISSIONER KELLEY MOVED AND  
COMMISSIONER LINN SECONDED, APPROVAL  
OF R-3. CLEVE JOINER, ASSISTANT FIRE  
MARSHAL EXPLANATION AND RESPONSE TO  
BOARD QUESTIONS. RESOLUTION 99-150  
UNANIMOUSLY APPROVED.*

## **DEPARTMENT OF HEALTH**

- R-4 RESOLUTION Authorizing Execution of Agreement 0010863 for Lease of Certain Real Property for the Operation of the Office of Emergency Medical Services

**COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-4. JENNIFER DE HARO AND DWAYNE PRATHER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER NAITO ADVISED SHE WAS CONCERNED WITH THE TIMING OF A MOVE BY THE OFFICE OF EMERGENCY MEDICAL SERVICES DUE TO UPCOMING AMBULANCE FRANCHISE AGREEMENT RENEWAL, BUT WOULD SUPPORT SOME OTHER OFFICE MOVING INTO THE LEASED SPACE. FOLLOWING DISCUSSION, COMMISSIONER NAITO MOVED AND COMMISSIONER KELLEY SECONDED, AMENDMENT TO RESOLUTION DELETING REFERENCE TO THE OFFICE OF EMERGENCY MEDICAL SERVICES. AT THE SUGGESTION OF COUNTY COUNSEL JACQUELYN WEBER, COMMISSIONER NAITO MOVED AND COMMISSIONER KELLEY SECONDED, TO AMEND THEIR PREVIOUS AMENDMENT AND TO AMEND THE RESOLUTION AND LEASE AGREEMENT DELETING REFERENCES TO THE OFFICE OF EMERGENCY MEDICAL SERVICES AND SUBSTITUTING THE HEALTH DEPARTMENT. RESOLUTION 99-151 AUTHORIZING EXECUTION OF AN AGREEMENT FOR LEASE OF CERTAIN REAL PROPERTY FOR OFFICE SPACE FOR THE MULTNOMAH COUNTY DEPARTMENT OF HEALTH UNANIMOUSLY APPROVED.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-5 ORDER Approving Award of a Contract for the Integrated Enterprise System to Deloitte Consulting/SAP

**COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL**

**OF R-5. FRANNA HATHAWAY AND VICKIE GATES EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. ORDER 99-152 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-6 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the Requirements of Findings for Quasi-Judicial and Legislative Approvals

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 933 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

R-7 1999 Legislative Agenda Update and Opportunity for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues. Presented by Gina Mattioda and Susan Lee.

**GINA MATTIODA AND SUSAN LEE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING PUBLIC SAFETY, HUMAN RESOURCES, TRANSPORTATION, PERS, REVENUE MEASURES AND OTHER LEGISLATIVE ISSUES.**

*There being no further business, the meeting was adjourned at 10:40 a.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

**Deborah L. Bogstad**

Deborah L. Bogstad



## MULTNOMAH COUNTY, OREGON

### BOARD OF COMMISSIONERS

#### Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3308 FAX (503) 248-3093  
Email: mult.chair@co.multnomah.or.us

#### Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5220 FAX (503) 248-5440  
Email: diane.m.linn@co.multnomah.or.us

#### Serena Cruz, Commission Dist. 2

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Phone: (503) 248-5219 FAX (503) 248-5440  
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#### Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500  
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Phone: (503) 248-5217 FAX (503) 248-5262  
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#### Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5213 FAX (503) 248-5262  
Email: sharron.e.kelley@co.multnomah.or.us

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

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

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

### JULY 15, 1999

### BOARD MEETING

#### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 3	9:30 a.m. Thursday DCFS RESULTS Presentation
Pg 3	9:40 a.m. Thursday Resolution Approving Tualatin Valley Fire and Rescue Fire Code Ordinance
Pg 3	9:45 a.m. Resolution Authorizing Lease for Operation of Office of Emergency Medical Services
Pg 4	9:50 a.m. Thursday Awarding Integrated Enterprise System Contract
Pg 4	10:05 a.m. Thursday Legislative Agenda Update
★	<b>The August 26 &amp; September 2, 1999 Board Meetings are Cancelled</b>
★	<b>Check the County Web Site: <a href="http://www.co.multnomah.or.us/">http://www.co.multnomah.or.us/</a></b>

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community  
Television

Thursday, July 15, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

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

#### **NON-DEPARTMENTAL**

- C-1 Appointments of Dick Bogle, Cathi Millar, Martha Richards, Sharon Van Sickle and Reappointment of David Fuks to the REGIONAL ARTS AND CULTURE COUNCIL

#### **PUBLIC CONTRACT REVIEW BOARD**

- C-2 ORDER Exempting from the Formal Competitive RFP Process a Contract for the Purchase of Custodial Services from Everclean Maintenance Company Beyond the Three Year Contract Limitation
- C-3 ORDER Exempting from the Formal Competitive RFP Process a Contract for the Purchase of Custodial Services from Oregon Pacific Corporation Beyond the Three Year Contract Limitation

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

- C-4 RESOLUTION Approving Real Estate Purchase and Sale Agreement for the Sale of Certain Real Property to Pamela A. Rechel and Teresita M. Duffy
- C-5 RESOLUTION Approving Real Estate Purchase and Sale Agreement for the Sale of Certain Real Property to Gabriel Investment LLC

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-6 Renewal of Intergovernmental Revenue Agreement 0010101 with Casey Family Program, Funding Mental Health Services through the Children's Mental Health Partnership
- C-7 Intergovernmental Revenue Agreement 0010141 with Portland Public Schools to Purchase Services Including Alternative School at Mt. Scott Center for Learning, Child Care, Summer Camp and Health/Developmental Screening for Children

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#### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-12 Renewal/Amendment 1 to Intergovernmental Agreement 700029 with Portland School District No. 1 and Multnomah Education Service District, Providing Funding in Support of Turnaround School, Alternative Education Program for Youth

#### **REGULAR AGENDA**

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

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

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 9:30 AM**

- R-2 Results from RESULTS: Quality Standards for Case Managers Serving People with Developmental Disabilities. Presented by Nancy Hesselman and Others.

#### **NON-DEPARTMENTAL - 9:40 AM**

- R-3 RESOLUTION Approving Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District



**DEPARTMENT OF HEALTH - 9:45 AM**

- R-4 RESOLUTION Authorizing Execution of Agreement 0010863 for Lease of Certain Real Property for the Operation of the Office of Emergency Medical Services

**DEPARTMENT OF SUPPORT SERVICES - 9:50 AM**

- R-5 ORDER Approving Award of a Contract for the Integrated Enterprise System to Deloitte Consulting/SAP

**DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:00 AM**

- R-6 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the Requirements of Findings for Quasi-Judicial and Legislative Approvals

**NON-DEPARTMENTAL - 10:05 AM**

- R-7 1999 Legislative Agenda Update and Opportunity for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues. Presented by Gina Mattioda and Susan Lee.



SERENA CRUZ, Multnomah County Commissioner

District 2

## **MEMORANDUM**

TO: Chair Beverly Stein  
Commissioner Diane Linn  
Commissioner Lisa Naito  
Commissioner Sharron Kelley  
✓ Board Clerk Deb Bogstad

FROM: Beckie Lee  
Staff to Commissioner Serena Cruz

DATE: June 22, 1999

RE: Board Meeting Absences

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Commissioner Cruz will be unable to attend the Board meeting on Thursday, July 15, 1999, as she will be out of town.

COPIED BY  
COUNTY COMMISSIONER  
99 JUN 22 PM 2:28  
MULTNOMAH COUNTY  
OREGON



MEETING DATE: JUL 15 1999  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Appointments/Re-appointment to Regional Arts & Culture Council

BOARD BRIEFING:

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

REGULAR MEETING:

DATE REQUESTED: 7/15/99  
AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953  
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Appointments of Dick Bogle, Cathi Millar, Martha Richards, Sharon Van Sickle and re-appointment of David Fuks to the Regional Arts & Culture Council

**SIGNATURES REQUIRED:**

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

*Beverly Stein*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 30 AM 10:41  
MULTI-COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

MEETING DATE: JUL 15 1999  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL SERVICES CONTRACT WITH EVERCLEAN MAINTENANCE COMPANY FOR LIBRARIES/YEON BUILDINGS BEYOND THREE YEARS

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

REGULAR MEETING: DATE REQUESTED: July 15, 1999  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111 X22651  
BLDG/ROOM #: 421/1<sup>st</sup> floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

#### ACTION REQUESTED:


☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

PCRB Exemption request to extend the custodial services contract with Everclean Maintenance Company for Libraries/Yeon Buildings beyond three years

7/16/99 copies to Franna Hathaway

#### SIGNATURES REQUIRED:

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

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL - 7 PM 3:19  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Administrator  
Purchasing Section

TODAY'S DATE: July 6, 1999

REQUESTED PLACEMENT DATE: July 15, 1999

RE: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL  
SERVICES CONTRACT WITH EVERCLEAN MAINTENANCE  
COMPANY FOR LIBRARIES/YEON BUILDINGS BEYOND  
THREE YEARS

I. Recommendation/Action Requested:

The Environmental Services Department, Facilities and Property Management Division requests approval of an exemption to extend the custodial services contract with Everclean Maintenance Company for Libraries/Yeon Buildings beyond three years, from June 1, 1999 to August 31, 1999.

II. Background/Analysis:

The custodial services contract for Libraries/Yeon Buildings expired on June 1, 1999. The Facilities and Property Management Division is currently working on a Request for Proposal for custodial services, but the process was not started in a timely manner to ensure a smooth transition. In order to continue services under the provisions of the previous contract/specifications, it is necessary to extend the contract for three additional months beyond the termination date. It is anticipated that the new contract will be awarded and implemented by September 1, 1999.

III. Financial Impact:

The increased amount requested is \$144,000 for the extended period.

IV. Legal Issues:

PCRB Rule 10.060 sets the contract period for three years but also allows for the Board of County Commissioners to grant an exemption to this requirement as stated in PCRB Rule 10.140.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

A formal procurement process for custodial services will be followed.

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

TO: Franna Hathaway, Purchasing Section Administrator  
FROM: Robert Kieta, Facilities Management Contracts *RR*  
THROUGH: Larry Nicholas, Department of Environmental Services Director *Larry F. Nicholas/ms*  
RE: Custodial Contract Extension

DATE: July 1, 1999

301896

The custodial services contract for Libraries expired on June 1, 1999. I unfortunately was unable to begin the new procurement process in a timely manner to ensure a smooth transition. In order to continue services under the provisions of the previous contract/specifications, I am requesting the extension of Contract # 301896, Custodial Services for Libraries/Yeon buildings, for three additional months beyond the contract termination date. This contract is under the previous Wage and Benefit Criteria with all employees currently receiving total compensation of \$9. or greater. All new provisions of the Board of County Commissioner's Living Wage Resolution is included in the Request for Proposal that is currently being reviewed. I anticipate that the new contract will be awarded and implemented no later than September 1. The three month total cost will be \$144,000. This represents the current monthly cost as originally proposed.

I continue to make timely contract renewal and bidding a primary goal in my performance objectives. Increased work loads has created a temporary delay in the timely processing of two contracts.

Cc: Wayne George, F&PM Director  
Jan Thompson, Purchasing

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD  
**ORDER NO. 99-146**

Exempting from the Formal Competitive RFP Process a Contract for the Purchase of custodial services from Everclean Maintenance Company beyond the three year contract limitation.

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140, a request from the Department of Environmental Services, for an exemption from the formal competitive RFP process for a three month extension of it's contract with Everclean Maintenance Co. for custodial services to the Libraries and the Yeon Building for the approximate amount of \$144,000.
- b. As it appears in the application, the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that the current contract with Everclean Maintenance Co. expired on June 1, 1999 and a new contract for these services will not be implemented until approximately September 1, 1999 at the completion of the new RFP process.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140.

The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of the custodial services from Everclean Maintenance Co. be exempted from the requirements of a formal RFP process for a three month period.

APPROVED this 15th day of July, 1999.



BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW BOARD

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By John Thomas, Assistant County Counsel



MEETING DATE: JUL 15 1999  
AGENDA NO: C-3  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL SERVICES CONTRACT WITH OREGON PACIFIC CORPORATION FOR REDUCED SERVICE BUILDINGS BEYOND THREE YEARS

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

REGULAR MEETING: DATE REQUESTED: July 15, 1999  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111 X22651  
BLDG/ROOM #: 421/1<sup>st</sup> floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

#### ACTION REQUESTED:


☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

PCRB Exemption request to extend the custodial services contract with Oregon Pacific Corporation for reduced service buildings beyond three years

7/16/99 copies to Franna Hathaway

#### SIGNATURES REQUIRED:

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

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL - 7 PM 3:15  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Administrator  
Purchasing Section

TODAY'S DATE: July 6, 1999

REQUESTED PLACEMENT DATE: July 15, 1999

RE: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL  
SERVICES CONTRACT WITH OREGON PACIFIC  
CORPORATION FOR REDUCED SERVICE BUILDINGS  
BEYOND THREE YEARS

I. Recommendation/Action Requested:

The Environmental Services Department, Facilities and Property Management Division requests approval of an exemption to extend the custodial services contract with Oregon Pacific Corporation for reduced service buildings beyond three years, from April 4, 1999 to August 31, 1999.

II. Background/Analysis:

The custodial services contract for reduced service buildings expired on April 4, 1999. The Facilities and Property Management Division is currently working on a Request for Proposal for custodial services, but the process was not started in a timely manner to ensure a smooth transition. In order to continue services under the provisions of the previous contract/specifications, it is necessary to extend the contract for five additional months beyond the termination date. It is anticipated that the new contract will be awarded and implemented by September 1, 1999.

III. Financial Impact:

The increased amount requested is \$60,000 for the extended period.

IV. Legal Issues:

PCRB Rule 10.060 sets the contract period for three years but also allows for the Board of County Commissioners to grant an exemption to this requirement as stated in PCRB Rule 10.140.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

A formal procurement process for custodial services will be followed.

VII. Citizen Participation  
N/A

VIII. Other Government Participation:  
N/A



Franna  
ORIGINAL IS BEING RENTED

# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

TO: Franna Hathaway, Purchasing Section Administrator

FROM: Robert Kieta, Facilities Management Contracts

THROUGH: Larry Nicholas, Department of Environmental Services Director

RE: Custodial Contract # 301476 Extension Request

DATE: July 1, 1999

April 4

The custodial services contract for Reduced Service Buildings expired on June 1, 1999. I unfortunately was unable to begin the new procurement process in a timely manner to ensure a smooth transition. In order to continue services under the provisions of the previous contract/specifications, I am requesting the extension of Contract # 301476, Custodial Services for Reduced Service buildings, for five additional months beyond the contract termination date. This contract is not under the previous Wage and Benefit Criteria. Employees are currently receiving total compensation of approximately \$8. per hour. All new provisions of the Board of County Commissioner's Living Wage Resolution, including the \$9. minimum total compensation, is included in the Request for Proposal that is currently being reviewed. This Package has been restructured from a bid to an RFP with "The Multnomah Building" being added to the package as the main building. I anticipate that the new contract will be awarded and implemented no later than September 1. The five month total cost will be \$60,000. This represents the current monthly cost as originally bid.

I continue to make timely contract renewal and bidding a primary goal in my performance objectives. Increased work loads has created a temporary delay in the timely processing of two contracts.

Cc: Wayne George, F&PM Director  
Jan Thompson, Purchasing

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD  
**ORDER NO. 99-147**

Exempting from the Formal Competitive RFP Process a Contract for the Purchase of custodial services from Oregon Pacific Corporation beyond the three year contract limitation.

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140, a request from the Department of Environmental Services, for an exemption from the formal competitive RFP process for a five month extension of it's contract with Oregon Pacific Corporation for custodial services to the Reduced Service Buildings for the approximate amount of \$60,000.
- b. As it appears in the application, the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that the current contract with Oregon Pacific Corporation expired on April 4, 1999 and a new contract for these services will not be implemented until approximately September 1, 1999 at the completion of the new RFP process.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140.

The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of the custodial services from Oregon Pacific Corporation be exempted from the requirements of a formal RFP process for a five month period.

APPROVED this 15th day of July, 1999.



REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By John Thomas  
John Thomas, Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW BOARD

Beverly Stein  
Beverly Stein, Chair

MEETING DATE: JUL 15 1999

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Real Estate Purchase & Sale Agreement to Auction Purchaser.

BOARD BRIEFING:

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

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

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

REGULAR MEETING:

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calander

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of REAL ESTATE PURCHASE & SALE AGREEMENT to Auction Purchaser PAMELA A. RECHEL & TERESITA M. DUFFY. (purchased property at 6/14/99 auction, paid 20% down at time of sale, balance due September 13, 1999).

Real Estate Purchase & Sale Agreement and Board Order attached.

*7/16/99 ORIGINAL Agreement & copies of All to  
tax title*

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT  
MANAGER: \_\_\_\_\_

*ht Lou E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the

Board Clerk 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL - 1 11:53  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-148

Authorizing Real Estate Purchase & Sale Agreement for the Sale of Certain Real Property to PAMELA A. RECHEL and TERESITA M. DUFFY

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes
- b) After due notice and advertisement as by law provided, offered said property at public sale, and did receive from PAMELA A. RECHEL and TERESITA M. DUFFY, a bid for the sum of \$86,500.00 which said sum was the highest and best bid for said property; payable as follows: \$12,000.00 in cash upon the execution of this agreement, and the balance of \$74,500.00 to be paid in full on or by September 13, 1999.
- c) Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
- d) Said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Real Estate Purchase & Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners hereby enters into a Real Estate Purchase & Sale Agreement with PAMELA A. RECHEL and TERESITA M. DUFFY for the sale of the following described real property:

LOT 6, BLOCK 34, VERNON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon:

Approved this 15th day of July, 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

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

## REAL ESTATE PURCHASE AND SALE AGREEMENT

PAMELA A. RECHEL and TERESITA M. DUFFY, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

LOT 6, BLOCK 34, VERNON, a recorded subdivision in the County of Multnomah, and State of Oregon.

1. **Purchase Price and Terms of Payment:** The price shall be \$86,500.00, of which the sum of \$12,000.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of \$74,500.00 shall be paid in full on September 13, 1999 for completion of the purchase.
2. **Conveyance of Title:** Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.
3. **Right of Entry Prior to Closing:** Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify, hold harmless and defend Seller from all liens, costs and expenses including reasonable attorney fees and expert fees, arising from or relating to Purchaser's entry on or inspection of (including any environmental inspection or testing) the property; or any other work performed or allowed by Purchaser on the property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Purchase & Sale agreement.
4. **Property Sold "AS IS":** Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill or susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.
5. **Statutory Land Use Disclaimer:** The Property 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 and forest zones, may not authorize construction or siting of a residence and which limit 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 should check with the appropriate city or county planning department to verify approved uses and the existence of fire protection for structures.
6. **Closing Date:** This transaction shall close on or before September 13, 1999 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.
7. **Possession:** Upon closing of the purchase the Purchaser shall be entitled to possession.
8. **Legal Fees and Modifications To This Agreement:** In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.
9. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



10. **Integration:** This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.
11. **Remedies:** If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain \$1,000 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
13. **Time is of the Essence:** Time is of the essence of this Agreement.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

**Notices to Seller:**

Name: MULTNOMAH COUNTY  
TAX TITLE UNIT

Address: PO Box 2716  
Portland OR 97208

**Notices to Purchaser(s):**

PAMELA A. RECHEL  
TERESITA M. DUFFY  
2615 NE 20TH AVE  
PORTLAND OR 97212

**AGREED AND ACCEPTED:**

SELLER:  
MULTNOMAH COUNTY, OREGON

BY:   
Beverly Stein, Chair  
Board of Multnomah County Commissioners



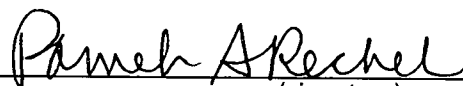
**REVIEWED**

Multnomah County Counsel

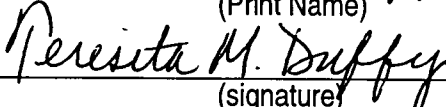
BY:   
Matthew O. Ryan, Assistant County Counsel

**AGREED AND ACCEPTED:**

PURCHASER: Pamela A Rechel  
(Print Name)

  
(signature)

PURCHASER: Teresita M. Duffy  
(Print Name)

  
(signature)



MEETING DATE: JUL 15 1999

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Real Estate Purchase & Sale Agreement to Auction Purchaser.

BOARD BRIEFING:

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

REGULAR MEETING:

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

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas

TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calander

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of REAL ESTATE PURCHASE & SALE AGREEMENT to Auction Purchaser GABRIEL INVESTMENT LLC. (purchased property at 6/14/99 auction, paid 20% down at time of sale, balance due September 13, 1999).

Real Estate Purchase & Sale Agreement and Board Order attached.

7/16/99 ORIGINAL AGREEMENT & COPIES OF ALL  
to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT  
MANAGER:

ht Larry F. Nicholas/no

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the

Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL - 7 PM 4:49  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-149

Authorizing Real Estate Purchase & Sale Agreement for the Sale of Certain Real Property to GABRIEL INVESTMENT LLC

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes
- b) After due notice and advertisement as by law provided, offered said property at public sale, and did receive from GABRIEL INVESTMENT LLC, a bid for the sum of \$140,000.00 which said sum was the highest and best bid for said property; payable as follows: \$13,770.00 in cash upon the execution of this agreement, and the balance of \$126,230.00 to be paid in full on or by September 13, 1999.
- c) Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
- d) Said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Real Estate Purchase & Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners hereby enters into a Real Estate Purchase & Sale Agreement with GABRIEL INVESTMENT LLC for the sale of the following described real property:

LOTS 1-4, BLOCK 1 EXCLUDING POINT IN STREET, LOT 1, BLOCK 1, PIEDMONT PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon:

Approved this 15th day of July, 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

## REAL ESTATE PURCHASE AND SALE AGREEMENT

GABRIEL INVESTMENT LLC, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

LOTS 1-4, BLOCK 1 EXCLUDING POINT IN STREET, LOT 1, BLOCK 1, PIEDMONT PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

1. **Purchase Price and Terms of Payment:** The price shall be \$140,000.00, of which the sum of \$13,770.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of \$126,230.00 shall be paid in full on September 13, 1999 for completion of the purchase.
2. **Conveyance of Title:** Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.
3. **Right of Entry Prior to Closing:** Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify and hold harmless and defend Seller from all liens, costs and expenses including reasonable attorney fees and expert fees, arising from or relating to Purchaser's entry on or inspection of (including any environmental inspection or testing) the property; or any other work performed or allowed by Purchaser on the property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Purchase & Sale agreement.
4. **Property Sold "AS IS":** Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.
5. **Statutory Land Use Disclaimer:** The Property 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 and forest zones, may not authorize construction or siting of a residence and which limit 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 should check with the appropriate city or county planning department to verify approved uses and the existence of fire protection for structures.
6. **Closing Date:** This transaction shall close on or before September 13, 1999 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.
7. **Possession:** Upon closing of the purchase the Purchaser shall be entitled to possession.
8. **Legal Fees and Modifications To This Agreement:** In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.
9. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Integration:** This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.
11. **Remedies:** If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain \$1,000 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
13. **Time is of the Essence:** Time is of the essence of this Agreement.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

**Notices to Seller:**

Name: **MULTNOMAH COUNTY  
TAX TITLE UNIT**  
Address: PO Box 2716  
Portland OR 97208

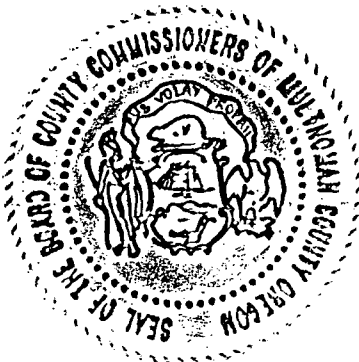
**Notices to Purchaser:**

Name: **GABRIEL INVESTMENT LLC**  
Address: 10250 SW NORTH DAKOTA ST  
TIGARD OR 97223

**AGREED AND ACCEPTED:**

SELLER: **MULTNOMAH COUNTY, OREGON**

BY: *Beverly Stein*  
Beverly Stein, Chair  
Multnomah County  
Board of Commissioners



**AGREED AND ACCEPTED:**

PURCHASER: *Gabriel Investment LLC*

(Print Name)

BY: *[Signature]*

(Signature)

**PASQUALE PASCUZZI**

(Print Signature)

TITLE: *Managing Member*

(If Applicable)

BY: \_\_\_\_\_

(Signature)

(Print Signature)

TITLE: \_\_\_\_\_

(If Applicable)

**REVIEWED**

Multnomah County Counsel

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

)

) SS

)

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

WILBORH Lynn Bogstad

# Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 15 1999

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of \$200,000 Revenue Agreement with the Casey Family Program to fund mental health services through the Children's Mental Health Partnership.**

**BOARD BRIEFING**

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

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

Amount of Time Needed: Consent

**REGULAR MEETING**

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

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

DEPARTMENT: Community and Family Services

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

CONTACT: Lorenzo Poe/Bill Thomas TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE**

**Revenue Agreement with Casey Family Program supporting the Children's Mental Health Partnership.**

7/16/99 ORIGINALS TO LYNN EVANS

**SIGNATURES REQUIRED:**

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

OR

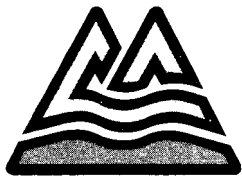
DEPARTMENT MANAGER: Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

10:10 AM  
JUL 15 1999  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Beverly Stein, Multnomah County Chair

FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Community and Family Services Division

DATE: June 25, 1999

SUBJECT: Revenue Contract with Casey Family Program

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends County Chair approval of the attached revenue agreement from the Casey Family Program, for the period July 1, 1999 through June 30, 2000.
- II. **Analysis:** The agreement pays for mental health services to children served through the Children's Mental Health Partnership and who are not served through Multnomah County CAAPCare. It will bring in \$200,000 which are included in the Department's budget. The revenue will match \$500,000 State and local County dollars allocated to a blended fund for PARTNERSHIP services for children and adolescents.
- III. **Background.** The program was implemented in FY 97-98 when a revenue agreement with Casey Family Program matched County dollars in the blended fund used to implement a Behavioral Health System of Care, which has operated under the name of the Children's Mental Health Partnership.

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

Contract #: 0010101

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

Amendment #: 0

<b>Class I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>Class II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>Class III</b> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>7/15/99</u>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b></p>
---	---	---

Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health</u>	Date: <u>June 29, 1999</u>
Originator: <u>Bill Thomas</u>	Phone: <u>22095</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Provides mental health services revenue for children served through the Children's Mental Health Partnership who are not eligible for Multnomah County CAAPCare.**

RENEWAL <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910325</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>Casey Family Program</b>	
Address <u>3910 SE Stark</u> <u>Portland, OR 97214</u>	Remittance Address _____ (If different)
Phone <u>239-9977</u>	Payment Schedule / Terms
Employer ID# or SS# <u>N/A</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>200,000</u>	
Total Amt. of Previous Amendments \$ _____	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <u>200,000</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u><i>Lorenzo Boe</i></u>	DATE <u>6/29/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Kathy Daulton</i></u>	DATE <u>7/1/99</u>
County Chair <u><i>Wally Stan</i></u>	DATE <u>7/15/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE 00286						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

## REVENUE AGREEMENT

THIS CONTRACT is between CASEY Family Program, **hereafter called CASEY**, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, **hereafter called COUNTY**

THE PARTIES AGREE:

- I. **DESCRIPTION OF SERVICES.** This agreement addresses mutual obligations of the parties to provide services to children and youth with mental health needs through a system of care model under the auspices of Multnomah County's Children's Mental Health Partnership, **hereafter called PARTNERSHIP.**

PARTNERSHIP consists of CASEY, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County's Department of Community and Family Services' Division of Behavioral Health, Multnomah County Department of Community Justice, Portland Public Schools, the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of PARTNERSHIP (Attachment A).

PARTNERSHIP will provide leadership in planning for, and delivering services to, children and youth with mental health needs and their families using a system of care model. A primary aim of PARTNERSHIP is to implement and provide a system of care that provides appropriate services to all children, youth, and families meeting criteria for service and accepted by the PARTNERSHIP, regardless of family circumstances or insurance status.

PARTNERSHIP's goals and strategies are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children youth with mental health needs who live in Multnomah County, and their families, by:
  - a) identifying unmet needs, gaps, and areas for improvement in the local system of care for delivery of services to children and youth with mental health needs and their families;
  - b) advocating for funding, public policies, and agency practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk for needing services and to serving children and youth with the highest mental health needs in our community, and their families.
- 2) Effectively align the systems of care for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk for needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
- a) interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to, cost of, and quality in the delivery of services to children and youth and their families;
  - b) coordination of funding streams, staffing and other resources among service systems to ensure coordination of care to all clients served, regardless of financial status or funding source, and to reduce duplication of services; and
  - c) integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and to their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by PARTNERSHIP members, by:
- a) providing intensive case management and "wrap-around" services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) filling gaps in the local system of care for children and youth with mental health needs and their families; and
  - c) leveraging these funds to; 1) achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families; and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community, and their families.

In addition, PARTNERSHIP has identified these developmental objectives for 1998-99:

- 1) Engage other appropriate partner agencies with an interest in aligning services for children and youth with mental health needs and in seeking additional public and private funding for service system reform and alignment (e.g. drug and alcohol, health care, inpatient services, and residential treatment).
- 2) Explore opportunities to further align and integrate the service system for children and youth with the highest mental health needs in our community, including exploration of opportunities for partnerships with providers of residential treatment services, in order to achieve better service delivery systems, cost containment, and performance-based contracts.
- 3) Evaluate the effectiveness of the system of care, including the provision of ongoing information to Partner agencies and the establishment of systems for regular collection of evaluative information (e.g. on outcome and satisfaction).

PARTNERSHIP will be evaluated on its success in strengthening community-based services available to children and youth with mental health needs and their families in order to: a) maximize the potential for serving more children in the least restrictive setting (home, neighborhood, school, community), b) serve more children in need, and c) improve outcomes for children and families.

#### A. COUNTY Service Responsibilities

In fulfillment of its service responsibilities under this Agreement, COUNTY shall:

- 1) Assist in identifying children eligible for PARTNERSHIP funded services.  
Eligible children are those who are:
  - a) under age 21;
  - b) determined not to be eligible for services funded through the Oregon Health Plan (OHP) and for whom no other reasonable source of funds exists to pay for the resources they need;
  - c) Portland Public Schools, Gresham-Barlow School District, or Centennial School District students under state requirements, except as indicated in eligibility criteria for PARTNERSHIP services;
  - d) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and,
  - e) eligible under other criteria as may be established by PARTNERSHIP's Board.
- 2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives from participating agencies.

- 3) Evaluate and as appropriate accept referrals for case management services for OHP eligible children and youth referred by CASEY case managers. As appropriate, provide case management services as outlined in 4)-6) below.
- 4) Through the use of an inter-agency service planning team, develop a plan of care based on individual treatment and service needs.
- 5) Arrange, authorize, and coordinate services based on each child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY or a participating PARTNERSHIP agency.
- 6) Pursuant to 3 and 4 above, pay, when appropriate, for mental health rehabilitative services provided as part of the plan of care. Services provided shall include traditional behavioral health rehabilitative services as well as non-traditional flexible wrap-around services. Services may include but are not limited to: evaluation, therapeutic school, supported classroom, stabilization classroom, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Educational services that are not related to mental health, substance abuse treatment, and residential and inpatient treatments are excluded from the scope of this Agreement.
- 7) COUNTY acknowledges and agrees that nothing in this Agreement shall operate to limit CASEY's physical custody and day-to-day planning responsibilities with respect to CASEY children served under this Agreement. COUNTY acknowledges and agrees that CASEY must agree to any plan of care developed for a CASEY child who is served under this Agreement and CASEY may, in its sole discretion, withdraw a child from services under this Agreement if CASEY disagrees with the proposed plan of care or otherwise deems such withdrawal appropriate.

#### B. COUNTY Administrative Responsibilities

In fulfillment of its administrative responsibilities, COUNTY shall:

- 1) Manage the blended pool of funds under the direction of PARTNERSHIP Board.
- 2) Collect and provide to Partner agencies data to:
  - a) identify clients served by that agency;
  - b) provide relevant demographic and other information on clients served;
  - c) provide reports on services and cost of services provided to clients served by that agency;
  - d) enable the agency to assess the costs and benefits of the model of care as part of the overall goals of the agency; and

- e) provide other evaluative reports and information requested by PARTNERSHIP agencies.
- 3) Provide monthly fiscal and quarterly service reports on funds expended and services provided through the blended funds pool.
- 4) Beginning July 1, 1999, employ a 1.0 full-time- equivalent position as a Coordinator for PARTNERSHIP. This Coordinator will be supervised directly by the Manager of Managed Care Programs of the Division of Behavioral Health of the Department of Community & Family Services.

Within the limits of available time, the Coordinator will:

- a) staff PARTNERSHIP Board as an inter-agency collaboration and service system integration project;
  - b) staff the Board's Executive Finance & Evaluation and Service Integration committees and such ad hoc committees as may be established by the Board; and
  - c) exercise day-to-day operational responsibility for coordinating management of PARTNERSHIP blended funds; and
  - d) perform other duties as are identified by PARTNERSHIP Board for achieving the goals and objectives of PARTNERSHIP.
- 5) Work with PARTNERSHIP agencies to improve and upgrade information collection and develop and implement process and outcome measures.
  - 6) Provide fiscal analysis and reporting, and devote technical and analytic services and staff to maintain and further develop an overall information system for financial, service, and other evaluative reports for PARTNERSHIP.
  - 7) Manage implementation of an evaluation design paid for with designated PARTNERSHIP funds under the direction of PARTNERSHIP Board.

C. Liability and insurance

- 1) COUNTY agrees to defend, indemnify and hold CASEY, its representatives, officials and employees harmless from any and all claims, demands, losses and liabilities resulting from or connected with services performed or to be performed under this Agreement by COUNTY, its agents or employees that is caused by or results from the negligence of COUNTY.
- 2) CASEY agrees to defend, indemnify and hold COUNTY, its agents and employees harmless from any and all claims, demands, losses and liabilities resulting from or connected with services performed or to be performed under this Agreement by COUNTY, its agents or employees that is caused by or results from the negligence of CASEY.

- 3) COUNTY shall provide the following insurance:
  - a) commercial general liability insurance with limits of \$1,000,000/2,000,000 aggregate and \$50,000 property damage;
  - b) professional liability insurance with limits of \$1,000,000 if professional services are to be provided; and
  - c) commercial auto insurance of \$1,000,000 if vehicles are to be used.
- 4) All policies with the exception of professional liability insurance shall name CASEY as additional insured. In the event COUNTY is self-insured, COUNTY shall issue a letter to CASEY indicating COUNTY is self-insured and that COUNTY will respond to any claims that arise under this Agreement.

**D. CASEY Responsibilities**

- 1) At least one appointed representative of CASEY will participate as a member of PARTNERSHIP Board, and a representative of CASEY will participate in all meetings of the Board's Finance & Evaluation Committee.
- 2) CASEY will participate as an active member in PARTNERSHIP model of care, including provision of a dedicated care manager as appropriate, active participation in the development of plans of care, and integrating sources of funding and services.
- 3) CASEY will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
- 4) CASEY will actively plan for and implement data gathering and evaluation measures as jointly agreed by PARTNERSHIP.

**II. COMPENSATION.**

- A. CASEY agrees to pay COUNTY a total sum of \$200,000 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended funds (Attachment B) or otherwise as directed by PARTNERSHIP's Board.
- B. Any unexpended funds from this contract shall be carried over to the 2000-2001 fiscal year for expenditure on designated purposes as directed by the PARTNERSHIP Board.

**III. TERM.** The term of this Agreement shall be from July 1, 1999 through June 30, 2000, unless sooner terminated under the provisions hereof.

**IV. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, and Attachment B.



V. **SIGNATURES.**

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

MULTNOMAH COUNTY, OREGON

**CASEY FAMILY PROGRAM**

BY *Lolene Poe* 6/29/99  
Director Dept. of Community Date  
& Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY *Beverly Stein* 7/15/99  
Beverly Stein, Chair Date  
Board of County Commissioners

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
Title

REVIEWED:  
THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY *Katie Gaetjens* 7/15/99  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CHILDREN'S MENTAL HEALTH PARTNERSHIP  
VISION, VALUES, MISSION, GOALS, STRATEGIES AND COLLABORATION  
REVISED ON JUNE 9, 1999**

**VISION**

A community which meets the mental health needs of all children and youth through collaborative, family centered and individualized services.

**VALUES**

We value services that are:

- \* Collaborative in coordinating resources and integrating delivery of services among systems
- \* Community-based
- \* Comprehensive
- \* Culturally appropriate
- \* Family centered in recognizing parents as full partners in planning and decision making
- \* Individualized to address the unique needs of the individual child or youth and family
- \* Protective of the rights and safety of children and youth
- \* Provided in the least restrictive setting
- \* Sensitive to transition issues

**MISSION**

The mission of the Multnomah County Children's Mental Health Partnership is to develop a **coalition of public and private funding organizations and family advocacy groups** from child welfare, education, health, juvenile justice and mental health that are committed to a vision of collaborative, family centered and individualized services for children and youth with mental health needs and their families. The Partnership shares beliefs in common that accomplishing this vision will require: interagency **collaboration** to more effectively align child welfare, education, health, juvenile justice and mental health systems of care; **coordination of funding streams, staffing and other resources** among service systems; and **integration in the delivery of prevention and intervention services** provided to children and youth with mental health needs and their families.

**GOALS AND STRATEGIES**

The goals and strategies of the Children's Mental Health Partnership are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, through:
  - a) Identifying unmet needs, gaps in the local system of care and areas for improvement in the delivery or provision of services to children and youth with mental health needs and their families;
  - b) Advocating for funding, public policies and organizational practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) Supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk of needing services, and to serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the service systems for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
  - a) Interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to services, cost of services and quality in the delivery of services to children and youth and their families;
  - b) Coordination of funding streams, staffing and other resources among service systems; and
  - c) Integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by Partnership members, through:
  - a) Providing intensive case management and wraparound services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) Filling gaps in the local system of care for children and youth who have mental health needs and their families; and
  - c) Leveraging these funds 1) to achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth with mental health needs who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community and their families.

## **COLLABORATION**

Collaborative decisions for the Children's Mental Health Partnership will be made through a Partnership Board. Compliance with Board decisions will be voluntary, but will be encouraged.

The Partnership Board will consist of representatives of those public and private funding organizations and family advocacy groups from child welfare, education, health, juvenile justice and mental health which are in agreement with the vision, values and mission of the Partnership.

The Partnership Board will operate under the sponsorship and with the support of the Local Mental Health Authority for Multnomah County.

The Partnership Board will be sanctioned by its members to carry out the identified goals and strategies of the Children's Mental Health Partnership.

The Partnership Board will determine its by-laws, membership criteria and operating procedures, and will elect its own officers.

The Partnership Board will elect a Chair who will act as the spokesperson for the Board.

The Partnership Board will have no less than three subcommittees:

- A Service Integration Committee which is charged with implementation of Goal 2;

- A Finance and Evaluation Committee which is charged with implementation of Goal 3;

- An Executive Committee which will include the Board Chair and the Chairs of the other subcommittees, and which will plan meeting agendas;

- And other ad hoc and on-going subcommittees as may be established by the Board.

Decision-making will be by consensus whenever possible, otherwise by a vote of member organizations.

## **ATTACHMENT B**

### **CHILDREN'S MENTAL HEALTH PARTNERSHIP CRITERIA FOR USE OF BLENDED FUNDS**

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into Children's Mental Health Partnership, the following criteria will be met.

1. The child will meet eligibility for Level II (See CAAPCARE Level II criteria).
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families with private insurance who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the PARTNERSHIP Board on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of CENTENNIAL SCHOOL DISTRICT, GRESHAM-BARLOW SCHOOL DISTRICT #10JT, or PORTLAND PUBLIC SCHOOL DISTRICT; participating funding agencies may make exceptions to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the CENTENNIAL, GRESHAM-BARLOW or PORTLAND PUBLIC boundaries; contributions by receiving School Districts will be accepted.

MEETING DATE: JUL 15 1999

AGENDA NO: C-7

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Expenditure Agreement with Portland Public Schools to purchase services including: a) alternative school (Mt. Scott Center for Learning), b) childcare, c) summer camp, and health/developmental screening for children. Total contract funding is \$243,111.

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: Next Available

Amount of Time Needed: Consent

**DEPARTMENT:** Community and Family Services

**DIVISION:** Community Programs and Partnerships

**CONTACT:** Lorenzo Poe/Mary Li

**TELEPHONE:** 248-3691

**BLDG/ROOM:** 166/7

**PERSON(S) MAKING PRESENTATION:** Consent

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental Agreement With Portland Public Schools Purchasing Services For Children

**SIGNATURES REQUIRED:**

7/16/99 originals to Patty Doyle

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

OR

**DEPARTMENT MANAGER:** Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL -6 PM 4:52  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
OFFICE OF THE DIRECTOR  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379 TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 14, 1999

SUBJECT: Fiscal Year 1999-00 Intergovernmental Agreement with Portland Public Schools

**I. Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioners approval of the attached Intergovernmental Agreement with the Portland Public Schools for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department is contracting with Portland Public Schools to purchase:

- a) Health and developmental screening for young children (SKIP Program),
- b) TLC/TNT summer camps,
- c) Alternative school services located at Mt. Scott Learning Center, and
- d) Child care.

Historically this contract included Touchstone services. As a result of negotiations with Portland Public Schools, these services are now provided directly through the Division of Community Programs and Partnerships.

**III. Financial Impact:** This contract is for \$243,111.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** Services provided under this contract directly address the County Benchmarks:

- a) Reduce crime,
- b) Reduce the number of children in poverty, and
- c) Increase high school completion.

**VII. Citizen Participation:** Services provided under this contract are funded by County General Fund administered under the Division of Community Programs and Partnerships. Citizens are involved in Division program planning through participation in the Multnomah Commission on Children, Family and Community.

**VIII. Other Government Participation:** This is a collaborative effort between Portland Public Schools and Multnomah County.

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

Contract #: **0010141**

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

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

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-7 DATE 7/15/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnerships</u>	Date: <u>June 7, 1999</u>
Originator: <u>Wendy Lebow</u>	Phone: <u>X 26233</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Patty Doyle</u>	Phone: <u>X 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: **This contract purchases services including: a) alternative school (Mt. Scott), b) child care, c) summer camp, and d) health/development screening for children.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): _____
REP/BID: <u>N/A</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	ORS/IAR #: _____

Contractor <u>Portland Public Schools</u> Address <u>501 N Dixon</u> <u>Portland, OR 97227-1871</u> Phone <u>(503) 916-2000</u> Employer ID# or SS# <u>93-6000830</u> Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ <u>243,111</u> Total Amt of Previous Amendments \$ <u>-0-</u> Amount of Amendment \$ <u>-0-</u> Total Amount of Agreement \$ <u>243,111</u>	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**REQUIRED SIGNATURES**

Department Manager <u><i>Lolanga Poe</i></u>	DATE <u>6/30/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Smith</i></u>	DATE <u>7/6/99</u>
County Chair <u><i>Kevin Allen</i></u>	DATE <u>7/15/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

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



COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : PORTLAND PUBLIC SCHOOLS  
 Vendor Code : GV5555A

Page 1 of 1  
 6/7/99

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010141

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQ'TS ESTIMATE
01	156	010	1162	Y01X	6060	9999L <input type="text"/>	County General Fund CYF Alternative Schools	\$55,318.00		\$55,318.00	
04	156	010	1163	Y03H	6060	9999L <input type="text"/>	County General Fund CYF Health/Development Screening	\$35,348.00		\$35,348.00	
06	156	010	1162	Y03X	6060	9303S <input type="text"/>	CYFP-Great Start CYF Child Care	\$10,041.00		\$10,041.00	
02	156	010	1162	Y03X	6060	9999L <input type="text"/>	County General Fund CYF Child Care	\$132,322.00		\$132,322.00	
05	156	010	1162	Y95X	6060	9999L <input type="text"/>	County General Fund CYF Summer Camps	\$10,082.00		\$10,082.00	
TOTAL								\$243,111.00	\$0.00	\$243,111.00	\$0.00

## INTERGOVERNMENTAL AGREEMENT

#0010141

THIS CONTRACT is between **MULTNOMAH COUNTY**, acting by and through its Department of Community and Family Services, Division of Community Programs and Partnerships, hereafter called COUNTY, and,

**Portland Public Schools**  
501 N. Dixon  
Portland, OR 97227-1871  
(503) 249-2000

hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

- a. Health Development Screening (SKIP Program),
- b. Alternative School Services , Mt. Scott Learning Center,
- c. Youth Summer Camp (TLC/TNT), and
- d. Child care services.

**II. OUTCOMES:**

Community Programs and Partnerships	Outcome	Target # or % (Source)
SKIP Program	<ul style="list-style-type: none"><li>Children will receive free health and developmental screening and assessments.</li></ul>	350 Children (Narrative Report)
Summer Camps	<ul style="list-style-type: none"><li>% of participants with 100% camp attendance</li><li>% of participants involved in at least one TLC/TNT activity</li></ul>	80% (Narrative Report) 65% (Narrative Report)
Teen Childcare	<ul style="list-style-type: none"><li>% of participants will have increased school attendance</li></ul>	75% (Attendance Records)
Mt. Scott Alternative School	<ul style="list-style-type: none"><li>% of collective attendance rate for students who remain in school at least two months</li></ul> <p><b>Students who remain at least two months will:</b></p> <ul style="list-style-type: none"><li>Transition to a mainstream school or another alternative school</li><li>Advance one grade level and be attending school the next year</li><li>Enroll and attend a high school program</li></ul>	75% (INFOS)  75% (INFOS) 75% (INFOS) 75% (INFOS)

**III. COMPENSATION:** CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Description of Services of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

The maximum payment under this Contract, including expenses, is **\$243,111**.

a. **Payment Terms and Reports: All Contracts**

An Annual Budget (see example in Exhibit 6C) is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%.

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup>. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

4) Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**b. Payment Terms and Reports: Fee for Service**

1) COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR in the standard DCFS format (see sample format, Exhibit. 5). At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

2) Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

**c. Payment Terms and Reports: Cost Reimbursement**

1) Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports (see samples in Exhibits 6A & 6B). CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY

agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

3) Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

4) Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

IV. **TERM.** The CONTRACTOR'S services will begin on July 1, 1999, and terminate when completed but no later than June 30, 2000.

V. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, Exhibit 2, Exhibit 4, Exhibit 5, Exhibit 6A, Exhibit 6B, and Exhibit 6C.

VI. **SIGNATURES**

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

MULTNOMAH COUNTY, OREGON

PORTLAND PUBLIC SCHOOLS

BY Lorenzo Poe 6/30/99  
Director, Dept of Community & Family Svcs Date

BY \_\_\_\_\_  
Signature Date

BY Beverly Stein 7/15/99  
Beverly Stein, Multnomah County Chair Date

\_\_\_\_\_  
Name, (please print)

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

\_\_\_\_\_  
Title

By Katie Gaetjens 7/6/99  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CONTRACT NO. 0010141**  
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between **Multnomah County**, herein "COUNTY", and **Portland Public Schools**, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.
6. **WORKERS' COMPENSATION INSURANCE**
  - A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.
  - B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.
7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.
8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**

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

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

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

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

11. **FINAL PAYMENT**

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

6/26/99

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : PORTLAND PUBLIC SCHOOLS	Vendor Code: GV5555A
Contractor Address : RESEARCH & EVALUATION DEPT. PO BOX 3107 PORTLAND OR 97208-3107	
Telephone : 249-2000	Fiscal Year : 99/00
Federal ID # : 93-6000830	

**Program Office Name : Prevention**

*Service Element Name : CYF Alternative Schools (Y01X); Mt. Scott Center for Learning*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Cost Reimbursement				\$55,318.00
Total								\$55,318.00

*Service Element Name : CYF Child Care (Y03X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Fee for Service	8.50	Slot	1,209.03	\$10,041.00
0	7/1/99	6/30/00	Per Invoice	Fee for Service	109.25	Slot	1,209.03	\$132,322.00
Total								\$142,363.00

*Service Element Name : CYF Summer Camps (Y95X); TLC/TNT Summer Camp*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Fee for Service	6.00	Camp - 1 Week	1,680.00	\$10,082.00
Total								\$10,082.00

**Program Office Name : Early Childhood Care & Education**

*Service Element Name : CYF Health/Development Screening (Y03H); SKIP Program*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Fee for Service	8.00	Screening	4,418.50	\$35,348.00
Total								\$35,348.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010141

EXHIBIT 2 - INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☐ Required by County ☐ Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This insurance must include contractual liability coverage.

☐ Required by County ☐ Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☐ Required by County ☐ Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: \_\_\_\_\_  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.



SERVICE CONTRACT NO. 0010141

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010141

EXHIBIT 5 - INVOICE

Invoice Number:

Invoice Date:

Organization Name:

Preparer of Invoice: \_\_\_\_\_

Street or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# Units	Activity Code	Date(s) of Service	Type or Description of Service	Unit Rate	Total

Grand Total

I hereby certify that I am authorized to prepare this invoice on behalf of \_\_\_\_\_  
 \_\_\_\_\_ (organization name). I further certify that  
 the information provided on this invoice is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For Multnomah County Use Only: DCFS Program Approval to Pay:

Signature: \_\_\_\_\_

Interoffice Address: \_\_\_\_\_

Phone Extension: \_\_\_\_\_

### EXHIBIT 6A - MONTHLY EXPENDITURE REPORT

Page \_\_\_\_ of \_\_\_\_

**Address:** \_\_\_\_\_

\\CFSD-FS3\VOL2\ADMIN\CEU\CONTRACT.00\ppstntig.doc

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES**

SERVICE CONTRACT No. 0010141

**EXHIBIT 6B - QUARTERLY BUDGET COMPARISON REPORT**

For Quarter Ended \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	YTD BUDGET	YTD ACTUALS	VARIANCE (Favorable) Unfavorable
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
Other State Funds: _____	_____	_____	_____
Federal Funds: _____	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
<b>Personnel</b>			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
<b>Services and Supplies</b>			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>			

**EXCESS OF REVENUE OVER EXPENSE**

I certify that I am the Official Disbursing Officer of \_\_\_\_\_, and that this Statement of revenues and expenditures for the period \_\_\_\_\_ through \_\_\_\_\_ is true and correct to the best of my knowledge.

Authorized Organization Signature: \_\_\_\_\_

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

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES**

**SERVICE CONTRACT No. 0010141**

**EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET**

For FY July \_\_\_\_\_ through June \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**Activity Code:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

	<b>Activity Code</b>	<b>Activity Code</b>	<b>Activity Code</b>
--	----------------------	----------------------	----------------------

**REVENUE**

This Contract

State

County General Fund

Local 2145

Title XIX

Other: \_\_\_\_\_

Other State Funds: \_\_\_\_\_

Federal Funds: \_\_\_\_\_

Client Fees

Third Party Payments

Contributions

United Way

Other: \_\_\_\_\_

**TOTAL REVENUE**

**EXPENDITURES**

**Personnel**

Salaries & Wages

Taxes & Benefits

**Total Personnel**

**Services and Supplies**

Communications

Professional Services

Depreciation

Education & Training

Equipment Rental

Indirect Expenses

Insurance

Occupancy

Office Supplies

Postage

Printing

Other: \_\_\_\_\_

**Total Services & Supplies**

**TOTAL EXPENDITURES**

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION: \$ \_\_\_\_\_**

Required for determination of Annual Audit Requirements

**Authorized Organization Signature:** \_\_\_\_\_

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

MEETING DATE: JUL 15 1999

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of \$100,000 Revenue Agreement with the Gresham-Barlow School District to fund mental health services through the Children's Mental Health Partnership.**

**BOARD BRIEFING**

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

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

Amount of Time Needed: Consent

**REGULAR MEETING**

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

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

DEPARTMENT: Community and Family Services

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

CONTACT: Lorenzo Poe/Bill Thomas TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Revenue Agreement with Gresham-Barlow School District supporting the Children's Mental Health Partnership.**

*7/16/99 originals to Lynn Ervins*

**SIGNATURES REQUIRED:**

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

*Lorenzo Poe ms*

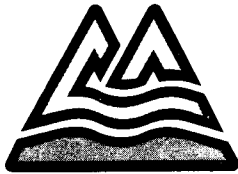
OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
99 JUL -1 AM 11:28



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 25, 1999

SUBJECT: Intergovernmental Revenue Agreement between Department of Community and Family Services and Gresham-Barlow School District

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement with Gresham-Barlow School District, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is entering into a revenue agreement with Gresham-Barlow School District. The Agreement pays for mental health services to high-risk children served through the Children's Mental Health Partnership. The Partnership members consist of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham Barlow School District, Portland Public School District, Multnomah County Department of Community Justice, and the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of the PARTNERSHIP.

**III. Financial Impact:** The Agreement adds \$100,000 for the period July 1, 1999 through June 30, 2000. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** The agreement represents an ongoing intergovernmental, cooperative project to support families.

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

Contract #: **0010284**

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

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-8 DATE 7/15/99</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>

Department:	<u>Community and Family Services</u>	Division:	<u>Behavioral Health</u>	Date:	<u>June 29, 1999</u>
Originator:	<u>Bill Thomas</u>	Phone:	<u>22095</u>	Bldg/Rm:	<u>166/5</u>
Contact:	<u>Lynn Ervins</u>	Phone:	<u>26644</u>	Bldg/Rm:	<u>166/7</u>

Description of Contract **Provides mental health services revenue for children served by the Children's Mental Health Partnership who are not eligible for Multnomah County CAAPCare.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S):	<u>9910399</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE:	
EXEMPTION #/DATE:	EXEMPTION EXPIRATION DATE:	ORS/AR #:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor	<u>Gresham-Barlow School District</u>		
Address	<u>1331 NW Eastman Parkway</u>	Remittance Address	
	<u>Gresham, OR 97030</u>	(If different)	
Phone	<u>618-2450</u>	Payment Schedule / Terms	
Employer ID# or SS#	<u>93-600831</u>	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	<u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	<u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other
Original Contract Amount \$	<u>100,000</u>		
Total Amt of Previous Amendments \$		<input type="checkbox"/> Requirements \$	
Amount of Amendment \$			
Total Amount of Agreement \$	<u>100,000</u>	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager	<u><i>Lorenzo Paez</i></u>	DATE	<u>6/29/99</u>
Purchasing Manager	<u><i>Katie Gault</i></u>	DATE	
County Counsel	<u><i>Katie Gault</i></u>	DATE	<u>7/1/99</u>
County Chair	<u><i>William Paez</i></u>	DATE	<u>7/15/99</u>
Sheriff		DATE	
Contract Administration		DATE	

LGFS VENDOR CODE 627454A						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											



## **REVENUE AGREEMENT**

THIS CONTRACT is between Gresham-Barlow School District, **hereafter called DISTRICT**, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, **hereafter called COUNTY**

### **THE PARTIES AGREE:**

- I. **DESCRIPTION OF SERVICES.** This agreement addresses mutual obligations of the parties to provide services to children and youth with mental health needs through a system of care model under the auspices of Multnomah County's Children's Mental Health Partnership, **hereafter called PARTNERSHIP.**

PARTNERSHIP consists of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County's Department of Community and Family Services' Division of Behavioral Health, Multnomah County Department of Community Justice, Portland Public Schools, the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of PARTNERSHIP (Attachment A).

PARTNERSHIP will provide leadership in planning for, and delivering services to, children and youth with mental health needs and their families using a system of care model. A primary aim of PARTNERSHIP is to implement and provide a system of care that provides appropriate services to all children, youth, and families meeting criteria for service and accepted by the PARTNERSHIP, regardless of family circumstances or insurance status.

PARTNERSHIP's goals and strategies are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, by:
  - a) identifying unmet needs, gaps, and areas for improvement in the local system of care for delivery of services to children and youth with mental health needs and their families;
  - b) advocating for funding, public policies, and agency practices which effectively respond to these unmet needs, service gaps and areas for improvement;
  - c) supporting innovative and integrated approaches to serving children and youth with mental health needs who are at risk of needing services and serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the systems of care for child welfare, education, health, juvenile justice and mental health services which are available to insured and uninsured children and youth

with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children, and youth with the highest mental health needs in our community and their families through:

- a) interagency collaboration and the use of managed care technologies across juvenile systems, to ensure appropriate access to, cost of, and quality in the delivery of services to children and youth and their families;
  - b) coordination of funding streams, staffing and other resources among service systems to ensure coordination of care to all clients served, regardless of financial status or funding source, and to reduce duplication of services; and
  - c) integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by PARTNERSHIP members, by:
- a) providing intensive case management and "wrap-around" services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) filling gaps in the local system of care for children and youth with mental health needs and their families; and
  - c) leveraging these funds to; 1) achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and; 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth who are at high risk of needing services as well as to children and youth with the highest mental health needs in our community.

In addition, PARTNERSHIP has identified these developmental objectives for 1999-2000:

- 1) Engage other appropriate partner agencies with an interest in aligning services for children and youth with mental health needs and seek additional public and private funding for service system reform and alignment (e.g. drug and alcohol, health care, inpatient services, and residential treatment).
- 2) Explore opportunities to further align and integrate the service system for high risk children and youth with the highest mental health needs in our community, including exploration of opportunities for partnerships with providers of residential treatment services, in order to achieve better service delivery systems, cost containment, and performance-based contracts.

- 3) Evaluate the effectiveness of the system of care, including the provision of ongoing information to Partner agencies and the establishment of systems for regular collection of evaluative information (e.g. on outcome and satisfaction).

PARTNERSHIP will be evaluated on its success in strengthening community-based services available to children and youth with mental health needs and their families in order to: a) maximize the potential for serving more children in the least restrictive setting (home, neighborhood, school, community), b) serve more children in need, and c) improve outcomes for children and families.

#### A. COUNTY Service Responsibilities

In fulfillment of its service responsibilities under this Agreement, COUNTY shall:

- 1) Assist in identifying children eligible for PARTNERSHIP fund services. Eligible children are those who are:
  - a) under age 21;
  - b) determined not to be eligible for services funded through the Oregon Health Plan (OHP) and for whom no other reasonable source of funds exists to pay for the resources they need;
  - c) Portland Public Schools, Gresham-Barlow School District, or Centennial School District students under state requirements, except as indicated in eligibility criteria for PARTNERSHIP services;
  - d) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and,
  - e) eligible under other criteria as may be established by PARTNERSHIP's Board.
- 2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives from participating agencies.
- 3) Through the use of an inter-agency service planning team, develop a plan of care-based on individual treatment and service needs.
- 4) Arrange, authorize, and coordinate services based on each child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY or a participating PARTNERSHIP agency.
- 5) Pursuant to 3 and 4 above, pay, when appropriate, for mental health rehabilitative services provided as part of the plan of care. Services provided shall include traditional behavioral health rehabilitative services as well as non-traditional flexible wrap-around services. Services may include but are not limited to: evaluation, therapeutic school, supported classroom, stabilization classroom, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Educational

services that are not related to mental health, substance abuse treatment and residential and inpatient treatments are excluded from the scope of this Agreement.

B. COUNTY Administrative Responsibilities

In fulfillment of its administrative responsibilities, COUNTY shall:

- 1) Manage the blended pool of funds under the direction of PARTNERSHIP Board.
- 2) Collect and provide to Partner agencies data to:
  - a) identify clients served by that agency;
  - b) provide relevant demographic and other information on clients served;
  - c) provide reports on services and cost of services provided to clients served by that agency;
  - d) enable the agency to assess the costs and benefits of the model of care as part of the overall goals of the agency; and
  - e) provide other evaluative reports and information requested by PARTNERSHIP agencies.
- 3) Provide monthly fiscal and quarterly service reports on funds expended and services provided through the blended funds pool.
- 4) Beginning July, 1999, employ a 1.0 full-time- equivalent position as a Coordinator for PARTNERSHIP. This Coordinator will be supervised directly by the Manager of Managed Care Programs of the Division of Behavioral Health of the Department of Community & Family Services.

Within the limits of available time, the Coordinator will:

- a) staff PARTNERSHIP Board as an inter-agency collaboration and service system integration project;
  - b) staff the Board's Executive, Finance & Evaluation and Service Integration committees and such ad hoc committees as may be established by the Board; and
  - c) exercise day-to-day operational responsibility for coordinating management of PARTNERSHIP blended funds; and
  - d) perform other duties as are identified by PARTNERSHIP Board for achieving the goals and objectives of PARTNERSHIP.
- 5) Work with PARTNERSHIP agencies to improve and upgrade information collection and develop and implement process and outcome measures.
  - 6) Provide fiscal analysis and reporting, and devote technical and analytic services and staff to maintain and further develop an overall information system for financial, service, and other evaluative reports for PARTNERSHIP.

- 7) Manage implementation of an evaluation design paid for with designated PARTNERSHIP funds under the direction of PARTNERSHIP Board.

**C. DISTRICT Responsibilities**

- 1) At least one appointed representative of the DISTRICT will participate as a member of PARTNERSHIP Board, and a representative of the DISTRICT will participate in all meetings of the Board's Finance & Evaluation Committee.
- 2) DISTRICT will participate as an active member in PARTNERSHIP model of care, including provision of a dedicated care manager as appropriate, active participation in the development of plans of care, and integrating sources of funding and services.
- 3) DISTRICT will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
- 4) DISTRICT will actively plan for and implement data gathering and evaluation measures as jointly agreed by PARTNERSHIP.

**II. COMPENSATION.**

- A. DISTRICT agrees to pay COUNTY a total sum of \$100,000 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended funds (Attachment B) or otherwise as directed by PARTNERSHIP's Board.
- B. Any unexpended funds from this contract shall be carried over to the 2000-2100 fiscal year for expenditure on designated purposes as directed by the PARTNERSHIP Board.

- III. TERM.** The term of this Agreement shall be from July 1, 1999 through June 30, 2000, unless sooner terminated under the provisions hereof.

- IV. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, and Attachment B.

V. SIGNATURES.

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

MULTNOMAH COUNTY, OREGON

GRESHAM-BARLOW SCHOOL DISTRICT

BY Lolenz Poems 6/29/99  
Director of Dept of Community & Date  
Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY Beverly Stein 7/15/99  
Beverly Stein, Chair Date  
Board of County Commissioners

\_\_\_\_\_  
(please print name)

\_\_\_\_\_  
Title

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY Katie Gaetjers 7/1/99  
Katie Gaetjers Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CHILDREN'S MENTAL HEALTH PARTNERSHIP  
VISION, VALUES, MISSION, GOALS, STRATEGIES AND COLLABORATION  
REVISED ON JUNE 9, 1999**

**VISION**

A community which meets the mental health needs of all children and youth through collaborative, family centered and individualized services.

**VALUES**

We value services that are:

- \* Collaborative in coordinating resources and integrating delivery of services among systems
- \* Community-based
- \* Comprehensive
- \* Culturally appropriate
- \* Family centered in recognizing parents as full partners in planning and decision making
- \* Individualized to address the unique needs of the individual child or youth and family
- \* Protective of the rights and safety of children and youth
- \* Provided in the least restrictive setting
- \* Sensitive to transition issues

**MISSION**

The mission of the Multnomah County Children's Mental Health Partnership is to develop a **coalition of public and private funding organizations and family advocacy groups** from child welfare, education, health, juvenile justice and mental health that are committed to a vision of collaborative, family centered and individualized services for children and youth with mental health needs and their families. The Partnership shares beliefs in common that accomplishing this vision will require: interagency **collaboration** to more effectively align child welfare, education, health, juvenile justice and mental health systems of care; **coordination of funding streams, staffing and other resources** among service systems; and **integration in the delivery of prevention and intervention services** provided to children and youth with mental health needs and their families.

**GOALS AND STRATEGIES**

The goals and strategies of the Children's Mental Health Partnership are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, through:
  - a) Identifying unmet needs, gaps in the local system of care and areas for improvement in the delivery or provision of services to children and youth with mental health needs and their families;
  - b) Advocating for funding, public policies and organizational practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) Supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk of needing services, and to serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the service systems for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
- a) Interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to services, cost of services and quality in the delivery of services to children and youth and their families;
  - b) Coordination of funding streams, staffing and other resources among service systems; and
  - c) Integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by Partnership members, through:
- a) Providing intensive case management and wraparound services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) Filling gaps in the local system of care for children and youth who have mental health needs and their families; and
  - c) Leveraging these funds 1) to achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth with mental health needs who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community and their families.

## **COLLABORATION**

Collaborative decisions for the Children's Mental Health Partnership will be made through a Partnership Board. Compliance with Board decisions will be voluntary, but will be encouraged.

The Partnership Board will consist of representatives of those public and private funding organizations and family advocacy groups from child welfare, education, health, juvenile justice and mental health which are in agreement with the vision, values and mission of the Partnership.



The Partnership Board will operate under the sponsorship and with the support of the Local Mental Health Authority for Multnomah County.

The Partnership Board will be sanctioned by its members to carry out the identified goals and strategies of the Children's Mental Health Partnership.

The Partnership Board will determine its by-laws, membership criteria and operating procedures, and will elect its own officers.

The Partnership Board will elect a Chair who will act as the spokesperson for the Board.

The Partnership Board will have no less than three subcommittees:

- A Service Integration Committee which is charged with implementation of Goal 2;

- A Finance and Evaluation Committee which is charged with implementation of Goal 3;

- An Executive Committee which will include the Board Chair and the Chairs of the other subcommittees, and which will plan meeting agendas;

- And other ad hoc and on-going subcommittees as may be established by the Board.

Decision-making will be by consensus whenever possible, otherwise by a vote of member organizations.

## **ATTACHMENT B**

### **CHILDREN'S MENTAL HEALTH PARTNERSHIP CRITERIA FOR USE OF BLENDED FUNDS**

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into Children's Mental Health Partnership, the following criteria will be met.

1. The child will meet eligibility for Level II (See CAAPCARE Level II criteria).
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families with private insurance who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the PARTNERSHIP Board on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of CENTENNIAL SCHOOL DISTRICT, GRESHAM-BARLOW SCHOOL DISTRICT #10JT, or PORTLAND PUBLIC SCHOOL DISTRICT; participating funding agencies may make exceptions to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the CENTENNIAL, GRESHAM-BARLOW or PORTLAND PUBLIC boundaries; contributions by receiving School Districts will be accepted.

MEETING DATE: JUL 15 1999  
AGENDA NO: C-9  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)  
**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of \$362,160 Revenue Agreement with the State Office for Services to Children and Families (SOSCF) to fund mental health services through the Children's Mental Health Partnership for the 1999 - 2001 biennium.**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: Consent

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/ Bill Thomas

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

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE**

**Revenue Agreement between State Office for Services to Children and Families and County Department of Community and Family Services supporting the Children's Mental Health Partnership.**

**SIGNATURES REQUIRED:**

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

OR

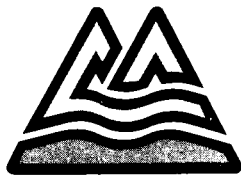
DEPARTMENT MANAGER: \_\_\_\_\_

*Lorenzo Poe mas*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

LEADER OF  
COUNTY COMMISSIONERS  
99 JUL - 1 AM 11:29  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 25, 1999

SUBJECT: Intergovernmental Revenue Agreement between Department of Community and Family Services and State of Oregon, Department of Human Services, State Office for Children and Families

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement with the State Office of Services to Children and Families upon execution through the end of the State's Biennium, June 30, 2001.

**II. Background/Analysis:** The Department of Community and Family Services is entering into a revenue agreement with the State Office of Services to Children and Families. The Agreement pays for mental health services to children served through the Children's Mental Health Partnership.

**III. Financial Impact:** The Agreement adds \$362,160 upon execution through June 30, 2001. One-half of the funds are included in the Department budget for 1999-2000.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

**VII. Citizen Participation:** n/a

**VIII. Other Government Participation:** The agreement represents an ongoing, intergovernmental, cooperative project to support families.

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

Contract #: **0010288**

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

Amendment #: **0**

<p align="center"><b>Class I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center"><b>Class II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center"><b>Class III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> <u>C-9</u> <b>DATE</b> <u>7/15/99</u></p> <p align="center"><b>DEB BOGSTAD</b> <b>BOARD CLERK</b></p>
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Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health</u>	Date: <u>June 29, 1999</u>
Originator: <u>Bill Thomas</u>	Phone: <u>22095</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Provides mental health services revenue for children served through the Children's Mental Health Partnership who are not eligible for Multnomah County CAAPCare.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910301</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>State Office for Services to Children &amp; Families</b> Address <u>529 SE Grand Avenue</u> <u>Portland, OR 97214-2276</u> Phone <u>781-3074</u> Employer ID# or SS# <u>93-0592161</u> Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2001</u> Original Contract Amount \$ <u>362,160</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>362,160</u>	Remittance Address _____ (If different) _____ Payment Schedule / Terms N/A <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**REQUIRED SIGNATURES**

Department Manager <u><i>Lorenzo Poe mbs</i></u>	DATE <u>6/29/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Smith</i></u>	DATE <u>7/1/99</u>
County Chair <u><i>Wally Stein</i></u>	DATE <u>7/15/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE 00279						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	395	010	1664			2301		9699		43,459	
02	395	010	1664			2301		9699		318,701	
03											

## REVENUE AGREEMENT

THIS CONTRACT is between State Office for Services to Children & Families, **hereafter called STATE**, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, **hereafter called COUNTY**

THE PARTIES AGREE:

- I. **DESCRIPTION OF SERVICES.** This agreement addresses mutual obligations of the parties to provide mental health services to high-risk children through a system of care model under the auspices of Multnomah County's Children's Mental Health Partnership, **hereafter called PARTNERSHIP.**

PARTNERSHIP consists of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County's Department of Community and Family Services' Division of Behavioral Health, Multnomah County Department of Community Justice, Portland Public Schools, the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of PARTNERSHIP (Attachment A).

PARTNERSHIP will provide leadership in planning for, and delivering services to, high-risk children and youth and their families using a system of care model. A primary aim of PARTNERSHIP is to implement and provide a system of care that provides appropriate services to all children, youth, and families meeting criteria for service and accepted by STATE, regardless of family circumstances or insurance status.

PARTNERSHIP's goals and strategies are to:

- 1) Provide collaborative leadership in efforts to reform the local system of mental health care for children and families who live in Multnomah County, by:
  - a) identifying unmet needs, gaps, and areas for improvement in the local system of delivery of mental health care services to children and families;
  - b) advocating for funding, public policies, and agency practices which effectively respond to these unmet needs, service gaps and areas for improvement;
  - c) supporting innovative and integrated approaches to serving "high end" children and those at high risk for needing mental health services, and their families.
- 2) Effectively align the systems of care for child welfare, education, health, juvenile justice and mental health services which are provided to insured and uninsured children who are at

high risk for needing mental health services, as well as services which are provided to insured and uninsured "high end" children, through:

- a) interagency collaboration and the use of managed care technologies across systems of care, to ensure appropriate access to, cost of, and quality in the delivery of services to children and families;
  - b) coordination of funding streams, staffing and other resources among service systems to ensure coordination of care to all clients served, regardless of financial status or funding source, and to reduce duplication of services; and
  - c) integration in the delivery of prevention and intervention services that are provided to children with needs for mental health services and to their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by PARTNERSHIP members, by:
- a) providing intensive case management and "wrap-around" services to uninsured and underinsured "high end" children who are involved with multiple agencies and who have the highest needs for mental health services in our community;
  - b) filling gaps in the system of care for children and families who need mental health services; and
  - c) leveraging these funds to achieve other cooperative efforts among service systems for reforming the local system of mental health care, and for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children at high risk of needing mental health services and their families, as well as to "high end" children and their families.

In addition, PARTNERSHIP has identified these developmental objectives for 1999-2001:

- 1) Engage other appropriate partner agencies providing services to, or with an interest in, aligning services for high-risk children and seeking additional public and private funding for service system reform and alignment (e.g. drug and alcohol, health care, inpatient services, and residential treatment).
- 2) Explore opportunities to further align and integrate the service system for high risk children and youth, including exploration of opportunities for partnerships with providers of residential treatment services, in order to achieve better service delivery systems, cost containment, and performance-based contracts.

- 3) Evaluate the effectiveness of the system of care, including the provision of ongoing information to Partner agencies and the establishment of systems for regular collection of evaluative information (e.g. on outcome and satisfaction).

PARTNERSHIP will be evaluated on its success in strengthening community-based mental health services available to children and their families in order to: a) maximize the potential for serving more children in the least restrictive setting (home, neighborhood, school, community), b) serve more children in need, and c) improve outcomes for children and families.

#### A. COUNTY Service Responsibilities

In fulfillment of its service responsibilities under this Agreement, COUNTY'S shall:

- 1) Assist in identifying children eligible for PARTNERSHIP services. Eligible children are those who are:
  - a) under age 21;
  - b) determined not to be eligible for services through the Oregon Health Plan (OHP) and for whom no other reasonable source of funds exists to pay for the resources they need;
  - c) Portland Public Schools, Gresham-Barlow School District, or Centennial School District students under state requirements, except as indicated in eligibility criteria for PARTNERSHIP services;
  - d) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and,
  - e) eligible under other criteria as may be established by PARTNERSHIP's Board.
- 2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives of each participating agency.
- 3) Through the use of an inter-agency service planning team, develop a plan of care-based on individual treatment and service needs.
- 4) Arrange, authorize, and coordinate services based on each child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY or a participating PARTNERSHIP agency.
- 5) Pursuant to 3 and 4 above, pay, when appropriate, for mental health rehabilitative services provided as part of the plan of care. Services provided shall include traditional behavioral health rehabilitative services as well as non-traditional flexible wrap-around services. Services may include but are not limited to: evaluation, day treatment, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Educational services that are not related to mental health, substance abuse treatment and residential and inpatient treatments are excluded from the scope of this Agreement.



B. COUNTY Administrative Responsibilities

In fulfillment of its administrative responsibilities, COUNTY shall:

- 1) Manage the blended pool of funds under the direction of PARTNERSHIP Board.
- 2) Collect and provide to Partner agencies data to:
  - a) identify clients served by that agency;
  - b) provide relevant demographic and other information on clients served;
  - c) provide reports on services and cost of services provided to clients served by that agency;
  - d) enable the agency to assess the costs and benefits of the model of care as part of the overall goals of the agency; and
  - e) provide other evaluative reports and information requested by PARTNERSHIP agencies.
- 3) Provide monthly fiscal and quarterly service reports on funds expended and services provided through the blended funds pool.
- 4) Employ no less than a 0.5 full-time- equivalent position as a Coordinator for PARTNERSHIP. This Coordinator will be supervised directly by the Administrator of the Managed Care Unit of the Division of Behavioral Health of the Department of Community & Family Services.

Within the limits of available time, the Coordinator will:

- a) staff PARTNERSHIP Board as an inter-agency collaboration and service system integration project;
  - b) staff the Board's Finance & Evaluation and Service Integration committees and such ad hoc committees as may be established by the Board; and
  - c) exercise day-to-day operational responsibility for coordinating management of PARTNERSHIP blended funds; and
  - d) perform other duties as are identified by PARTNERSHIP Board for achieving the goals and objectives of PARTNERSHIP.
- 5) Work with PARTNERSHIP agencies to improve and upgrade information collection and develop and implement process and outcome measures.
  - 6) Provide fiscal analysis and reporting, and devote technical and analytic services and staff to maintain and further develop an overall information system for financial, service, and other evaluative reports for PARTNERSHIP.
  - 7) Manage implementation of an evaluation design paid for with designated PARTNERSHIP funds under the direction of PARTNERSHIP Board.

**C. STATE Responsibilities**

- 1) At least one appointed representative of the STATE will participate as a member of PARTNERSHIP Board, and a representative of the STATE will participate in all meetings of the Board's Finance & Evaluation Committee.
- 2) STATE will participate as an active member in PARTNERSHIP model of care, including provision of a dedicated care manager as appropriate, active participation in the development of plans of care, and integrating sources of funding and services.
- 3) STATE will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
- 4) STATE will actively plan for and implement data gathering and evaluation measures as jointly agreed by PARTNERSHIP.

**II. COMPENSATION.**

- A. STATE agrees to pay COUNTY a total sum of \$362,160 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended funds (Attachment B) or otherwise as directed by PARTNERSHIP's Board.
- B. Any unexpended funds from this contract shall be carried over to the 1999-2001 fiscal year for expenditure on designated purposes as directed by the PARTNERSHIP Board.

III. **TERM.** The term of this Agreement shall be effective upon execution and remain in effect through June 30, 2001, unless sooner terminated under the provisions hereof.

IV. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, and Attachment B.

V. SIGNATURES.

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

MULTNOMAH COUNTY, OREGON

STATE OFFICE FOR SERVICES  
TO CHILDREN & FAMILIES

BY Lolene Forrester 6/22/99  
Director, Dept. of Community & Date  
Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

\_\_\_\_\_  
(please print name)

BY Beverly Stein 7/15/99  
Beverly Stein, Chair of Date  
Board of County Commissioners

\_\_\_\_\_  
Title

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

By Katie Gaerjens 7/11/99  
Katie Gaerjens Date  
Assistant County Counsel

SOSCFREV.doc

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CHILDREN'S MENTAL HEALTH PARTNERSHIP  
VISION, VALUES, MISSION, GOALS, STRATEGIES AND COLLABORATION  
REVISED ON JUNE 9, 1999**

**VISION**

A community which meets the mental health needs of all children and youth through collaborative, family centered and individualized services.

**VALUES**

We value services that are:

- \* Collaborative in coordinating resources and integrating delivery of services among systems
- \* Community-based
- \* Comprehensive
- \* Culturally appropriate
- \* Family centered in recognizing parents as full partners in planning and decision making
- \* Individualized to address the unique needs of the individual child or youth and family
- \* Protective of the rights and safety of children and youth
- \* Provided in the least restrictive setting
- \* Sensitive to transition issues

**MISSION**

The mission of the Multnomah County Children's Mental Health Partnership is to develop a **coalition of public and private funding organizations and family advocacy groups** from child welfare, education, health, juvenile justice and mental health that are committed to a vision of collaborative, family centered and individualized services for children and youth with mental health needs and their families. The Partnership shares beliefs in common that accomplishing this vision will require: interagency **collaboration** to more effectively align child welfare, education, health, juvenile justice and mental health systems of care; **coordination of funding streams, staffing and other resources** among service systems; and **integration in the delivery of prevention and intervention services** provided to children and youth with mental health needs and their families.

**GOALS AND STRATEGIES**

The goals and strategies of the Children's Mental Health Partnership are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, through:
  - a) Identifying unmet needs, gaps in the local system of care and areas for improvement in the delivery or provision of services to children and youth with mental health needs and their families;
  - b) Advocating for funding, public policies and organizational practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) Supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk of needing services, and to serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the service systems for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
  - a) Interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to services, cost of services and quality in the delivery of services to children and youth and their families;
  - b) Coordination of funding streams, staffing and other resources among service systems; and
  - c) Integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by Partnership members, through:
  - a) Providing intensive case management and wraparound services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) Filling gaps in the local system of care for children and youth who have mental health needs and their families; and
  - c) Leveraging these funds 1) to achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth with mental health needs who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community and their families.

## **COLLABORATION**

Collaborative decisions for the Children's Mental Health Partnership will be made through a Partnership Board. Compliance with Board decisions will be voluntary, but will be encouraged.

The Partnership Board will consist of representatives of those public and private funding organizations and family advocacy groups from child welfare, education, health, juvenile justice and mental health which are in agreement with the vision, values and mission of the Partnership.

The Partnership Board will operate under the sponsorship and with the support of the Local Mental Health Authority for Multnomah County.

The Partnership Board will be sanctioned by its members to carry out the identified goals and strategies of the Children's Mental Health Partnership.

The Partnership Board will determine its by-laws, membership criteria and operating procedures, and will elect its own officers.

The Partnership Board will elect a Chair who will act as the spokesperson for the Board.

The Partnership Board will have no less than three subcommittees:

- A Service Integration Committee which is charged with implementation of Goal 2;

- A Finance and Evaluation Committee which is charged with implementation of Goal 3;

- An Executive Committee which will include the Board Chair and the Chairs of the other subcommittees, and which will plan meeting agendas;

- And other ad hoc and on-going subcommittees as may be established by the Board.

Decision-making will be by consensus whenever possible, otherwise by a vote of member organizations.

## **ATTACHMENT B**

### **CHILDREN'S MENTAL HEALTH PARTNERSHIP CRITERIA FOR USE OF BLENDED FUNDS**

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into Children's Mental Health Partnership, the following criteria will be met.

1. The child will meet eligibility for Level II (See CAAPCARE Level II criteria).
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families with private insurance who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the PARTNERSHIP Board on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of CENTENNIAL SCHOOL DISTRICT, GRESHAM-BARLOW SCHOOL DISTRICT #10JT, or PORTLAND PUBLIC SCHOOL DISTRICT; participating funding agencies may make exceptions to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the CENTENNIAL, GRESHAM-BARLOW or PORTLAND PUBLIC boundaries; contributions by receiving School Districts will be accepted.

MEETING DATE: JUL 15 1999

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of \$422,437 Revenue Agreement with the Portland School District to fund mental health services through the Children's Mental Health Partnership.**

**BOARD BRIEFING**

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

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

Amount of Time Needed: Consent

**REGULAR MEETING**

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

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

DEPARTMENT: Community and Family Services

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

CONTACT: Lorenzo Poe/Bill Thomas TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Revenue Agreement with Portland School District supporting the Children's Mental Health Partnership.**

*7/16/99 originals to Lynn Evins*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL - 1 11:27  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 25, 1999

SUBJECT: Intergovernmental Revenue Agreement between Department of Community and Family Services and Portland Public School District

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement with Portland Public School District, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is entering into a revenue agreement with Portland Public School District. The Agreement pays for mental health services to high-risk children served through the Children's Mental Health Partnership. The Partnership members consist of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County Department of Community Justice, Portland Public School District and the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of the PARTNERSHIP.

**III. Financial Impact:** The Agreement adds \$422,437 for the period July 1, 1999 through June 30, 2000. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

**VII. Citizen Participation:** n/a

**VIII. Other Government Participation:** The agreement represents an ongoing intergovernmental, cooperative project to support families.

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

Contract #: 0010630

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

Amendment #: 0

<b>Class I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>Class II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>Class III</b> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-10 DATE 7/15/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>
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Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health</u>	Date: <u>June 29, 1999</u>
Originator: <u>Bill Thomas</u>	Phone: <u>22095</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Provides mental health services revenue for children served through the Children's Mental Health Partnership who are not eligible for Multnomah County CAAPCare.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910397</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>Portland School District</b> Address <b>531 SE 14<sup>th</sup> Avenue</b> <b>Portland, OR 97214</b> Phone <b>916-5840 ext. 356</b> Employer ID# or SS# <b>93-600830</b> Effective Date <b>July 1, 1999</b> Termination Date <b>June 30, 2000</b> Original Contract Amount \$ <b>422,437</b> Total Amt. of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <b>422,437</b>	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Quarterly</u> <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poemes</u>	DATE <u>6/29/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie G...</u>	DATE <u>7/1/99</u>
County Chair <u>[Signature]</u>	DATE <u>7/15/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE R4						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

## **REVENUE AGREEMENT**

THIS CONTRACT is between Portland School District, **hereafter called DISTRICT**, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, **hereafter called COUNTY**

THE PARTIES AGREE:

- I. **DESCRIPTION OF SERVICES.** This agreement addresses mutual obligations of the parties to provide services to children and youth with mental health needs through a system of care model under the auspices of Multnomah County's Children's Mental Health Partnership, **hereafter called PARTNERSHIP.**

PARTNERSHIP consists of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County's Department of Community and Family Services' Division of Behavioral Health, Multnomah County Department of Community Justice, Portland Public Schools, the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of PARTNERSHIP (Attachment A).

PARTNERSHIP will provide leadership in planning for, and delivering services to, children and youth with mental health needs and their families using a system of care model. A primary aim of PARTNERSHIP is to implement and provide a system of care that provides appropriate services to all children, youth, and families meeting criteria for service and accepted by the PARTNERSHIP, regardless of family circumstances or insurance status.

PARTNERSHIP's goals and strategies are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, by:
  - a) identifying unmet needs, gaps, and areas for improvement in the local system of care for delivery of services to children and youth with mental health needs and their families;
  - b) advocating for funding, public policies, and agency practices which effectively respond to these unmet needs, service gaps and areas for improvement;
  - c) supporting innovative and integrated approaches to serving children and youth with mental health needs who are at risk of needing services and serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the systems of care for child welfare, education, health, juvenile justice and mental health services which are available to insured and uninsured children and youth

with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children, and youth with the highest mental health needs in our community and their families through:

- a) interagency collaboration and the use of managed care technologies across juvenile systems, to ensure appropriate access to, cost of, and quality in the delivery of services to children and youth and their families;
  - b) coordination of funding streams, staffing and other resources among service systems to ensure coordination of care to all clients served, regardless of financial status or funding source, and to reduce duplication of services; and
  - c) integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by PARTNERSHIP members, by:
- a) providing intensive case management and "wrap-around" services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) filling gaps in the local system of care for children and youth with mental health needs and their families; and
  - c) leveraging these funds to; 1) achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and; 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth who are at high risk of needing services as well as to children and youth with the highest mental health needs in our community.

In addition, PARTNERSHIP has identified these developmental objectives for 1999-2000:

- 1) Engage other appropriate partner agencies with an interest in aligning services for children and youth with mental health needs and seek additional public and private funding for service system reform and alignment (e.g. drug and alcohol, health care, inpatient services, and residential treatment).
- 2) Explore opportunities to further align and integrate the service system for high risk children and youth with the highest mental health needs in our community, including exploration of opportunities for partnerships with providers of residential treatment services, in order to achieve better service delivery systems, cost containment, and performance-based contracts.

- 3) Evaluate the effectiveness of the system of care, including the provision of ongoing information to Partner agencies and the establishment of systems for regular collection of evaluative information (e.g. on outcome and satisfaction).

PARTNERSHIP will be evaluated on its success in strengthening community-based services available to children and youth with mental health needs and their families in order to: a) maximize the potential for serving more children in the least restrictive setting (home, neighborhood, school, community), b) serve more children in need, and c) improve outcomes for children and families.

#### A. COUNTY Service Responsibilities

In fulfillment of its service responsibilities under this Agreement, COUNTY shall:

- 1) Assist in identifying children eligible for PARTNERSHIP fund services. Eligible children are those who are:
  - a) under age 21;
  - b) determined not to be eligible for services funded through the Oregon Health Plan (OHP) and for whom no other reasonable source of funds exists to pay for the resources they need;
  - c) Portland Public Schools, Gresham-Barlow School District, or Centennial School District students under state requirements, except as indicated in eligibility criteria for PARTNERSHIP services;
  - d) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and,
  - e) eligible under other criteria as may be established by PARTNERSHIP's Board.
- 2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives from participating agencies.
- 3) Through the use of an inter-agency service planning team, develop a plan of care-based on individual treatment and service needs.
- 4) Arrange, authorize, and coordinate services based on each child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY or a participating PARTNERSHIP agency.
- 5) Pursuant to 3 and 4 above, pay, when appropriate, for mental health rehabilitative services provided as part of the plan of care. Services provided shall include traditional behavioral health rehabilitative services as well as non-traditional flexible wrap-around services. Services may include but are not limited to: evaluation, therapeutic school, supported classroom, stabilization classroom, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Educational

services that are not related to mental health, substance abuse treatment and residential and inpatient treatments are excluded from the scope of this Agreement.

B. COUNTY Administrative Responsibilities

In fulfillment of its administrative responsibilities, COUNTY shall:

- 1) Manage the blended pool of funds under the direction of PARTNERSHIP Board.
- 2) Collect and provide to Partner agencies data to:
  - a) identify clients served by that agency;
  - b) provide relevant demographic and other information on clients served;
  - c) provide reports on services and cost of services provided to clients served by that agency;
  - d) enable the agency to assess the costs and benefits of the model of care as part of the overall goals of the agency; and
  - e) provide other evaluative reports and information requested by PARTNERSHIP agencies.
- 3) Provide monthly fiscal and quarterly service reports on funds expended and services provided through the blended funds pool.
- 4) Beginning July, 1999, employ a 1.0 full-time- equivalent position as a Coordinator for PARTNERSHIP. This Coordinator will be supervised directly by the Manager of Managed Care Programs of the Division of Behavioral Health of the Department of Community & Family Services.

Within the limits of available time, the Coordinator will:

- a) staff PARTNERSHIP Board as an inter-agency collaboration and service system integration project;
  - b) staff the Board's Executive, Finance & Evaluation and Service Integration committees and such ad hoc committees as may be established by the Board; and
  - c) exercise day-to-day operational responsibility for coordinating management of PARTNERSHIP blended funds; and
  - d) perform other duties as are identified by PARTNERSHIP Board for achieving the goals and objectives of PARTNERSHIP.
- 5) Work with PARTNERSHIP agencies to improve and upgrade information collection and develop and implement process and outcome measures.
  - 6) Provide fiscal analysis and reporting, and devote technical and analytic services and staff to maintain and further develop an overall information system for financial, service, and other evaluative reports for PARTNERSHIP.

- 7) Manage implementation of an evaluation design paid for with designated PARTNERSHIP funds under the direction of PARTNERSHIP Board.

**C. DISTRICT Responsibilities**

- 1) At least one appointed representative of the DISTRICT will participate as a member of PARTNERSHIP Board, and a representative of the DISTRICT will participate in all meetings of the Board's Finance & Evaluation Committee.
- 2) DISTRICT will participate as an active member in PARTNERSHIP model of care, including provision of a dedicated care manager as appropriate, active participation in the development of plans of care, and integrating sources of funding and services.
- 3) DISTRICT will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
- 4) DISTRICT will actively plan for and implement data gathering and evaluation measures as jointly agreed by PARTNERSHIP.

**II. COMPENSATION.**

- A. DISTRICT agrees to pay COUNTY a total sum of \$422,437 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended funds (Attachment B) or otherwise as directed by PARTNERSHIP's Board.
- B. Any unexpended funds from this contract shall be carried over to the 2000-2001 fiscal year for expenditure on designated purposes as directed by the PARTNERSHIP Board.

- III. TERM.** The term of this Agreement shall be from July 1, 1999 through June 30, 2000, unless sooner terminated under the provisions hereof.

- IV. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, and Attachment B.

V. SIGNATURES.

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

MULTNOMAH COUNTY, OREGON

PORTLAND SCHOOL DISTRICT

BY Lolenz Boe 6/29/99  
Director of Dept. Community & Date  
Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

\_\_\_\_\_  
(Please print name)

BY Beverly Stein 7/15/99  
Beverly Stein, Chair Date  
Board of County Commissioners

\_\_\_\_\_  
Title

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY Katie Gaetjens 7/1/99  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-10 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK



**MULTNOMAH COUNTY CHILDREN'S MENTAL HEALTH PARTNERSHIP  
VISION, VALUES, MISSION, GOALS, STRATEGIES AND COLLABORATION  
REVISED ON JUNE 9, 1999**

**VISION**

A community which meets the mental health needs of all children and youth through collaborative, family centered and individualized services.

**VALUES**

We value services that are:

- \* Collaborative in coordinating resources and integrating delivery of services among systems
- \* Community-based
- \* Comprehensive
- \* Culturally appropriate
- \* Family centered in recognizing parents as full partners in planning and decision making
- \* Individualized to address the unique needs of the individual child or youth and family
- \* Protective of the rights and safety of children and youth
- \* Provided in the least restrictive setting
- \* Sensitive to transition issues

**MISSION**

The mission of the Multnomah County Children's Mental Health Partnership is to develop a **coalition of public and private funding organizations and family advocacy groups** from child welfare, education, health, juvenile justice and mental health that are committed to a vision of collaborative, family centered and individualized services for children and youth with mental health needs and their families. The Partnership shares beliefs in common that accomplishing this vision will require: interagency **collaboration** to more effectively align child welfare, education, health, juvenile justice and mental health systems of care; **coordination of funding streams, staffing and other resources** among service systems; and **integration in the delivery of prevention and intervention services** provided to children and youth with mental health needs and their families.

**GOALS AND STRATEGIES**

The goals and strategies of the Children's Mental Health Partnership are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, through:
  - a) Identifying unmet needs, gaps in the local system of care and areas for improvement in the delivery or provision of services to children and youth with mental health needs and their families;
  - b) Advocating for funding, public policies and organizational practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) Supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk of needing services, and to serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the service systems for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
- a) Interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to services, cost of services and quality in the delivery of services to children and youth and their families;
  - b) Coordination of funding streams, staffing and other resources among service systems; and
  - c) Integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by Partnership members, through:
- a) Providing intensive case management and wraparound services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) Filling gaps in the local system of care for children and youth who have mental health needs and their families; and
  - c) Leveraging these funds 1) to achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth with mental health needs who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community and their families.

## **COLLABORATION**

Collaborative decisions for the Children's Mental Health Partnership will be made through a Partnership Board. Compliance with Board decisions will be voluntary, but will be encouraged.

The Partnership Board will consist of representatives of those public and private funding organizations and family advocacy groups from child welfare, education, health, juvenile justice and mental health which are in agreement with the vision, values and mission of the Partnership.

The Partnership Board will operate under the sponsorship and with the support of the Local Mental Health Authority for Multnomah County.

The Partnership Board will be sanctioned by its members to carry out the identified goals and strategies of the Children's Mental Health Partnership.

The Partnership Board will determine its by-laws, membership criteria and operating procedures, and will elect its own officers.

The Partnership Board will elect a Chair who will act as the spokesperson for the Board.

The Partnership Board will have no less than three subcommittees:

- A Service Integration Committee which is charged with implementation of Goal 2;

- A Finance and Evaluation Committee which is charged with implementation of Goal 3;

- An Executive Committee which will include the Board Chair and the Chairs of the other subcommittees, and which will plan meeting agendas;

- And other ad hoc and on-going subcommittees as may be established by the Board.

Decision-making will be by consensus whenever possible, otherwise by a vote of member organizations.

## **ATTACHMENT B**

### **CHILDREN'S MENTAL HEALTH PARTNERSHIP CRITERIA FOR USE OF BLENDED FUNDS**

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into Children's Mental Health Partnership, the following criteria will be met.

1. The child will meet eligibility for Level II (See CAAPCARE Level II criteria).
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families with private insurance who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the PARTNERSHIP Board on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of CENTENNIAL SCHOOL DISTRICT, GRESHAM-BARLOW SCHOOL DISTRICT #10JT, or PORTLAND PUBLIC SCHOOL DISTRICT; participating funding agencies may make exceptions to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the CENTENNIAL, GRESHAM-BARLOW or PORTLAND PUBLIC boundaries; contributions by receiving School Districts will be accepted.

MEETING DATE: JUL 15 1999  
AGENDA NO: C-11  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)  
**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of \$60,000 Revenue Agreement with the Centennial School District to fund mental health services through the Children's Mental Health Partnership.**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: Consent

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community and Family Services DIVISION: \_\_\_\_\_  
CONTACT: Lorenzo Poe/Bill Thomas TELEPHONE: 248-3691  
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Revenue Agreement with Centennial School District supporting the Children's Mental Health Partnership.**

*7/16/99 ORIGINALS to LYNN EVINS*

**SIGNATURES REQUIRED:**

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

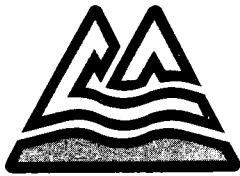
OR

DEPARTMENT MANAGER: Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
JUL 15 11:11:29  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 25, 1999

SUBJECT: Intergovernmental Revenue Agreement between Department of Community and Family Services and Centennial School District

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement with Centennial School District, for the period July 1, 1999 through June 30, 2000. The agreement is retroactive due to lengthy reviews with the Partnership members.

**II. Background/Analysis:** The Department of Community and Family Services is entering into a revenue agreement with Centennial School District. The Agreement pays for mental health services to high-risk children served through the Children's Mental Health Partnership. The Partnership members consist of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Portland Public School District, Multnomah County Department of Community Justice, and the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of The PARTNERSHIP.

**III. Financial Impact:** The Agreement adds \$60,000 for the period July 1, 1999 through June 30, 2000. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

**VII. Citizen Participation:** n/a

**VIII. Other Government Participation:** The agreement represents an ongoing intergovernmental, cooperative project to support families.

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

Contract #: **0010643**

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

Amendment #: **0**

<b>Class I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>Class II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>Class III</b> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-11 DATE 7/15/99</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b></div>
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Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health</u>	Date: <u>6/29/1999</u>
Originator: <u>Bill Thomas</u>	Phone: <u>22095</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Provides mental health services revenue for children served through the Children's Mental Health Partnership who are not eligible for Multnomah County CAAPCare.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910398</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>Centennial School District</b>	
Address <b>18135 SE Brooklyn Street Portland, OR 97236</b>	Remittance Address _____ (If different) _____
Phone <b>760-7990</b>	Payment Schedule / Terms
Employer ID# or SS# <b>93-600847</b>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <b>July 1, 1999</b>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <b>June 30, 2000</b>	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Contract Amount \$ <b>60,000</b>	
Total Amt. of Previous Amendments \$ _____	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <b>60,000</b>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager <u><i>Lolenz Poe mas</i></u>	DATE <u>6/29/99</u>
Purchasing Manager <u><i>Katie G...</i></u>	DATE _____
County Counsel <u><i>Mattley</i></u>	DATE <u>7/1/99</u>
County Chair _____	DATE <u>7/15/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE R11						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

## **REVENUE AGREEMENT**

THIS CONTRACT is between Centennial School District, **hereafter called DISTRICT**, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, **hereafter called COUNTY**

THE PARTIES AGREE:

- I. **DESCRIPTION OF SERVICES.** This agreement addresses mutual obligations of the parties to provide services to children and youth with mental health needs through a system of care model under the auspices of Multnomah County's Children's Mental Health Partnership, **hereafter called PARTNERSHIP.**

PARTNERSHIP consists of Casey Family Program, Centennial School District, Ceres Behavioral Mental Health, Gresham-Barlow School District, Multnomah County's Department of Community and Family Services' Division of Behavioral Health, Multnomah County Department of Community Justice, Portland Public Schools, the State Office of Services to Children and Families, and such members which may be added during the year which are in agreement with the vision, values and mission of PARTNERSHIP (Attachment A).

PARTNERSHIP will provide leadership in planning for, and delivering services to, children and youth with mental health needs and their families using a system of care model. A primary aim of PARTNERSHIP is to implement and provide a system of care that provides appropriate services to all children, youth, and families meeting criteria for service and accepted by the PARTNERSHIP, regardless of family circumstances or insurance status.

PARTNERSHIP's goals and strategies are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, by:
  - a) identifying unmet needs, gaps, and areas for improvement in the local system of care for delivery of services to children and youth with mental health needs and their families;
  - b) advocating for funding, public policies, and agency practices which effectively respond to these unmet needs, service gaps and areas for improvement;
  - c) supporting innovative and integrated approaches to serving children and youth with mental health needs who are at risk of needing services and serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the systems of care for child welfare, education, health, juvenile justice and mental health services which are available to insured and uninsured children and youth



with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children, and youth with the highest mental health needs in our community and their families through:

- a) interagency collaboration and the use of managed care technologies across juvenile systems, to ensure appropriate access to, cost of, and quality in the delivery of services to children and youth and their families;
  - b) coordination of funding streams, staffing and other resources among service systems to ensure coordination of care to all clients served, regardless of financial status or funding source, and to reduce duplication of services; and
  - c) integration in the delivery of prevention and intervention services that are provided to children and youth with mental health needs and their families, including the increasing use of single, individualized plans of care, coordinated case management and flexible service approaches to reduce the fragmentation of care.
- 3) Create and jointly manage a blended pool of funds contributed by PARTNERSHIP members, by:
- a) providing intensive case management and "wrap-around" services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) filling gaps in the local system of care for children and youth with mental health needs and their families; and
  - c) leveraging these funds to; 1) achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and; 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth who are at high risk of needing services as well as to children and youth with the highest mental health needs in our community.

In addition, PARTNERSHIP has identified these developmental objectives for 1999-2000:

- 1) Engage other appropriate partner agencies with an interest in aligning services for children and youth with mental health needs and seek additional public and private funding for service system reform and alignment (e.g. drug and alcohol, health care, inpatient services, and residential treatment).
- 2) Explore opportunities to further align and integrate the service system for high risk children and youth with the highest mental health needs in our community, including exploration of opportunities for partnerships with providers of residential treatment services, in order to achieve better service delivery systems, cost containment, and performance-based contracts.

- 3) Evaluate the effectiveness of the system of care, including the provision of ongoing information to Partner agencies and the establishment of systems for regular collection of evaluative information (e.g. on outcome and satisfaction).

PARTNERSHIP will be evaluated on its success in strengthening community-based services available to children and youth with mental health needs and their families in order to: a) maximize the potential for serving more children in the least restrictive setting (home, neighborhood, school, community), b) serve more children in need, and c) improve outcomes for children and families.

#### A. COUNTY Service Responsibilities

In fulfillment of its service responsibilities under this Agreement, COUNTY shall:

- 1) Assist in identifying children eligible for PARTNERSHIP fund services. Eligible children are those who are:
  - a) under age 21;
  - b) determined not to be eligible for services funded through the Oregon Health Plan (OHP) and for whom no other reasonable source of funds exists to pay for the resources they need;
  - c) Portland Public Schools, Gresham-Barlow School District, or Centennial School District students under state requirements, except as indicated in eligibility criteria for PARTNERSHIP services;
  - d) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and,
  - e) eligible under other criteria as may be established by PARTNERSHIP's Board.
- 2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives from participating agencies.
- 3) Through the use of an inter-agency service planning team, develop a plan of care-based on individual treatment and service needs.
- 4) Arrange, authorize, and coordinate services based on each child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY or a participating PARTNERSHIP agency.
- 5) Pursuant to 3 and 4 above, pay, when appropriate, for mental health rehabilitative services provided as part of the plan of care. Services provided shall include traditional behavioral health rehabilitative services as well as non-traditional flexible wrap-around services. Services may include but are not limited to: evaluation, therapeutic school, supported classroom, stabilization classroom, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Educational

services that are not related to mental health, substance abuse treatment and residential and inpatient treatments are excluded from the scope of this Agreement.

B. COUNTY Administrative Responsibilities

In fulfillment of its administrative responsibilities, COUNTY shall:

- 1) Manage the blended pool of funds under the direction of PARTNERSHIP Board.
- 2) Collect and provide to Partner agencies data to:
  - a) identify clients served by that agency;
  - b) provide relevant demographic and other information on clients served;
  - c) provide reports on services and cost of services provided to clients served by that agency;
  - d) enable the agency to assess the costs and benefits of the model of care as part of the overall goals of the agency; and
  - e) provide other evaluative reports and information requested by PARTNERSHIP agencies.
- 3) Provide monthly fiscal and quarterly service reports on funds expended and services provided through the blended funds pool.
- 4) Beginning July, 1999, employ a 1.0 full-time- equivalent position as a Coordinator for PARTNERSHIP. This Coordinator will be supervised directly by the Manager of Managed Care Programs of the Division of Behavioral Health of the Department of Community & Family Services.

Within the limits of available time, the Coordinator will:

- a) staff PARTNERSHIP Board as an inter-agency collaboration and service system integration project;
  - b) staff the Board's Executive, Finance & Evaluation and Service Integration committees and such ad hoc committees as may be established by the Board; and
  - c) exercise day-to-day operational responsibility for coordinating management of PARTNERSHIP blended funds; and
  - d) perform other duties as are identified by PARTNERSHIP Board for achieving the goals and objectives of PARTNERSHIP.
- 5) Work with PARTNERSHIP agencies to improve and upgrade information collection and develop and implement process and outcome measures.
  - 6) Provide fiscal analysis and reporting, and devote technical and analytic services and staff to maintain and further develop an overall information system for financial, service, and other evaluative reports for PARTNERSHIP.

- 7) Manage implementation of an evaluation design paid for with designated PARTNERSHIP funds under the direction of PARTNERSHIP Board.

**C. DISTRICT Responsibilities**

- 1) At least one appointed representative of the DISTRICT will participate as a member of PARTNERSHIP Board, and a representative of the DISTRICT will participate in all meetings of the Board's Finance & Evaluation Committee.
- 2) DISTRICT will participate as an active member in PARTNERSHIP model of care, including provision of a dedicated care manager as appropriate, active participation in the development of plans of care, and integrating sources of funding and services.
- 3) DISTRICT will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
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**II. COMPENSATION.**

- A. DISTRICT agrees to pay COUNTY a total sum of \$60,000 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended funds (Attachment B) or otherwise as directed by PARTNERSHIP's Board.
- B. Any unexpended funds from this contract shall be carried over to the 2000-2001 fiscal year for expenditure on designated purposes as directed by the PARTNERSHIP Board.

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- IV. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, Attachment A, and Attachment B.

V. SIGNATURES.

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

MULTNOMAH COUNTY, OREGON

CENTENNIAL SCHOOL DISTRICT

BY *Sal Lopez* 6/29/99  
Director of Dept. Community & Date  
Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

\_\_\_\_\_  
(Print Name)

BY *Beverly Stein* 7/15/99  
Beverly Stein, Chair Date  
Board of County Commissioners

\_\_\_\_\_  
Title

REVIEWED:  
THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY *Katie Gaetjers* 7/1/99  
Katie Gaetjers Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-11 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CHILDREN'S MENTAL HEALTH PARTNERSHIP  
VISION, VALUES, MISSION, GOALS, STRATEGIES AND COLLABORATION  
REVISED ON JUNE 9, 1999**

**VISION**

A community which meets the mental health needs of all children and youth through collaborative, family centered and individualized services.

**VALUES**

We value services that are:

- \* Collaborative in coordinating resources and integrating delivery of services among systems
- \* Community-based
- \* Comprehensive
- \* Culturally appropriate
- \* Family centered in recognizing parents as full partners in planning and decision making
- \* Individualized to address the unique needs of the individual child or youth and family
- \* Protective of the rights and safety of children and youth
- \* Provided in the least restrictive setting
- \* Sensitive to transition issues

**MISSION**

The mission of the Multnomah County Children's Mental Health Partnership is to develop a **coalition of public and private funding organizations and family advocacy groups** from child welfare, education, health, juvenile justice and mental health that are committed to a vision of collaborative, family centered and individualized services for children and youth with mental health needs and their families. The Partnership shares beliefs in common that accomplishing this vision will require: interagency **collaboration** to more effectively align child welfare, education, health, juvenile justice and mental health systems of care; **coordination of funding streams, staffing and other resources** among service systems; and **integration in the delivery of prevention and intervention services** provided to children and youth with mental health needs and their families.

**GOALS AND STRATEGIES**

The goals and strategies of the Children's Mental Health Partnership are to:

- 1) Provide collaborative leadership in efforts to reform the local system of care for children and youth with mental health needs who live in Multnomah County and their families, through:
  - a) Identifying unmet needs, gaps in the local system of care and areas for improvement in the delivery or provision of services to children and youth with mental health needs and their families;
  - b) Advocating for funding, public policies and organizational practices which effectively respond to these unmet needs, service gaps and areas for improvement;

- c) Supporting innovative and integrated approaches to serving children and youth with mental health needs who are at high risk of needing services, and to serving children and youth with the highest mental health needs in our community and their families.
- 2) Effectively align the service systems for child welfare, education, health, juvenile justice and mental health which are available to insured and uninsured children and youth with mental health needs who are at high risk of needing services, as well as align services which are provided to insured and uninsured children and youth with the highest mental health needs in our community and their families, through:
  - a) Interagency collaboration and the use of managed care technologies across service systems, to ensure appropriate access to services, cost of services and quality in the delivery of services to children and youth and their families;
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- 3) Create and jointly manage a blended pool of funds contributed by Partnership members, through:
  - a) Providing intensive case management and wraparound services to uninsured and underinsured children and youth who are involved with multiple service systems and who have the highest mental health needs in our community;
  - b) Filling gaps in the local system of care for children and youth who have mental health needs and their families; and
  - c) Leveraging these funds 1) to achieve other cooperative efforts among service systems for reforming the local system of care for children and youth with mental health needs and their families, and 2) for responding to unmet needs, service gaps and areas for improvement in the delivery or provision of services to children and youth with mental health needs who are at high risk of needing services, as well as to children and youth with the highest mental health needs in our community and their families.

## **COLLABORATION**

Collaborative decisions for the Children's Mental Health Partnership will be made through a Partnership Board. Compliance with Board decisions will be voluntary, but will be encouraged.

The Partnership Board will consist of representatives of those public and private funding organizations and family advocacy groups from child welfare, education, health, juvenile justice and mental health which are in agreement with the vision, values and mission of the Partnership.

The Partnership Board will operate under the sponsorship and with the support of the Local Mental Health Authority for Multnomah County.

The Partnership Board will be sanctioned by its members to carry out the identified goals and strategies of the Children's Mental Health Partnership.

The Partnership Board will determine its by-laws, membership criteria and operating procedures, and will elect its own officers.

The Partnership Board will elect a Chair who will act as the spokesperson for the Board.

The Partnership Board will have no less than three subcommittees:

- A Service Integration Committee which is charged with implementation of Goal 2;

- A Finance and Evaluation Committee which is charged with implementation of Goal 3;

- An Executive Committee which will include the Board Chair and the Chairs of the other subcommittees, and which will plan meeting agendas;

- And other ad hoc and on-going subcommittees as may be established by the Board.

Decision-making will be by consensus whenever possible, otherwise by a vote of member organizations.



## **ATTACHMENT B**

### **CHILDREN'S MENTAL HEALTH PARTNERSHIP CRITERIA FOR USE OF BLENDED FUNDS**

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into Children's Mental Health Partnership, the following criteria will be met.

1. The child will meet eligibility for Level II (See CAAPCARE Level II criteria).
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families with private insurance who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the PARTNERSHIP Board on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of CENTENNIAL SCHOOL DISTRICT, GRESHAM-BARLOW SCHOOL DISTRICT #10JT, or PORTLAND PUBLIC SCHOOL DISTRICT; participating funding agencies may make exceptions to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the CENTENNIAL, GRESHAM-BARLOW or PORTLAND PUBLIC boundaries; contributions by receiving School Districts will be accepted.

MEETING DATE: JUL 15 1999

AGENDA NO: C-12

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Amendment to renew an IGA between Multnomah County Department of Community Justice, Portland School District #1 and Multnomah Education Services District

BOARD BRIEFING

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

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

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

REGULAR MEETING:

DATE REQUESTED: July 1999

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Department of Community Justice DIVISION: Juvenile Justice

CONTACT: Debbie Persen TELEPHONE #: 248-3202

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

*Amendment to renew intergovernmental agreement #700029 between the Department of Community Justice (Juvenile Justice Division), Portland School District #1 and Multnomah County Education Services District to provide funding in support of Turnaround School.*

SIGNATURES REQUIRED:

7/16/99 ORIGINALS to Debbie Persen

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

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

99 JUL -7 21 9 10  
MULTNOMAH COUNTY  
CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director  
Department of Community Justice

DATE: July 2, 1999

SUBJECT: Approval of an Amendment to Renew an Intergovernmental Agreement between the Department of Community Justice, Portland School District #1 and Multnomah Education Services District for the Turnaround School

### I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of an amendment to renew an Intergovernmental Agreement (IGA) with Portland School District #1 (PPS), and Multnomah Education Services District (MESD). This IGA provides funding and program services for the continued operation of Turnaround School for fiscal year July 1, 1999 through June 30, 2000.

### II. BACKGROUND/ANALYSIS:

Turnaround School was developed in 1997 as a collaborative effort between PPS, MESD and DCJ Juvenile Justice to provide an alternative educational program to students from the sixth through twelfth grade. Turnaround serves students who have been suspended, expelled, or are not attending traditional school programs within Multnomah County for reasons of persistent truancy or other serious behavior or delinquency problems. During this past year, over 300 students attended Turnaround with, at one point, 50 students on a waiting list.

Youth are referred to the school from Juvenile Community Justice, Oregon Youth Authority, PPS and East Multnomah County schools. The program's principal aim is to prepare students to return to their regular classes or reintegrate into new schools after graduating from Turnaround. Skills are taught, within the context of an academic environment, that help students to control their anger, peacefully resolve conflicts, and problem-solve, better enabling them to cope and succeed in a traditional school environment.

### III. FINANCIAL IMPACT:

The total combined funding provided by PPS, MESD and DCJ to the Turnaround School is **\$1,413,987**. The financial contributions made toward the program's operation are broken down as follows:

- PPS will contribute up to **\$360,706**, which will provide school counselors, student transportation, supplies, and other identified expenses.
- MESD will contribute up to **\$285,652**, which will provide teachers, special education consultant, school nurse, custodian, and other identified expenses.
- DCJ will contribute up to **\$767,629**; out of which \$189,553 is pass-through money provided by an interdepartmental agreement with the Department of Children and Family Services, and \$32,500 is pass-through money provided by an intergovernmental agreement with the Oregon Youth Authority. The funds will be distributed to PPS and MESD as follows:
  - **\$312,249** will be paid to Portland Public Schools to fund a program leader, counseling staff, campus monitors, custodial services, basic skill tutors/bus aides, substitutes, training, and general office operating costs.
  - **\$455,380** will be paid to Multnomah Education Service District to fund teachers/substitutes, educational assistants, clerical services, student activities and general office/program costs.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

The Turnaround Program links directly to the County's benchmarks of 1) reducing juvenile crime, and 2) increasing high school completion. This is accomplished by teaching and demonstrating the skills that promote behavioral management, problem solving, and conflict resolution as well as encouraging pro-social activities/relationships that allow youth the opportunity to cope and succeed in a school setting. Additionally, these skills help to advance and encourage anti-criminal behaviors and attitudes.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department of Community Justice staff will continue working closely with Portland Public Schools and Multnomah ESD staff as well as actively participating on Turnaround's Steering Committee.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 700029  
Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 per fiscal year <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <b>APPROVED MULTNOMAH</b> <b>BOARD OF COMMISSIONERS</b> <b>AGENDA # C-12 DATE 7/15/99</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>

Department: Department of Community Justice Division: Juvenile Justice Date: 6/11/99  
 Originator: Phil Lingelbach Phone: X65677 Bldg/Rm: 311/JJD  
 Contact: Debbie Persen Phone: 248-3202 Bldg/Rm: 311/RMS

**Description of Contract:** This amendment to renew the intergovernmental agreement between the Department and Portland Public Schools and Multnomah Education Services District will allow the continuation of funding for Turnaround School for FY 1999/00. Turnaround School is an alternative education program that services over 300 youth referred by DCJ, PPS, MESD and the Oregon Youth Authority. Youth eligible for services are those who are not able to attend their home schools due to expulsion/suspension, persistent truancy, serious behavioral problems or delinquency issues.

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

Contractors: Multnomah Education Service District Portland School District #1		
Mailing Addresses:		
<b>MESD</b> Alternative Education PO Box 301039 Portland, OR 97294-9039 Emp ID# 93-6000829 Tel: 257-1654 (Kathy Gillette)	<b>PPS</b> Grants Accounting Department PO Box 3107 Portland, OR 97208 Emp ID # 93-6000830 Tel: 916-5840 x329 (Betsy Cole)	Remittance Address (If different)
Effective Date July 1, 1999	Termination Date June 30, 2000	Payment Schedule / Terms
Original Contract Amount \$ 779,582	Total Amt of Previous Amendments \$	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ Quarterly/Cost Reimbursement <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$
Amount of Amendment \$ 767,629	Total Amount of Agreement \$ 1,547,211	Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES:**

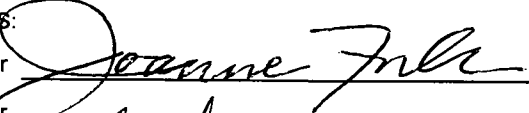
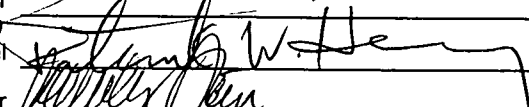
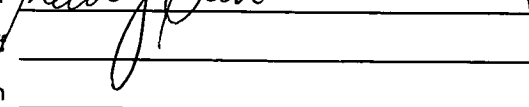
Department Manager		DATE 7/6/99
Purchasing Manager		DATE
(Class II Contracts Only)		DATE
County Counsel		DATE 7/7/99
County Chair		DATE July 15, 1999
Sheriff		DATE
Contract Administration		DATE
(Class I, Class II Contracts only)		

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

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
**(Renewal of Contract)**  
**CONTRACT NO. 700029 Amendment No. 1**

This is an amendment to Multnomah County Contract No. 700029 effective July 1, 1999 between Multnomah County Department of Community Justice, hereinafter referred to as DCJ, and Portland School District #1, hereinafter referred to as PPS, and Multnomah Education Service District, hereinafter referred to as MESD.

The parties agree:

1. Contract No. 700029 shall be extended for an additional period commencing July 1, 1999 and ending June 30, 2000.
2. The following changes are made to Contract No. 700029 in the following sections of the agreement:
  - a) All references to DJACJ are changed to DCJ.
  - b) **I. PPS PROGRAM RESPONSIBILITIES** (page 1)
    - i Paragraph A, second sentence: This facility will also house Juvenile Justice Counselors and the ~~Day Reporting Center~~ Skill Development Unit.
    - ii Paragraph B: PPS will provide custodial services and utilities (not to include the telephone service for juvenile court not involved in Turnaround ~~or the Day Reporting Center~~) during the school's operating hours ~~as well as in the evenings and on weekends when the Day Reporting Program is in operation~~ and until 7:00 p.m. for the Skill Development Unit.
    - iii Paragraph E: PPS will provide ~~six (6)~~ five (5) school counselors to Turnaround to provide support to youth and families and transition services for youth as they return to their home school.
    - iv Paragraph F: PPS will provide ~~two (2)~~ one (1) campus monitor.
    - v Paragraph G: PPS will provide three (3) ~~staff working in the capacity of:~~
      - ~~Two (2) Basic Skills Tutor/Bus Aides; and~~
      - ~~One (1) Bus Aide (monitoring behavior and promoting bus safety).~~
    - vi Paragraph H: PPS will provide ~~one (1) Intake/Transition Coordinator~~ two (2) Community Agents.
  - c) **II. MESD PROGRAM RESPONSIBILITIES** (page 2)
    - i Paragraph F: MESD will provide funding for one (1) ~~intake/transition coordinator~~ Basic Skills Tutor/Bus Aide.
  - d) **III. DJACJ PROGRAM RESPONSIBILITIES** (page 2)
    - i Paragraph C: DJACJ through an interdepartmental agreement with Children and Family Services will pass through \$~~185,400~~ 189,553 in support of Turnaround.
    - ii Paragraph D: DJACJ through an intergovernmental agreement with the Oregon Youth Authority (OYA) will pass through \$~~31,776~~ 32,500 ~~to be applied to work with youth on parole to OYA in Turnaround in support of Turnaround~~.
    - iii Paragraph E: DJACJ will utilize PPS facilities for additional programming staff including ~~the jJuvenile jJustice sSkills dDevelopment uUnit and contracted day reporting services.~~

e) **I. PPS FINANCIAL RESPONSIBILITIES** (page 3)

- i Paragraph A: ~~4.0~~ 3.0 FTE (full time equivalent) school counselors;
- ii Add paragraph F to read as follows: 2.0 FTE Community Agents.

e) **II. MESD FINANCIAL RESPONSIBILITIES** (page 3)

- i First paragraph: MESD will contribute up to ~~\$348,588~~ 285,652 to Turnaround to pay for:
- ii Paragraph G: 1.0 FTE ~~intake/transition coordinator;~~ Basic Skills Tutor/Bus Aide. ~~(Note: This is a one-time only expense as funds to support his position are derived from carry-over funds from the previous contract agreement.)~~ This includes \$20,000 in carry-over funds from the previous contract agreement.
- iii Delete paragraph K: ~~Equipment and furniture;~~
- iv Paragraph M: Other expenses identified and approved by the Turnaround Steering Committee as funds are available.

f) **III. DJACJ FINANCIAL RESPONSIBILITIES** (page 3)

- i First paragraph, first sentence: DJACJ will contribute up to ~~\$779,582~~ 767,629 to Turnaround.
- ii Paragraph A: Up to ~~\$292,283~~ 297,213 to PPS to fund the following:
- iii Paragraph A3: ~~2.0~~ 1.0 FTE campus monitor;
- iv Paragraph A4: ~~1.13~~ 2.0 FTE Basic Skills Tutor/Bus Aides;
- v Delete paragraph A5: ~~1.0 FTE bus aide;~~
- vi Paragraph B: Up to ~~\$45,844~~ 15,036 to PPS to fund the following services when Turnaround is not otherwise open and when the Day Reporting Program Skill Development Unit is operating. ~~(e.g., evenings, weekends, etc.)~~
- vii Paragraph C, first sentence: Up to ~~\$441,485~~ 455,380 to MESD to fund the following:
- viii Delete paragraph C.9.: ~~Rental~~

g) **COMPENSATION** (page 4)

- i First paragraph, first sentence: DJACJ agrees to pay PPS up to and not to exceed ~~\$338,097~~ 312,249 and MESD up to and not to exceed ~~\$441,485~~ 455,380 for performance of those services as described in Section III, "DJACJ Responsibilities."
- ii Second paragraph: Billing Schedule
  - July -September ~~1998~~ 1999
  - October - December ~~1998~~ 1999
  - January - March ~~1999~~ 2000
  - April -June ~~1999~~ 2000

h) **INDEMNIFICATION AND LIABILITY** (page 5)

- i Paragraph B, first sentence: Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, PPS ~~and MESD~~ shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PPS ~~and/or~~ MESD personnel acting pursuant to the terms of this Agreement.



- ii Add paragraph C, to read as follows: Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MESD shall indemnify, defend and hold harmless COUNTY, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MESD personnel acting pursuant to the terms of this Agreement.

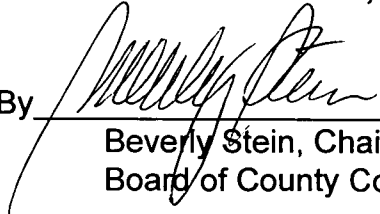
3. The maximum total payment for the **renewal period**, including expenses, shall not exceed **\$767,629**. The allocation of funds to PPS and MESD is described in section III, DCJ Financial Responsibilities, of the agreement.
4. All other terms and conditions of the contract shall remain the same

I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.

PORTLAND SCHOOL DISTRICT NO. 1

MULTNOMAH COUNTY, OREGON

BY: \_\_\_\_\_  
Lynn Ward, Deputy Clerk

By:  \_\_\_\_\_  
Beverly Stein, Chair  
Board of County Commissioners

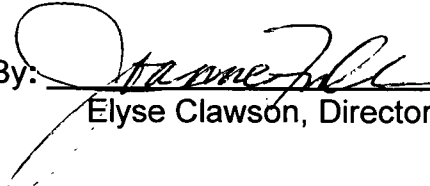
Date: \_\_\_\_\_

Date: July 15, 1999

MULTNOMAH EDUCATION SERVICE  
DISTRICT

DEPARTMENT OF COMMUNITY JUSTICE

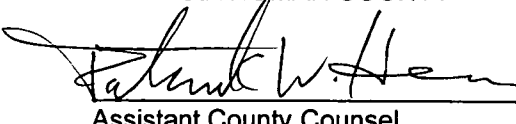
By: \_\_\_\_\_  
Robert B. Ellsperman,  
Deputy Superintendent

By:  \_\_\_\_\_  
Elyse Clawson, Director

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

Date: 7/6/99

Reviewed:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

 7/7/99  
Assistant County Counsel  
APPROVED MULTNOMAH  
BOARD OF COMMISSIONERS  
AGENDA # C-12 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 15 1999  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Results from RESULTS

BOARD BRIEFING:

DATE REQUESTED: July 15, 1999

REQUESTED BY: Lorenzo T. Poe Jr.

AMOUNT OF TIME NEEDED: 10-15 minutes

REGULAR MEETING:

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

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

DEPARTMENT: Community & Family Services DIVISION: N/A

CONTACT: Sue Larsen or Kathleen Saadat

TELEPHONE #: 24421 or 26729

BLDG/ROOM #: 166/7<sup>th</sup> floor

PERSON(S) MAKING PRESENTATION: Nancy Hesselman, et. al.

### ACTION REQUESTED:

☒ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☐ APPROVAL   ☐ OTHER

### SUGGESTED AGENDA TITLE:

Quality Standards for Case Managers serving people with Developmental Disabilities

### SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT

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

*Lorenzo Poe*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL - 1 AM 10:10  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
DEVELOPMENTAL DISABILITIES SERVICES DIVISION  
421 SW 6TH, SUITE 400  
PORTLAND, OREGON 97204-1621  
(503) 248-3658 FAX (503) 248-3648  
TDD (503) 248-3598

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

## **MEMORANDUM**

**To:** Chair Stein  
Commissioner Cruz  
Commissioner Kelley  
Commissioner Linn  
Commissioner Naito

**From:** Nancy Hesselman, Quality and Training Supervisor

**Date:** July 15, 1999

**Subject:** RESULTS Presentation Handout

Attached you will find a copy of a Quality Standards packet, which represents the work of the Developmental Disabilities Services Division in creating quality standards for case management services.

The packet includes a statement of explanation about the standards and the process by which they were developed, a brief summary of the standards, and the complete text of the 20 standards which have been drafted to date.

Although you will note that the standards are in draft form and not yet ready for distribution, we believe that all of the partners who contributed to this process have cause to be proud. Nationally, within the developmental disabilities field, Multnomah County is in the forefront in the creation of these case management quality standards. Further, we believe these standards are the product of RESULTS in action!

Thank you for your support in making our work possible.

**NOT FOR DISTRIBUTION**

**DRAFT**

**MULTNOMAH COUNTY**

**DEVELOPMENTAL DISABILITIES  
SERVICES DIVISION**

**QUALITY STANDARDS**

**Draft 4/16/99**

Multnomah County Department of Community and Family Services  
Developmental Disabilities Services Division

(logo)

(logo)

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## **Introduction**

### **Multnomah County Developmental Disabilities Services Division Quality Standards**

Draft 4/16/99

The mission of Multnomah County Developmental Disabilities Services Division is to promote full inclusion of individuals and families in the community.

County DD staff, especially case managers, are a key link to including individuals and families in community life. Case managers develop good working relationships with each person, the person's family and others who support them. Case managers assist each person and their support team to set and achieve goals, and then provide ongoing support throughout the year as well. It is essential that all case managers have the skills to support people to lead self-directed, satisfying lives.

The Division values case management which treats all people with dignity and respect, assists individuals with choice and self-determination, promotes partnerships between individuals and community supports, and furthers personal growth. Case managers are expected to have personal integrity, to advocate for people's needs, to provide access to services and information, and to work efficiently and with accountability.

In order to move closer to achieving our mission, the Division is in a continual process of improving services. In 1998, the Division began to work toward assuring consistent, high-quality case management services. Focus groups were conducted with more than 70 people - self-advocates, families, providers, community agencies, and Division employees - to find out what people thought about case management services, and what quality case management would look like. Many people said that case managers already delivered quality services, but many also shared concerns or suggestions for improvement as well.

A committee of self-advocates, family members, providers, community agencies, and Division employees reviewed input from the focus groups, and developed quality standards that would result in consistent high-quality case management services throughout the program.

These standards will be reviewed every few years as part of our commitment to assure high quality services for people who use services from Multnomah County Developmental Disabilities Services Division, and promote full inclusion of people in our community.

<p>This Quality Standards report is available in large type or an alternate format upon request. Please contact us at 248-3658, and ask for the Consumer Involvement Coordinator. (TDD 248-3598).</p>
---

**Summary of Quality Standards**  
**Multnomah County Developmental Disabilities Services Division**  
Draft 4/16/99

The standards for quality case management are divided into four areas:

**A. Individual and Family Relations**

***Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.***

1. Initial Meeting - The case manager meets each new individual or family.
2. Knowing the Individual - The case manager gets to know each person through visits with the person at their home or work, and learns what the person likes to do.
3. Working Relationship - The case manager develops and maintains a professional and respectful working relationship with the person and family.
4. Regular Contact - The case manager maintains regular contact with the person.
5. Responsiveness - The case manager returns telephone calls within two days.
6. Changing Case Managers - The case manager conducts a transfer meeting when a new case manager is assigned.

**B. Individual Goals and Plans**

***Case managers facilitate development of an Individual Support Plan, as an effective person-centered process for the person and their support team, to state the person's needs and goals, and to develop steps toward achieving those goals, especially regarding independence, community integration and quality of life.***

1. Individual Support Plans - Every person has a current written individual plan.
2. Developing Plans - The case manager facilitates Individual Support Plan team discussion and decisions, based on the person's needs and goals.
3. Monitoring Plans - The case manager monitors elements of the Individual Support Plan on a schedule set by the Individual Support Plan team.
4. Futures Planning - The case manager actively guides and supports the individual to state their needs and goals, and to plan for their future.

## **C. Ongoing Support**

***Case managers provide ongoing support to assist the person, and family or guardian as appropriate, with needs that arise throughout the year.***

1. Links to Community - The case manager ensures that a person is offered choices of links to the community.
2. Problem Solving - The case manager actively guides and supports the individual and family to make decisions and resolve problems.
3. Managing Risks - The case manager provides information on risks and responsibilities, and supports self-directed decisions unless there is immediate risk.
4. Family Education - The case manager provides education for individuals and families on rights and roles, and mediates as requested with the person and family.

## **D. Employee Skills and Conduct**

***Case managers and other Division staff develop and use their knowledge and skills to support people in the community.***

1. New Employee Training - New employees complete training and an apprenticeship.
2. Ongoing Training - All Division staff attend 20 hours a year of ongoing training.
3. New Employee Supervision - Supervisors meet with each new employee at least weekly during the first three months to discuss progress and evaluate skills.
4. Ongoing Supervision - Supervisors meet with each employee at least every two weeks to ensure skill and resource knowledge levels, and attend to other issues that may arise.
5. Planning and Facilitation Skills - A case manager has good skills in facilitating meetings, person-centered planning, supporting individual decisions, supporting self-direction of services, and assisting people to "think outside the box."
6. Conduct and Ethics - All Division staff comply with Department of Community and Family Services "Rules of Work/Conduct," and Multnomah County "Code of Ethics."



## **A. Individual and Family Relations**

### **A1. Initial Acquaintance**

#### **STANDARD:**

**The case manager meets each new individual or family before conducting an initial Individual Support Plan (ISP) meeting.**

#### **GOAL:**

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

#### **INTENT:**

Case managers need to be as familiar as possible with individuals they serve in order to promote quality of service that is person-centered. The intent is to ensure that the case manager gets to know the individual as soon as possible, beginning at the time a file is assigned to the case manager.

#### **EXAMPLE OF IMPLEMENTATION:**

Case managers schedule formal or informal meetings with individuals, and their families or guardians as appropriate, when a file is assigned.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Progress notes show that the case manager met the individual prior to the first Individual Support Plan meeting.

Consumer feedback shows that the case manager met the individual prior to the initial Individual Support Plan meeting.

## **A2. Knowing the Individual**

### **STANDARD:**

**The case manager gets to know each person through visits with the individual in their own environment, and becomes familiar with the individual's strengths, capacities, and preferences.**

### **GOAL:**

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

### **INTENT:**

In order to promote person-centered services, the case manager should be as familiar as possible with individuals they serve, including significant information about the person's history, and the person's likes and dislikes.

Service quality is enhanced when there is continuity of information over time, maintained by and available to the assigned and back-up case manager.

To understand the individual's needs and suggest ways to help meet these needs, the case manager should know who the individual is, and how they live in their environment. This knowledge provides a baseline against which the case manager can assess change, and thus help ensure the health and safety of the individual.

### **EXAMPLE OF IMPLEMENTATION:**

The case manager asks about and gets to know the individual's preferences (such as about recreation, shopping, leisure, religion, social contact, education or work).

Person-centered planning techniques are used to assist the case manager in getting to know the individual, including significant information about the person's history.

A detailed document, such as modified version of the Essential Lifestyle Plan, or a Letter of Intent, is developed with an individual, and their family as appropriate, to create a record of important information about the individual, including likes and dislikes.

Case managers practice thorough written progress note documentation to record important information about the individual and provide continuity of information.

Case manager teams or "buddy systems" are used as appropriate to promote continuity of information about an individual.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

The file contains important information about the individual's history and preferences.

### **A3. Working Relationship**

#### **STANDARD:**

**The case manager develops and maintains a professional and respectful working relationship with the individual and family.**

#### **GOAL:**

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

#### **INTENT:**

To work well with an individual and their family, the case manager should develop over time an effective working relationship with the individual and family.

#### **EXAMPLE OF IMPLEMENTATION:**

The case manager develops and maintains a working relationship with the individual, which is both professional and warm.

The case manager knows or asks about the individual's level of comfort about personal contact, and respects the individual's limits.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

The individual reports an adequate trust level with the case manager.

## **A4. Regular Contact**

### **STANDARD:**

**The case manager maintains regular contact with the individual.**

### **GOAL:**

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

### **INTENT:**

In order to provide support to the individual to achieve their goals over time, the case manager offers and provides regular contact with the individual.

### **EXAMPLE OF IMPLEMENTATION:**

The case manager negotiates the frequency of contact and type of support with the individual during the annual planning process.

The case manager contacts the individual at least twice a year, unless the file shows a request by the individual for less frequent contact.

The case manager is able to provide more frequent support, up to a brief contact every two weeks, if requested and negotiated with the individual.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Individual Support Plans show the frequency and type of contact negotiated.

Case managers are in contact with individuals no less than twice a year, unless the file shows a request by the individual for less frequent contact.

Individuals report an adequate amount of contact with their case manager.

## A5. Responsiveness

### STANDARD:

**The case manager returns telephone calls within two working days of receiving the call.**

### GOAL:

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

### INTENT:

Timely response to telephone messages acknowledges receipt of the call, conveys to callers that they are valued customers, and ensures that the needs of the individual and family are addressed in a timely manner.

Timely response to other forms of communication are important to assure effective administrative systems and internal communication.

### EXAMPLE OF IMPLEMENTATION:

**Voice Mail:** Case managers update their voice mail greetings daily, to help callers understand when to expect a call back. The voice mail greeting should be clear and concise, and encourage callers to dial "0" if they have an urgent need. Case managers check their voice mail at least once a day, except for days off, and respond to their voice mail messages within 2 days.

Unit supervisors will make arrangements to screen and respond to case manager's voice mail when the case manager is out on leave for more than 5 days.

**Mail and Email:** In order to facilitate responsive paperwork and internal communication, case managers check their mail and electronic mail at least twice a week, in the office during regular business hours.

**Support to be Responsive:** Case management assistants or floater case managers may be asked for help to return telephone calls during a case manager's absence.

### EXAMPLE OF EVIDENCE OF PERFORMANCE:

Progress notes show timely return of telephone calls.

Case manager telephone logs, if used, show timely return of telephone calls.

Consumer feedback shows timely return of telephone calls.

The number of complaints that telephone calls have not been returned in a timely manner decreases, and remains at a low level.

## **A6. Changing Case Managers**

### **STANDARD:**

**Case managers conduct a transfer meeting for each newly assigned individual, when a file is transferred or a new file is assigned.**

### **GOAL:**

*Case managers develop excellent working relationships with the people they serve, so that there is effective communication, and progress toward meeting each person's needs and achieving their goals.*

### **INTENT:**

The case manager should get to know the individual as soon as possible, beginning at the time a file is assigned to the case manager.

A transfer meeting is conducted between the intake worker or prior case manager, and the new case manager, to relay significant information about the individual and their history which may be in the file, or known to the intake worker or prior case manager. This promotes continuity of information with the assigned case manager.

### **EXAMPLE OF IMPLEMENTATION:**

The File Transfer procedure is used, including the transfer meeting.

Procedures are adopted which specify the minimum information to be covered in a transfer meeting.

Procedures are adopted which allow for longer initial orientation periods and slower transitions when many files are transferred between case managers.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Progress notes show that transfer meetings occurred when files were transferred.

## **B. Individual Goals and Plans**

### **B1. Individual Support Plans**

#### **STANDARD:**

**Every person has a current written individualized plan that complies with Oregon Administrative Rule requirements.**

#### **GOAL:**

*Case managers facilitate development of an Individual Support Plan, as an effective person-centered process for the person and their support team, to state the person's needs and goals, and to develop steps toward achieving those goals, especially regarding independence, community integration and quality of life.*

#### **INTENT:**

Oregon Administrative Rules contain specific requirements concerning the content of the Individual Support Plan, the process by which the plan is developed, and the frequency with which that must occur. Multnomah County Special Contract Conditions and Long Term Diversion requirements may also impact what is addressed in an Individual Support Plan. All such expectations will be met or exceeded.

Multnomah County exceeds Oregon Administrative Rule requirements by requiring case managers to support all individuals with an annual Individual Support Plan, regardless of whether or not the individual receives funded services.

#### **EXAMPLE OF IMPLEMENTATION:**

Training and procedures for case managers outline the elements that need to be addressed in an Individual Support Plan.

Case managers develop an annual Individual Support Plan for each individual they serve.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Consumer files show current Individual Support Plans in place.

Individual Support Plans show fully completed documents.

On-site reviews show that Individual Support Plans are in place for all people served, and that the Individual Support Plans are complete, technically accurate, and appropriate to address the needs of the individual.

## **B2. Developing Plans**

### **STANDARD:**

**The case manager effectively facilitates Individual Support Plan (ISP) team discussion and decisions based on the individual's needs and goals.**

### **GOAL:**

*Case managers facilitate development of an Individual Support Plan, as an effective person-centered process for the person and their support team, to state the person's needs and goals, and to develop steps toward achieving those goals, especially regarding independence, community integration and quality of life.*

### **INTENT:**

The planning process involves those people who are important in the individual's life and who the individual chooses to include in the planning process. The case manager facilitates this team to assist the individual to articulate their needs and desires and achieve their goals. Effective Individual Support Planning promotes respectful communication and a sense of partnership among all team members.

The Individual Support Plan is an individualized and person-centered plan, reflecting the needs, desires, and goals of the individual. The plan should include and be built on the preferences of the person, although negotiation or compromise may be necessary to address health, safety, or individual rights, or a family member's wishes.

The resulting plan is a clear contract between the individual receiving services, the case manager, providers (if applicable), and other individuals or agencies. This agreement should identify the objectives to be completed, who is responsible for each particular objective, and timelines for accomplishing each task.

### **EXAMPLE OF IMPLEMENTATION:**

Case managers and providers receive adequate training in Individual Support Plan processes and documents. Case managers receive adequate training in relevant communication skills, including effective facilitation of meetings.

Training is developed and available for individuals and families on goal identification and self-advocacy.

The case manager documents discussion and decisions on all required or pertinent issues in the Plan.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Individual Support Plans show team discussion and development of Plans.

Consumer feedback shows that Plan documents are completed through effective team discussion, and built around the individual's needs, preferences, desires and goals.



### **B3. Monitoring Plans**

#### **STANDARD:**

**The case manager monitors elements of the Individual Support Plan (ISP) on a schedule set by the Individual Support Plan team.**

#### **GOAL:**

*Case managers facilitate development of an Individual Support Plan, as an effective person-centered process for the person and their support team, to state the person's needs and goals, and to develop steps toward achieving those goals, especially regarding independence, community integration and quality of life.*

#### **INTENT:**

Monitoring of the Plan promotes a proactive approach to assisting the individual to achieve their goals, rather than responding primarily to crises. Thorough and consistent monitoring can lead to the ability to provide "in the moment" training rather than allowing problems to develop and become larger over time.

The Individual Support Plan team is in the best position to understand and identify the appropriate type and frequency of monitoring for any given issue. This respects the knowledge and role of the team and allows flexibility to ensure that monitoring is reasonable and effective. Oregon Administrative Rules contain specific requirements concerning monitoring frequency; all such expectations will be met or exceeded.

Monitoring helps ensure that individual health, safety, and rights are protected, so that concerns are identified and intervention occurs in a timely manner. Monitoring can promote stronger partnerships between case managers and service providers, and increase opportunities for technical assistance to support service quality.

#### **EXAMPLE OF IMPLEMENTATION:**

Case managers and providers receive adequate training in appropriate monitoring.

A "tickler" or tracking system is adopted to ensure monitoring is completed as needed and to ensure that issues requiring follow-up action are addressed.

Clearly defined monitoring expectations are adopted, and a monitoring checklist is adopted to provide consistency in monitoring.

Case managers review and respond appropriately to Incident Reports written by providers, or write a report if they observe or have knowledge about concerns.

Case managers and program development specialists review provider service quality through site visits, to identify trends and issues requiring follow-up action.

Case managers, program development specialists, supervisors, and providers work proactively as a team to identify and remedy service quality issues.

### **B.3. Monitoring Plans, continued...**

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Provider staff logs show the case manager has conducted monitoring visits as agreed.

Monitoring checklists in files show that monitoring has been completed as identified.

The number of situations that develop into crisis situations are reduced.

Case managers demonstrate increased understanding of Oregon Administrative Rules and what is needed to comply with the rules.

On-site reviews of service provision show improvement in quality of service provided.

Protective Service reports and Incident Reports show a decrease in the number of alleged rights violations.

## **B4. Futures Planning**

### **STANDARD:**

**The case manager actively guides and supports the individual to articulate their needs and goals, and plan for their future.**

### **GOAL:**

*Case managers facilitate development of an Individual Support Plan, as an effective person-centered process for the person and their support team, to state the person's needs and goals, and to develop steps toward achieving those goals, especially regarding independence, community integration and quality of life.*

### **INTENT:**

The case manager actively supports person-centered planning principles to assist the individual to develop a life plan and long term goals. The case manager facilitates the individual and their support team to identify shorter term goals, develop realistic steps toward those goals, evaluate progress toward goals, and decide on the next steps.

The case manager assists the individual to have as much control over the planning process as is possible for that individual. Plans should be self-determined and services self-directed to the greatest extent possible.

When an individual is not able to speak for themselves, the case manager will find or arrange ways for the individual to direct the process and communicate their goals. Examples are: adaptations, interpreters, a person (such as a guardian or advocate or personal assistant) who assists the individual or speaks for the individual's interests.

### **EXAMPLE OF IMPLEMENTATION:**

The case manager effectively facilitates planning processes and meetings.

The case manager encourages, develops, supports and promotes the individual's rights and ability to state their needs, desires, and preferences, to set their own goals, and to self-direct services, with the support of their team, within existing regulations.

The case manager facilitates person-centered planning when requested, and supports person-centered plans facilitated by others. The case manager assists the individual and others supporting the individual to "think outside the box", access non-traditional services, and develop unique supports to achieve the individual's goals.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Plans show success in developing goals and an action plan to meet those goals.

Files show a variety of traditional and non-traditional services, as well as unique individualized supports, are accessed to achieve the individual's goals.

Individuals report satisfaction with the planning process, and with the resulting plan.

## **C. Ongoing Support**

### **C1. Links to Community**

#### **STANDARD:**

**The case manager ensures that the individual is offered choices of links to the community.**

#### **GOAL:**

*Case managers provide ongoing support to assist the person, and family or guardian as appropriate, with needs that arise throughout the year.*

#### **INTENT:**

Community linkages offer opportunities to develop ongoing social connections. The case manager's role is to help the individual to identify and develop community linkages and primary supports, rather than to provide primary social support to the individual. Arranging community linkages is especially important if there is no one else to advocate for the individual.

#### **EXAMPLE OF IMPLEMENTATION:**

The case manager will try to identify who will facilitate and support the individual's relationships and linkages to the community.

For example, the case manager may work with designated advocates, assist the individual to apply to Self-Directed Supports for assistance to build these relationships, arrange for a church to facilitate and support an individual to attend weekend services, or develop extended family or circle of friends relationships.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Individuals have documented community connections.

Individuals report that their community connections are successful and satisfying.

## **C2. Problem Solving**

### **STANDARD:**

**The case manager actively guides and supports the individual and family to make decisions and resolve problems.**

### **GOAL:**

*Case managers provide ongoing support to assist the person, and family or guardian as appropriate, with needs that arise throughout the year.*

### **INTENT:**

The case manager's role in assisting with decision making is to provide support to the individual, and to their family or guardian, which may include: active listening and support so the individual can self-resolve a problem; doing, or assisting the individual to do, research; identifying resources the individual has or can access; gathering and providing information; facilitating problem solving; coordinating among providers and agencies; and applying triage skills to select the most important priorities.

The case manager is skilled in all these areas, and able to assist individuals to make decisions and resolve problems as they occur.

### **EXAMPLE OF IMPLEMENTATION:**

For example: if an individual needs to obtain a piece of medical equipment, or needs to make medical or treatment decisions, the case manager assists the individual to research, within the individual's ability, the options available, provides any information the case manager has or can access, and supports the individual to make an informed decision.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Progress notes show that the individual's problems are identified and resolved.

Individuals report receiving the support they need to resolve their problems.

### **C3. Managing Risks**

#### **STANDARD:**

**The case manager provides information to the individual on risks, and supports self-directed decisions unless there is immediate risk.**

#### **GOAL:**

*Case managers provide ongoing support to assist the person, and family or guardian as appropriate, with needs that arise throughout the year.*

#### **INTENT:**

In order to help the individual make informed decisions and manage risks associated with their choices, the case manager provides understandable information, discusses options and consequences of each option, and assists the individual to understand related responsibilities. If abuse or neglect are reported or observed, the case manager follows the required rules for reporting abuse and neglect.

#### **EXAMPLE OF IMPLEMENTATION:**

For families with children under age 18, the case manager discusses risks, rights and roles with the parents or guardian, and supports the parents' or guardian's decisions unless this results in an immediate risk to the child.

For adults, the case manager assists the individual, and family or guardian as appropriate, to understand their rights and responsibilities, and to evaluate risks and consequences.

The case manager also discusses roles as related to each individual's situation; for example, explaining the guardian laws to an individual with a guardian, and providing a copy of the guardianship statutes to the guardians so they know the rules.

A checklist of age-appropriate issues that relate to risks and responsibilities would assist case managers to plan the types of discussions to consider for each age group. A triage/response tree can assist case managers in handling difficult situations.

The case manager's role is not to find problems within the home. However, when conflicts or difficulties are observed, the case manager's role is to offer suggestions on better ways to handle and manage situations to meet individual or family needs. The case manager is not a detective or cop, but an advocate, and therefore does not ignore issues of concern about the individual's well being.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Progress notes show evidence of age-appropriate discussion of rights and risks, and of the roles of the individual, their family and others.

Progress notes show appropriate use of a triage/response tree to assess risks.

### **C3. Managing Risks, continued...**

#### **Responding to Individual and Family Risks**

<b>Case Manager's Triage/Response Decision Tree</b>
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##### **A. Situation: Suspected Abuse or Neglect**

The definition is contained in Abuse and Neglect regulations.

1. For a child, call Services for Children and Families hot line to report.  
For an adult, complete a Division Protective Services Intake Form.  
After hours, call "911" to report to Law Enforcement.
2. Inform your supervisor.
3. Document your observations and sequence of actions in progress notes.

##### **B. Situation: Individual or Family Non-Abuse Incident**

The definition is contained in Incident Report instructions.

1. Document your observations and actions in an Incident Report.
2. Inform your supervisor.
3. Your supervisor will forward, or ask you to forward, the Incident Report to Services for Children and Families, or to Adult Protective Services, if warranted.

##### **C. Situation: High Risk Decisions or Liability**

Definition: A case manager is concerned because an individual or family is making decisions with high risks, there is an issue of individual or family financial accountability for public funds, or there is a potential public perception issue.

1. If not immediate or serious, triage on your own or problem-solve with a co-worker or supervisor, and inform your supervisor of the situation.
2. If not resolved, or if immediate and serious, talk with your supervisor about how to proceed.
3. Document your observations and sequence of actions in progress notes.
4. Follow up with the individual, family, provider, or Individual Support Plan team, to develop longer range solutions and/or preventative measures for the future.

## **C4. Family Education**

### **STANDARD:**

**The case manager provides education for both the individual and their family on rights and roles, and assists in mediating as requested between the individual and the family.**

### **GOAL:**

*Case managers provide ongoing support to assist the person, and family or guardian as appropriate, with needs that arise throughout the year.*

### **INTENT:**

Individuals and their families may have different perceptions about the individual's rights and choices, especially as the individual becomes an adult. Information on individual rights and responsibilities, and on age-appropriate decision making, can assist in developing new family roles as an individual gains skills and experience.

### **EXAMPLE OF IMPLEMENTATION:**

For children living with families, especially for older teens, the case manager may provide information about age-appropriate decision making and family roles.

For adults with involved families, the case manager may help the family understand the capabilities and needs of the adult with disabilities, and help the adult understand the parents' rights to establish house rules.

The case manager may assist the individual in negotiating with their family or guardian. Assistance from a second case manager, or another appropriate person, may be requested if both parties would benefit from an advocate in a case where mediation is requested.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Progress notes show appropriate assistance, especially for older teens and adults, in working out roles or conflicts between individuals and their family members.



## **D. Employee Skills and Conduct**

### **D1. New Employee Training**

#### **STANDARD:**

<b>New employees complete both Division training and an apprenticeship program.</b>
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#### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

#### **INTENT:**

New employees are provided with formal training on the Division's systems and the functions of their specific jobs. Initial training will take place during the first three weeks of hiring.

New employees also participate in a structured apprenticeship program, which is supervised and overseen by each unit supervisor. The apprentice program provides new employees with the opportunity to familiarize themselves with job duties and skills through activities such as: observation, formal class settings, videos, and field trips with co-workers.

#### **EXAMPLE OF IMPLEMENTATION:**

A Division training curriculum is completed, covering the following topics in detail: skills necessary to complete the job duties, types of available resources, information on community agencies that work in conjunction with the Division, the Division's internal systems, relationships with others, and job classification responsibilities and regulations.

A Division apprentice program is established to provide new employee with the opportunity to observe a variety of experienced employees within the same job classification perform the following tasks, among others: filling out paper work, preparation for and facilitation of Individual Support Plan meetings, and sharing of resources.

The unit supervisor may use staff meeting training in lieu of some of this training.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

6-month and 1 year (end of probation) performance evaluations for new employees show that skills have been learned and are used to support quality services.

The number of probationary terminations is reduced.

## **D2. Ongoing Training**

### **STANDARD:**

**All Division staff attend 20 hours per year of ongoing training.**

### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

### **INTENT:**

Division staff will be required to attend at least 20 hours of training a year in order to increase their knowledge of job responsibilities, requirements and expectations. Training is developed to provide staff with skills and tools, encourage staff to be responsive to the needs and desires of each individual, and share best practices within their job classification.

Training topics include but are not limited to: skills training, time management, diversity, first aid and CPR, resources, team building, and Individual Support Plans.

The number of hours may be amended depending on how much time the curriculum demands.

NOTE: "Division staff" refers here to all people in the Division. The rationale is that all Division staff at one point or another will deliver services for individuals, and this training will increase their capacity for quality service delivery.

### **EXAMPLE OF IMPLEMENTATION:**

A training curriculum is developed, which encompasses the topics mentioned above.

Division staff are required to attend at least 20 hours of training each year.

Supervisors work with staff to select appropriate training topics.

Annual performance evaluation address the training attended by staff.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Training Attendance Sheets and performance evaluations show that Division staff met this training goal.

Consumer feedback reflects that Division staff have mastered the knowledge required and attained skills in their particular job areas.

### **D3. New Employee Supervision**

#### **STANDARD:**

**Supervisors meet with each new employee at least weekly during the first three months of employment to discuss progress and evaluate the employee's skill level.**

#### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

#### **INTENT:**

With frequently scheduled meetings, new employees and their supervisors are able to monitor and ensure progress of work performance during the initial months of work. Areas for improvement are addressed promptly. By assessing their performance frequently, staff feel confident and encouraged to provide the most effective services possible for individuals. Additional meetings or consultation may also occur as needed.

#### **EXAMPLE OF IMPLEMENTATION:**

Supervisors set a meeting schedule for weekly meetings with each new employee.

Supervisors develop a standard documentation system, which records progress of new staff. This documentation system is completed at each meeting and may be used as back up information in the personnel file at the time of evaluation.

Supervisors use these meetings as a framework for a 6 month preliminary and one year probationary performance review.

**NOTE:** Unit Meetings are not considered individual supervision.

#### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Notes of formal and informal meetings with staff are present in the supervisor's working files.

Probationary staff evaluations are completed and reflect achievement of basic skills.

Staff and supervisors report that frequent individual supervisory meetings have occurred.

## **D4. Ongoing Supervision**

### **STANDARD:**

**Supervisors meet at least every two weeks with each staff member employed longer than three months to ensure skill and resource knowledge levels, and attend to other issues that may arise.**

### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

### **INTENT:**

With regularly scheduled meetings, employees and supervisors are able to monitor and ensure progress of work performance on an ongoing basis. Areas for development and enhancement are addressed. By assessing their performance regularly, staff feel confident and encouraged to provide the most effective services possible for individuals. More senior staff are continually encouraged to master more advanced skills. Additional meetings or consultation may also occur as needed.

### **EXAMPLE OF IMPLEMENTATION:**

Supervisors set a meeting schedule for regular meetings with each employee.

Supervisors develop a standard documentation system, which records progress of staff. This documentation system is completed at each meeting and may be used as back up information in the personnel file at the time of evaluation.

Supervisors use these meetings as a framework for annual performance review.

**NOTE:** Unit meetings are not considered individual supervision.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Notes of formal and informal meetings with staff are present in the supervisor's working files.

Annual staff evaluations are completed and reflect skill enhancement goals and achievements.

Staff and supervisors report that regular individual supervisory meetings have occurred.

## **D5. Planning and Facilitation Skills**

### **STANDARD:**

**The case manager has good skills in supporting and facilitating individualized person-centered planning and decision making, and self-direction of services.**

### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

### **EXAMPLE OF IMPLEMENTATION:**

Case managers have skills in individual-driven planning and person-centered planning, and are able to facilitate different types of planning meetings.

Case managers may facilitate person-centered planning for someone not assigned to them, as a neutral person, or support an individual's request for a 3rd party facilitator.

Case managers have skills and experience to facilitate individuals, families, and others supporting the individual to "think outside the box", to use non-traditional services, and to develop innovative, creative solutions to meet unique individual wants and needs.

Case manager work with others, including non-traditional agencies and individuals, to support an individual to achieve their goals.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

The case manager has received training in current planning and facilitation methods and techniques, such as: person-centered planning, individual self-direction, "thinking outside the box", and use of non-traditional services and supports.

Consumer feedback reflects that the case manager used appropriate planning and facilitation methods, and that the individual is satisfied with the results.

## **D6. Conduct and Ethics**

### **STANDARD:**

**All Division staff comply with Department of Community and Family Services "Rules of Work/Conduct," and Multnomah County "Code of Ethics."**

### **GOAL:**

*Case managers and other Division staff develop and use their knowledge and skills to support people in the community.*

### **INTENT:**

Division staff demonstrate professional conduct at all times during working hours. Supervisors enforce professional standards throughout the Division.

### **EXAMPLE OF IMPLEMENTATION:**

Supervisors assure that staff in their unit know the Department Rules of Work and Conduct, and the County Code of Ethics.

Supervisors monitor compliance with rules and codes through contact with and input from the people the case manager serves, discussion with providers, and regular meetings with case managers.

Supervisors provide additional information, explanation, or training for staff when concerns arise.

If enforcement of these rules becomes necessary, the supervisor follows disciplinary actions stated in the Department's Policy and Procedure book.

### **EXAMPLE OF EVIDENCE OF PERFORMANCE:**

Staff personnel files and performance evaluations show few violations of rules and codes; where concerns have been raised, the files show appropriate investigation, intervention, and re-training of staff.

Consumer feedback reflects that staff comply with the rules and codes.

## **Mission and Values**

### **The Mission of the Developmental Disabilities Services Division is to:**

**Promote full inclusion of individuals and families in the community.**

### **Values:**

Diversity  
Dignity and Respect  
Integrity  
Advocacy  
Choice and Self-Determination  
Individual and Community Partnerships  
Access to Services and Information  
Efficiency and Accountability  
Quality and Cost Effective Services  
Personal Growth

### **Philosophy:**

The implementation of our mission will be driven by a common philosophy of service and a common value-base that includes:

- Promoting independence, dignity and empowerment.
- Involving individuals and communities in decisions that affect them.
- Using the least-intrusive, cost-effective intervention in a people's lives that are appropriate to needs.
- Providing high quality, integrated, timely services with the fewest possible barriers to access.
- Making services and service authorizations as close to the need as possible.
- Encouraging change and innovation to continually make the system responsive to individual, family and community needs.
- Promoting options for individuals.

## Definitions

Abuse - harm of a person as defined by State rules

Adaptation - a way of making a house or a tool work better for someone

Case manager - a person assigned by the Division of Developmental Disabilities to assist an individual with developmental disabilities and their family plan and meet the person's needs and goals

Code of Ethics - Multnomah County regulations for County employees

Department of Community and Family Services (DCFS) - the Multnomah County Department where the Division of Developmental Disabilities Services Division is housed

Division of Developmental Disabilities (DDSD) - the County program that serves people with developmental disabilities and their families

Essential Lifestyle Plan - a type of plan for a person

Facilitate - help a process to work better

Family - the people who are related to the individual, or who the person regards as their family, and who are involved in the person's life; for children under 18, the family has a special role in planning and making decisions for the child

Guardian - a family member or person appointed by the courts to have certain decision-making responsibilities for another person

Goals - long term needs, wants, desires, or plans

Incident Report - a form the case manager completes when an event occurs that causes some concern

Individual - the person with a developmental disability

Individual Support Plan (ISP) - a type of plan required by State rules for many people with developmental disabilities

Individual Support Plan team - the team of people identified by the individual who help with the development of the Individual Support Plan

Letter of Intent - a type of plan that spells out how a person intends that they be supported in the future



## Definitions

Life plan - a type of plan that spells out a person's life goals

Long Term Diversion - funding and services to support a person who is a risk of having to move out of their home to receive the support they need

Neglect - failure to provide care to a person, to care for one's self, as defined by State rules

Non-traditional Services - New or unique services to meet individual needs

Person-centered - means that the planning or the service is centered on the person

Person-Centered Plan - a type of plan that focuses on the person

Personal Assistant - someone who helps the individual with specific needs

Program development specialist - a staff person at the Developmental Disabilities Services Division who monitors service providers and does other tasks

Protective Services - investigation of suspected abuse or neglect, or of an individual's need for special protection due to high risks (for adults receiving case management services, Protective Services are provided by Developmental Disabilities Services Division staff)

Provider - a person or an agency that provides services to or for a person with developmental disabilities

Resources - funding or other ways to get needs met

Rules of Work/Conduct - Department rules for how employees will do their work

Services for Children and Families - a State program that provides Protective Services for children, as well as other services for high-risk children and families

Self-advocate - a person with developmental disabilities who advocates for their own needs and goals

Self-determination - a person with developmental disabilities determining their own goals and plans, with the support of family or others they chose

Self-directed - a person with developmental disabilities directing their supports, as much as is possible given current rules for some services

## Definitions

Self-Directed Supports - a new non-traditional approach to providing supports to individuals and families, which maximizes the individual and family ability to identify the supports they need and direct the services they use

Supports - the services, goods or assistance from others that support a person to meet their needs or achieve their goals

Support team - the family members or others chosen by the individual to assist them to identify, plan and direct their supports

Thinking "outside the box" - looking for new, non-traditional, or unique ways to meet a need or a goal

Transfer meeting - a meeting between the intake worker or prior case manager, and a newly assigned case manager, to share important information

Triage - a way of sorting out the most important thing to do first

Unit supervisor - the supervisor of a group of case managers (a unit)

Voice mail - a way to leave phone messages for a case manager

MEETING DATE: July 15, 1999  
AGENDA #: R-3  
ESTIMATED START TIME: 9:40 AM

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** RESOLUTION Approving Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District

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

**REGULAR MEETING:** DATE REQUESTED: Thursday, July 15, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

**DEPARTMENT:** Non-Departmental **DIVISION:** Chair's Office  
**CONTACT:** Jason Dimen **TELEPHONE #:** 248-3308  
**BLDG/ROOM #:** 106/1515

**PERSON(S) MAKING PRESENTATION:** Cleve Joiner, Assistant Fire Marshal

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

**RESOLUTION Approving Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District**

*7/19/99 copies to Cleve Joiner*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** *Beverly Stein*

(OR)  
DEPARTMENT  
MANAGER:

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL - 7 PM 7:08  
MULTIPLIPLY COUNTY  
OREGON



## **TUALATIN VALLEY FIRE & RESCUE FIRE PREVENTION**

4755 S.W. Griffith Drive • P.O. Box 4755 • Beaverton, OR 97076 • (503) 526-2469 • FAX 526-2538

June 29, 1999

Multnomah County Commission  
Chair Beverly Stein  
C/O Jason Dimen  
1120 S.W. Fifth Avenue  
Suite 1515

BOARD OF  
COUNTY COMMISSIONERS  
JUL - 6 PM 3:39  
MULTNOMAH COUNTY  
OREGON

RE: Tualatin Valley Fire & Rescue Ordinance 99-01

Enclosed please find the Ordinance 99-01 for Tualatin Valley Fire and Rescue.  
In addition enclosed is an analysis of the ordinance that should answer any questions.  
Our district board adopted the ordinance April 27<sup>th</sup> 1999.

If you have further concerns or questions please feel free to call me at (503) 526-2469

Sincerely,

Cleve Joiner  
Assistant Fire Marshal

## **ORDINANCE 99- 01**

### **ANALYSIS OF REVISIONS**

Tualatin Valley Fire & Rescue is an Exempt Jurisdiction. Exempt status indicates that a governmental subdivision, such as TVF&R, has enacted adequate regulations generally conforming to state and national standards concerning fire prevention, fire safety measures and building construction requirements for safety, and also provides reasonable enforcement of its regulations. Because TVF&R meets these requirements, the State Fire Marshal has exempted the District subject to such regulations from the statutes, rules and regulations administered by the State Fire Marshal. Basically this means that TVF&R has resources adequate to provide an equivalent level of fire prevention services that the State Fire Marshal's Office would otherwise provide if TVF&R did not exist.

*This analysis is created in order to explain the provisions included in the adoption of the District's Fire Prevention Ordinance as required to maintain Exemption status.*

#### **SECTION I - ADOPTION OF UNIFORM CODES**

**Part A** - Adopts the 1997 edition (most current) of the Uniform Fire Code (UFC). The UFC is revised and reprinted on a three year cycle by the International Fire Code Institute. It is then amended by the Oregon State Fire Marshal's Office. The state amended version is then further amended by TVF&R and becomes, in this case, Ordinance 99-01. TVF&R is allowed to be more restrictive than the State, but not less restrictive.

**Part B** - Adopts the 1997 edition of the Uniform Fire Code Standards. The Standards are a companion document to the UFC and are therefor necessary to carry out the provisions of the Code. The Standards describe in detail the how-to's of a specific subject, such as UFC Standard 10-1 which states when fire extinguishers are required and also specifies type, size and location, etc.

#### **SECTION II - DEFINITIONS**

This section is comprised of definitions that meet the specific needs of the District. These definitions are adopted because they are not found in the model fire code.

#### **SECTIONS III, IV, V, VI, VII, & VIII - ESTABLISHMENT OF LIMITS**

These six sections are necessary to establish limits for the storage of flammable or combustible liquids, explosives and blasting agents, liquefied petroleum gas, compressed natural gas, cryogenic fluids and hazardous materials as set forth by the District. Each category prescribes special circumstances under which storage may be allowed.

#### **SECTION IX – ENFORCEMENT OF CODE**

This section is new to the Ordinance. It is added to address the growing concern connected with liability with regard to enforcement of the Fire Code. This paragraph, written by the attorney representing the District, is designed to provide discretionary power for those individuals charged with enforcement of the Fire Code. The District can only provide a certain level of service with its current staffing and funding, this section addresses that issue. The intent of the District is to provided the highest level of service with the resources available, however, this requires prioritization of some functions. This new section is intended to relieve the District of the liability of those functions that cannot be accomplished.

#### **SECTION X - AMENDMENTS TO THE UNIFORM FIRE CODE**

**Item 1** - The appendices contained in the Uniform Fire Code cannot be enforced unless specifically adopted. The appendices listed in this section are the ones needed for enforcement of the code, some are not needed and therefore not adopted.

- Item 2** - The UFC calls out certain statutes and regulations that a fire department or district is authorized to enforce. RFPD's such as TVF&R are formed by authority of Oregon Revised Statute, Chapter 478. The amendment to this section adds additional items that an RFPD may regulate as authorized by ORS 478.920 above and beyond those listed in the Fire Code.
- Item 3** - Left as is, this section would require the District to inspect all buildings and premises. Therefore, the word "shall" is changed to "may", because budgetary constraints do not allow for this to happen. This amendment allows for a more flexible approach to inspections based on the degree of hazard for each occupancy. Some low hazard occupancies do not need to be inspected every year and some high hazard occupancies need inspected more than one time a year.
- Item 4** - The word "misdemeanor" is replaced with the phrase "Violation of the Fire Code". ORS 478.930 uses this terminology when referring to an RFPD. This amendment is necessary in order to comply with statutory language regarding RFPDs.
- Item 5** - The District does not adopt the procedures specified in the *Uniform Code for the Abatement of Dangerous Buildings*. The District does not have the authority to require repairs or order destruction of a building, therefore this portion is removed.
- Item 6** - The UFC has an extensive list of items or processes that require a permit. This section is amended to reflect the items or processes for which the District requires a permit. The entire section is deleted and reformatted as per District requirements.
- Item 7** - Model code language does not specify design or layout requirements for No Parking signs, this section specifies the District's requirements.
- Item 8** - Model code language does not specify provisions for fire lane curb and surface marking, this section specifies the District's requirements.
- Item 9** - This section amends the fire apparatus access requirements with regard to residential occupancies, and allows for less restrictive provisions when automatic sprinkler systems are installed.
- Item 10** - Specifies the design, inspection and acceptance requirements for bridge construction to reflect the District's needs.
- Item 11** - The addition of this section gives the Chief the authority to have vehicles towed in the event they are an obstruction to fire suppression efforts. This amendment is necessary because the UFC does not address the authority to have vehicles towed.
- Item 12** - A district SOG requires Knox Box type key boxes on certain buildings. This addition is a copy of the SOG language added to the Ordinance as per a request by the building officials during the adoption process. A Knox Box is a secure box that is placed on the outside of a building and keys for that building are placed inside. TVF&R fire apparatus carry a master key for the box, which allows entry to any building with only a single key.
- Item 13** - Lessens the requirement for fire department water supplies by increasing the threshold distance to 250 feet from 150 feet. Currently the code requires on-site fire hydrants when any portion of a building is in excess of 150 feet from an existing hydrant on a public street. This change loosens that distance to 250 feet. The reason for the less restrictive distance is the current provisions are overkill and sometimes unreasonably costly. The District can function operationally and efficiently at the increased distance.
- Item 14** - UFC fire flow requirements are nonspecific in order to accommodate a broad range of fire departments and fire districts. This amendment expands on model code language by designating fire flow requirements for the District. These requirements are based on calculated fire flows necessary to suppress a fire in any given structure. The District

Board determines the level of fire protection the taxpayers can provide and any requirements beyond that level must be provided by the developer in the form of built-in fire protections systems or etc.

- Item 15** - The UFC requires the installation of fire hydrants, but is very general. This section details the District requirements for distribution and placement of fire hydrants and fire department connections for both commercial and non-commercial structures and meets Insurance Services Office (ISO) requirements for distance to hydrants. (ISO evaluates individual fire districts, and assigns a classification between one and ten that is used by the insurance industry in setting fire insurance rates.) This section has been further modified from Ordinance 96-01 and now prescribes specific language regarding the placement of fire department connections and their associated hydrants for R1 occupancies (apartments).
- Item 16** - This section is amended to correspond with the State Fire Marshal's amendment which permits the use of Class II type ventilating hood as allowed by Oregon Mechanical Code Interpretive Ruling 92-13.
- Item 17** - This section is amended to correspond with the State Fire Marshal's amendment which allows the use of an "approved" type extinguisher rather than a specific type.
- Item 18** - This section is added to address an increasing demand for partial fire alarm systems in buildings that would otherwise not require a fire alarm system. The current code does not address partial systems. The underlying philosophy to this amendment is the premise that "some is better than none". In the past, the District has not allowed a non-required fire alarm system unless it was complete, this amendment allows a building owner to install a system in selected portions of a building. This amendment also assures that partial systems, when installed, will conform to all applicable standards and codes and that they receive appropriate maintenance.
- Item 19** - This section is amended to correspond with the State Fire Marshal's amendment which calls out specific provisions for smoke detectors used in conjunction with patient rooms in institutional occupancies.
- Item 20** - Correlates with item 18 by removing patient rooms from the exception for activation of an audible alarm signal throughout a building.
- Item 21** - This section is amended to correspond with the State Fire Marshal's amendment which redefines the requirements for establishing alarm zones with regard to fire alarm systems. This amendment makes it easier to establish the exact location of the specific device that is sending the alarm signal to the panel.
- Item 22** - This section is amended to correspond with the State Fire Marshal's amendment which establishes limits and standards for the use of portable electric heaters.
- Item 23** - This section is adopted in order to address the growing concerns encompassing the storage and handling of recyclable materials. The language contained in this amendment reflects the cooperative efforts of the Oregon fire service and the recycling industry. A majority of the original draft of this amendment for the 1991 UFC was developed by TVF&R in conjunction with the State Fire Marshal.
- Item 24** - This section is added to alleviate the District of the responsibility of approval and maintenance of written fire and life safety plans in lieu of an area of rescue assistance. An area of rescue assistance is a designated place in a building where handicapped persons are taken during an emergency to await rescue. The building code allows for the area of rescue assistance to be eliminated when a building contains an automatic sprinkler system, but requires a written fire and life safety plan which must be approved and maintained by the fire department. It is the opinion of the Fire Marshal's Office that

an automatic sprinkler system is a sufficient trade-off for an area of rescue assistance without a written fire and life safety plan, which are extremely difficult to maintain. The District's Operational Guideline 300I will serve as the fire and life safety plan. This guideline contains provisions for a systematic search of all buildings during emergency situations.

- Item 25** - The phrase "When required by the Chief" is added because new model code language requires emergency plans and drills for all R-1 (apartment) Occupancies as well as other types of occupancies. This requirement is far from realistic and therefore discretionary language was needed in order to alleviate the District of this responsibility. The District does not want to be charged with requiring emergency plans and fire drills to be conducted at all apartment buildings and various other occupancies.
- Items 26 through 28** - These sections are amended to correspond with the State Fire Marshal's amendments to Article 24. These changes came about as a result of a collaborative effort between the airline industries, Oregon airports and the Oregon Fire Code Committee. These sections address fueling of airplanes – specifically, overwing fueling, bonding and certification of attendants.
- Item 29** - This section is amended to correspond with the State Fire Marshal's amendment which specifies provisions for the use of Class I liquids in basements or pits.
- Items 30 through 34** - These amendments merge the previous Article 53 into Article 45. The entire article 53 was an Oregon amendment regulating the application of organic and thermosetting plastics (basically fiberglass application). The requirements contained in Article 53 are now merged, more appropriately, into Article 45. Article 45 regulates the application of flammable finishes.
- Items 35 & 36** - These amendments merge a portion of the previous Article 53 into Article 51. (see explanation for items 30 through 34)
- Items 37 through 41** - These revisions integrate Appendix II-F (Protected Aboveground Tanks) into the body of the Uniform Fire Code within Article 52 (Motor Vehicle Fuel-Dispensing Stations). These revisions expand the scope of protected aboveground tanks containing flammable or combustible liquids to general storage applications. (A protected aboveground tank is a tank which is provided with protection from physical damage and fire resistive protection). The District has already been allowing the expanded use of protected aboveground tanks by policy prior to this code change. This amendment will appear as model code in the next edition of the Uniform Fire Code and is currently contained in the latest supplement to the 1997 UFC.
- Item 42** - This section is amended to correspond with the State Fire Marshal's amendment which prescribes specific provisions for standpipes, fire department access and water supply and automatic sprinkler systems at piers, wharves and floats.
- Item 43** - This section is amended to correspond with the State Fire Marshal's amendment requiring emergency breakaway devices on compressed natural gas dispenser hoses. Breakaway devices are already required for LPG and gas/diesel dispenser hoses.
- Item 44** - This section is amended to correspond with the State Fire Marshal's amendment which more stringently regulates the filling of liquid oxygen inside of buildings by limiting the amount. This amendment came about as a result of an increasing number of oxygen dependent school-age children who require bottles refilled while at school. The current code allowed a large quantity of liquid oxygen within a school building.
- Items 45 through 47** - Certificates to purchase explosives are regulated by the State Fire Marshal. This amendment reflects the State Fire Marshal's amendments to Article 77. The use of explosives is regulated by the local authority (TVF&R).



- Items 48 through 51** - Pyrotechnics and Fireworks are regulated by the State Fire Marshal. This amendment to Article 78 is necessary in order to stay in line with state regulations, it reflects State Fire Marshal requirements and statutory language governing pyrotechnics and fireworks.
- Item 52** - Model code language requires plans to be submitted to store more than 5,000 gallons of a flammable or combustible liquid in an aboveground tank. This is a very liberal amount and is therefore modified downward by the District to a quantity of "more than 250 gallons". The decrease in the threshold limit is necessary due to the population density of the District and the potential hazard associated with the storage of flammable and combustible liquids.
- Items 53 through 62** - These revisions integrate Appendix II-F (Protected Aboveground Tanks) into the body of the Uniform Fire Code within Article 79 (Flammable and Combustible Liquids). See analysis for items 37 through 41.
- Item 63** - Liquefied petroleum gas is closely regulated by the State Fire Marshal. This section is amended to cite the Oregon Revised Statutes that regulate those individuals licensed to work on or install LP-Gas tanks or vehicles powered by LP-Gas. The District is bound by these statutes and therefore recognizes them in this section.
- Item 64** - This section is amended to reflect the District's requirements for the submittal of fees and plans for installation of LP-Gas containers. An exempt jurisdiction is allowed to require permits for items or processes that the UFC does not address.
- Item 65** - Utility Plants for LP-Gas are not addressed in model code language. They are, however, present within the boundaries of the District and require a permit to operate.
- Item 66** - This section refers to the State Fire Marshal requirements needed to be fulfilled for a person to obtain a gas installation license to install, alter, extend or repair LP-Gas equipment or appliances.
- Item 67** - The amendment to this Footnote is required due to conflicting distance requirements between the UFC and the UFC Standard. This is an oversight by the publishers of the UFC and is also amended by the State Fire Marshal.
- Item 68** - This amendment is a result of a fire Portland Fire Bureau experienced which spread due to the use of a combustible trash chute. These provisions, created by the Portland Fire Bureau, are intended to mitigate the spread of fires due to trash chutes.
- Item 69** - This change correlates with items 37 through 41 and items 53 through 62.
- Item 70** - A new standard added that correlates with item 44.
- Item 71** - This change correlates with items 37 through 41 and 53 through 62.
- Item 72** - These appendices are State Fire Marshal amendments to the UFC. They are adopted by the District because the items regulated in these appendices present unique fire and life safety issues. Appendices must be specifically adopted in order for them to be enforceable.
- Item 73** - Appendix III-A is a companion Appendix to Article 9. This Appendix is used to calculate required fire flows and water supplies for fire suppression. It is modified by the District in order to reflect Standard Operating Guidelines and the specific needs of the District. (See item 14 of this document for additional explanation)
- Item 74** - Appendix III-F is a new appendix added to the Ordinance developed by TVF&R. It requires that a final set of plans for new buildings be submitted to the District for use during pre-fire surveys, creating quick-action plans and other prevention activities. The scope is limited to certain buildings.

## **SECTION XI - PENALTIES**

This section describes the penalties for failure to comply with the provisions of the Ordinance, as authorized by Oregon Revised Statute.

## **SECTION XII - PLAN REVIEW, SUBMITTAL OF PLAN FOR FIRE CODE APPROVAL**

This section specifies the parameters for submittal of plans for approval by the District.

## **SECTION XIII - FIRE CODE BOARD OF APPEALS**

One of the required elements for exemption status is to provide a board of appeals. This board is established in order to address any application for adjustment or variance to the provisions of the Ordinance on a case by case basis.

## **SECTION XIV - REPEAL OF CONFLICTING ORDINANCES**

This section repeals all former Ordinances, or parts thereof, which are conflicting or inconsistent with the provisions of Ordinance 99-01 or of the code or standards adopted.

## **SECTION XV - VALIDITY**

This section validates the remainder of the ordinance in the event any portion is deemed invalid.

## **ATTACHMENTS**

The attachments to the Ordinance are reprints of State Fire Marshal amendments made to the 1997 UFC, with the exception of Appendix III-F, which are adopted by reference within the body of the Ordinance. Appendix III-F was developed by TVF&R.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-150**

Approving Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District

The Multnomah County Board of Commissioners Finds:

- a. Pursuant to ORS Chapter 478, Tualatin Valley Fire and Rescue, a Rural Fire Protection District, (District) adopted a new Fire Code Ordinance 99-01 on April 27, 1999.
- b. A portion of the District lies within the boundaries of Multnomah County.
- c. ORS 478.924 requires that Multnomah County approve the District Ordinance before it can be applied within the boundaries of Multnomah County.

The Multnomah County Board of Commissioners Resolves:

The Board approves the attached Fire Code Ordinance 99-01 for Tualatin Valley Fire and Rescue, a Rural Fire Protection District.

Adopted this 15th day of July, 1999.



REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By Thomas Sponsler  
Thomas Sponsler, County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

# **ORDINANCE 99-01**

**AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR TUALATIN VALLEY FIRE AND RESCUE A RURAL FIRE PROTECTION DISTRICT, PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATIONS, AND REPEALING ORDINANCE 96-01.**

WHEREAS, Tualatin Valley Fire & Rescue A Rural Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and,

WHEREAS, Tualatin Valley Fire and Rescue A Rural Fire Protection District, hereinafter referred to as the District, desires to and finds it necessary to adopt the following regulations to provide minimum fire safety and that a plan for inspections and maintenance will upgrade existing structures, thereby reducing hazards of fire, thus does hereby adopt the following regulations; and now, therefore,

## **IT IS ORDAINED AS FOLLOWS:**

### **TITLE AND FILING:**

This ordinance, including the codes hereby adopted, shall be filed in the record of the District and in the office of Washington, Multnomah, and Clackamas County Clerks and State Fire Marshal's office as prescribed by ORS 478.940. A copy shall be posted at each fire station within the District. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The whole of this ordinance shall be known as the Fire Prevention Code and may be referred to as the Fire Code and shall be enforced by the Fire Marshal's Office created by Ordinance 91-02.

### **SCOPE:**

This Fire Code provides minimum life and fire safety regulations to reduce the hazards of fire, explosion and other perils. The code also protects life and property to a reasonable degree by supplementing laws relating to fire safety and shall apply to existing buildings.

### **SECTION I – ADOPTION OF UNIFORM CODES:**

The following codes are hereby adopted by the District for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Those certain codes and standards known as the:

- A. Uniform Fire Code, 1997 Edition, Volume 1, as published and copyrighted by International Fire Code Institute and International Conference of Building Officials, except as hereinafter amended by this Ordinance.
- B. Uniform Fire Code, 1997 Edition, Volume 2, as published and copyrighted by the International Fire Code Institute and International Conference of Building Officials, except as hereinafter amended by this Ordinance.

## SECTION II – DEFINITIONS:

Definitions set forth in the Uniform Fire Code and Uniform Fire Code Standards are hereby adopted save and except for the following:

- A. Whenever the terms “Administrator”, “Director”, or “Chief” are used, they shall be held to mean the Fire Chief or authorized representative.
- B. Whenever the term “Authorized Representative” is used, it shall be held to mean the person charged with enforcement of the Fire Prevention Code.
- C. Whenever the term “Board of Appeals” is used, it shall be held to mean the Board of Appeals that is provided by the Fire Prevention Code of the District.
- D. Whenever the term “Board of Directors” is used, it shall be held to mean the elected officials of Tualatin Valley Fire and Rescue A Rural Fire Protection District.
- E. Whenever the term “Uniform Building Code” or “Building Code” is used it shall be held to mean the current edition of the State of Oregon *Structural Specialty Code* as adopted by the State Building Codes Division.
- F. Whenever the term “Building Department” is used it shall be held to mean the building department of the city or county of which it is a part thereof.
- G. Whenever the term “Building Official” is used in the Uniform Building Code, Uniform Mechanical Code and ORS Chapter 455, it shall mean the Building Official of the city or county which is a part of this district.
- H. Whenever the term “Chief” or “Chief of the Fire Department” is used, it shall be held to mean the Fire Chief of the District.
- I. Whenever the term “Chief of Police” is used, it shall be held to mean whichever chief of Police or Sheriff has jurisdiction within the geographical area so affected.
- J. Whenever the term “Corporate Counsel” or “City Attorney” or “Attorney” is used, it shall be held to mean the Attorney for the District.
- K. Whenever the term “District” is used, it shall be held to mean Tualatin Valley Fire and Rescue A Rural Fire Protection District.
- L. Whenever the term “Fire Prevention Bureau” is used, it shall be held to mean the Fire Marshal’s Office.
- M. Whenever the term “jurisdiction”, “city”, “county”, “state”, or “municipality” is used, it shall be held to mean the district or the city or county of which this District is a part.
- N. Whenever the term “hazardous vehicle” is used, it shall be held to mean vehicles blocking or obstructing a public or private right-of-way or fire hydrants, or vehicles with leaking fuel tanks or other hazardous materials, or vehicles located in violation of the Fire Prevention Code.
- O. Whenever the term “Primary Tank” is used it shall be held to mean a listed atmospheric tank used to store liquid. See definition for PRIMARY CONTAINMENT.

- P. Whenever the term "Protected Aboveground Tank" is used, it shall be held to mean a listed tank system consisting of a primary tank provided with protection from physical damage, and fire-resistive protection from a high-intensity liquid pool fire exposure. The tank system may provide these protection elements as a unit or may be an assembly of components, or a combination thereof.
- Q. Whenever the term "Uniform Mechanical Code" or "Mechanical Code" is used it shall be held to mean the current edition of the State of Oregon *Mechanical Specialty Code*, as adopted by the State Building Codes Division.
- R. Whenever the term "room" is used, it shall be held to mean a space or area bounded by any obstructions to exit passage which at any time encloses more than 80 percent of the perimeter of the area. In computing the unobstructed perimeter, openings less than 3 feet in clear width and less than 6 feet 8 inches high shall not be considered.

### **SECTION III – ESTABLISHMENT OF LIMITS FOR STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVE GROUND TANK:**

The limits referred to in Section 7902.2.2.1 and 7904.2.5.4.2 of the Uniform Fire Code relating to the storage of Class I and II flammable liquids or combustible liquids in outside aboveground tanks, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions and the District's firefighting capabilities may permit the installation of above ground storage tanks in approved locations.

### **SECTION IV – ESTABLISHMENT OF LIMITS FOR STORAGE OF EXPLOSIVES AND BLASTING AGENTS:**

The limits referred to in Section 7701.7.2 of the Uniform Fire Code, relating to the storage of explosive materials, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions, and the District's firefighting capabilities, may permit the storage of explosives and blasting agents on farms, gravel pits, rock quarries, and other isolated areas.

### **SECTION V – ESTABLISHMENT OF LIMITS FOR STORAGE OF LIQUEFIED PETROLEUM GAS:**

The limits referred to in Section 8204.2 of the Uniform Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or firefighting facilities or topographical conditions, and the District's firefighting capabilities, may permit the installation of liquefied petroleum gas containers in approved locations, and then only when approval has been obtained pursuant to Section 8202 of the Uniform Fire Code.

### **SECTION VI – ESTABLISHMENT OF LIMITS FOR STORAGE OF COMPRESSED NATURAL GAS:**

The limits referred to in Section 5204.5.2 of the Uniform Fire Code in which the storage of compressed natural gas storage is prohibited, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions, and the District's firefighting capabilities, may permit the storage of compressed natural gas in approved locations pursuant to Section 5204.

## **SECTION VII – ESTABLISHMENT OF LIMITS FOR STORAGE OF STATIONARY TANKS OF FLAMMABLE CRYOGENIC FLUIDS:**

The limits referred to in Section 3-1.6 of the Uniform Fire Code Standard 80-3, in which the storage of flammable cryogenic fluids in stationary containers is prohibited, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions, and the District's firefighting capabilities, may permit the storage of flammable cryogenic fluids in stationary containers in approved locations.

## **SECTION VIII – ESTABLISHMENT OF LIMITS FOR STORAGE OF HAZARDOUS MATERIALS:**

The limits referred to in Section 8001.1.1 of the Uniform Fire Code, in which the storage of hazardous materials is prohibited, are hereby established as the limits of the District.

**EXCEPTION:** The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions, and the District's firefighting capabilities, may permit the storage of hazardous materials pursuant to the provisions of Article 80.

## **SECTION IX – ENFORCEMENT OF CODE**

Notwithstanding provisions in the Uniform Fire Code authorizing or requiring inspections of buildings and premises or testing of fire protection systems and equipment, e.g. Sections 103.3.1.1 and 1001.5.2, or provisions providing for enforcement of the Code, such inspections, testing and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. The District recognizes that it has limited financial resources with which to provide fire, rescue and other services and functions and is forced to make public policy decisions as to allocation of District resources. Although the District places a high priority on prevention, inspection and maintenance of fire systems, due to financial limitations, it is the Board's policy to require inspections only so often as necessary to provide a reasonable level of fire and life safety. Accordingly, although the Fire Chief and other individuals charged by the Chief with these activities are encouraged to pursue them, performing such activities, as well as the scope and frequency of such activities, shall be within the discretion of the Fire Chief. It is the intention of the District to make clear that the District's duty to perform the inspections and testing, or to take enforcement actions, as set forth in the Code is limited to providing a reasonable level of fire and life safety. Such actions are discretionary.

## **SECTION X – AMENDMENTS MADE IN THE UNIFORM FIRE CODE:**

The 1997 Edition of the Uniform Fire Code is amended and changed in the following respects:

1. Section 101.8.1 is added and specifically adopts the appendices listed below:

The provisions of the following appendices are adopted as part of this code. I-C, I-D, I-E, I-F, I-G, II-A, II-B, II-C, II-D, II-I, II-J, II-K, III-A, III-C, III-F, IV-A, V-A, V-B, VI-A, and VI-F.

2. Section 103.2.1.1 is amended by deleting the word "and" at the end of number 7, adding a comma to the end of number 8, and adding the following:
9. The adequacy of means of approach to buildings and structures by mobile fire apparatus and firefighting personnel,

10. Providing firefighting water supplies and fire detection and suppression apparatus adequate for the protection of buildings and structures,
11. Issuance of permits before burning trash or waste material, and
12. Inspection of premises by officers designated by the Chief and requiring removal of fire and life safety hazards found on premises at such inspections.

3. Section 103.3.1.1 is amended by replacing the word "shall" with "may" in the first sentence.

4. Section 103.4.4 is amended by replacing the word "misdemeanor" with "violation of the Fire Code (see ORS 478.930 and 478.990)."

5. Section 103.4.5 is amended by deleting the last sentence of the section, as follows:

"See the procedure specified in Chapters 4 through 9 of the *Uniform Code for the Abatement of Dangerous Buildings*."

6. Section 105.8 is amended by deleting all permits, except the following:

c.2. Carnivals and fairs

e.1. Explosives or blasting agents

f.3 is amended as follows: Delete entire section except the following:

6. To install, alter, remove, abandon, place temporarily out of service or otherwise dispose of a flammable or combustible liquid tank.

h.4 Haunted Houses

i.1 Liquefied petroleum gases

p.3 Pyrotechnical special effects material

t.1 Tents, canopies and temporary membrane structures

7. Section 901.4.5.1 is added as follows:

**901.4.5.1 No Parking Signs.**

1. Signs shall read "NO PARKING - FIRE LANE - TOW AWAY ZONE, ORS 98.810 to 98.812".
2. Vertical no parking signs shall be mounted with a clear space above ground level of 7 feet high.
3. Vertical no parking signs shall be 12 inches wide by 18 inches high. Signs shall have red or black letters and border on a white background.

8. Section 901.4.5.2 is added as follows:

**901.4.5.2 Curb and Surface Marking.** Fire access roads and curbs shall be painted red or yellow and be posted "No Parking Fire Lane" at each 25 feet. Lettering shall be white on the red background or



black on yellow background and shall have a stroke of 1-inch wide by 6-inches high. Roadway driving surfaces, at the discretion of the chief, shall be painted with 6-inch diagonal striping. The color of striping shall be red or yellow against a high contrast background.

**9. Section 902.2.1 is amended by adding the following:**

Twenty-five or more dwelling units shall have not less than two or more approved fire apparatus access roadways.

**Exception:** 1. When Group R, Division 1 Occupancies are provided with automatic sprinkler protection in accordance with UBC Standard 9-1 or 9-3 a single access may be provided when approved by the chief. All other provisions for fire apparatus access roadways shall be complied with as specified herein.

2. When Group R, Division 3 Occupancies are provided with automatic sprinkler protection in accordance with National Fire Protection Association Standard 13D, 1996 Edition, a single access may be provided when approved by the chief.

**10. Section 902.2.2.5 is amended to read as follows:**

**902.2.2.5 Bridges.** Private bridges on required fire apparatus access roadways shall be designed and constructed in accordance with the State of Oregon Department of Transportation and American Association of State Highway and Transportation Officials Standards. Design load shall conform with HS-25 or greater. The design and specifications for bridges shall be prepared by a State of Oregon registered professional engineer. A building permit shall be obtained for the construction of the bridge when required by the building official. The design engineer shall prepare a special inspection and structural observation program for approval by the building official when a permit is required or approval by the fire chief when a permit is not required. The design engineer shall give, in writing, final approval of the bridge to the fire department after construction is completed. Maintenance of the bridge shall be the responsibility of the party(ies) that use the bridge for access to their property(ies). The fire district may at any time, for due cause, ask that a registered engineer inspect the bridge for structural stability and soundness at the expense of the property owner(s) the bridge serves.

**11. Section 902.2.4.1 is amended by adding the following to the end of the section:**

The chief may order any vehicle to be removed which is in violation of the Uniform Fire Code and/or is an obstruction to suppression of fire. If the vehicle is left unattended, the chief may cause the vehicle to be towed with all expenses incurred by the owner.

**12. Section 902.4.1 through 902.4.4 are added as follows:**

**902.4.1 Required Key Boxes.** Key boxes shall be installed on buildings and structures if:

1. an elevator is installed;
2. if equipped with an automatic fire extinguishing system;
3. if equipped with a fire alarm system; or,
4. if, access is restricted due to security arrangements.

**Exception:** Buildings and structures open and supervised twenty-four hours a day, seven days a week or constantly attended.

**902.4.2 Key Box Mounting Location.** Key boxes shall be installed within twenty feet of the main entrance (address entrance). The bottom of the key box shall not be less than eight feet nor more than ten feet above the walking surface unless approved by the Chief or authorized representative.

**Exceptions:** 1. In multi-tenant buildings (each with their own outside entrance) the key box shall be located at the door that will best and most easily gain access to automatic sprinkler system controls, alarm system controls, etc.

2. For other configurations, the Fire Marshal's Office shall be contacted for installation instructions.

**902.4.3 Key Box Contents.** Key boxes shall contain the following:

1. building or structure keys;
2. gate key;
3. elevator recall key;
4. elevator door key;
5. alarm systems keys and operation instructions;
6. automatic fire extinguishing system control valve keys.

and may contain the following:

1. emergency personnel contact numbers;
2. hazardous materials safety data sheets

**902.4.3.1 Labeling.** All keys shall be labeled as to their use, i.e., main entrance, alarm control panel, sprinkler room door, etc.

**902.4.4 Key Box Size.** The size of the key box shall be sufficient to contain all necessary keys and/or equipment.

13. Section 903.2 is amended by replacing the prescribed distance of 150 feet with a distance of 250 feet.

14. Sections 903.3 through 903.3.2 are amended and added as follows:

**903.3 Required Fire Flow:** No building shall be constructed, altered, enlarged, moved, or repaired in a manner that by reason of size, type of construction, number of stories, occupancy, or any combination thereof creates a need for a fire flow in excess of 3,000 gallons per minute at 20 pounds per square inch residual pressure, or exceeds the available fire flow at the site of the structure. The requirements for determining fire flow for all buildings are as set forth in Uniform Fire Code, Appendix III-A, in areas with municipally developed water supplies; For rural areas where no municipally developed water supply is available, see the National Fire Protection Association (NFPA) Standard 1231, 1993 Edition, *Standard on Water Supplies for Suburban and Rural Firefighting*, which is hereby adopted and by this reference becomes a part of this ordinance.

**EXCEPTION:** Fire flow requirements in excess of 3,000 gallons per minute may be allowed if, in the opinion of the chief, all reasonable methods of reducing the fire flow have been included within the development and no unusual hazard to life and property exists.

Existing buildings that require a fire flow in excess of 3,000 gallons per minute are not required to comply with the fire flow requirements of this section. However, changes in occupancies or the character of occupancies, alterations, additions or repairs shall not further increase the required fire flow for buildings.

**903.3.1 Rural Water Supply:** Outside of the boundaries of a municipal type water supply, the water supply for firefighting shall be provided in accordance with NFPA 1231.

Commercial occupancies shall be equipped with a smoke alarm system installed in accordance with UFC Standard 10-2 and supervised by an approved remote central station.

**Note:** Credit for installation of alarm systems as specified in Appendix III-A is not applicable to this section.

**EXCEPTIONS:** 1. In other than the occupancies listed in ORS 479.010(I)(i), where in the opinion of the chief the loss of a structure would not incur substantial impact on the community financially, commercial occupancies shall be equipped with a smoke detection system installed throughout complying with Uniform Fire Code Standard 10-2 and 10-3 that is monitored by a remote central station which has been approved by the chief.

2. When there are not more than one each, Group R, Division 3 and Group U occupancies or agricultural building, as defined by ORS 455.315, on a single parcel of not less than one acre, the requirements of this section may be modified provided, the Group R, Division 3 occupancy does not require a fire flow in excess of 1500 gpm (based on NFPA Standard 1231) and in the opinion of the chief, firefighting or rescue operations would not be impaired.

3. When smoke detection would produce adverse or false alarms, upon judgment of the chief, fixed temperature or rate of rise heat detection may be substituted.

**903.3.2 Municipal or Public Water Supply:** An approved water supply for areas inside water districts or municipally developed water supplies (private or public) capable of supplying required fire flow for fire protection shall be provided to all premises upon which buildings are moved or portions of buildings are hereafter constructed.

**EXCEPTION:** Exceptions #1 and #2 of Section 903.3.1 may be applied to Section 903.3.2.

**15. Section 903.4.2.1 through 903.4.2.5 are added as follows:**

**903.4.2.1 Commercial Buildings.** Fire hydrants shall be located so that no portion of the exterior of a commercial building is more than 250 feet from a fire hydrant as measured in an approved manner around the outside of the structure and along the approved route of travel accessible to fire apparatus. The minimum number of hydrants shall be determined by dividing the required fire flow by 1500 gallons per minute prior to giving credit for fire protection systems in Appendix III-A. When the above calculation results in a fraction of a hydrant equal to or greater than .5 the next larger whole number of hydrants shall be used. The minimum number of hydrants for a structure shall not be less than 2.

**EXCEPTIONS:** (1) When such buildings are protected throughout with an approved automatic fire extinguishing system, the chief may allow variations up to a maximum of 500 feet, provided adequate protection is maintained.

(2) Temporary and portable structures used at construction sites when both the following conditions are provided;

A. When the structures are not less than 40 feet from the primary structure(s) under construction or buildings on adjacent properties.

B. When the combined areas of the temporary portable structures are not greater than 2,500 square feet in size. Areas of structures may be considered as separate when there is 40 feet or more between each group of buildings. The square footage of cargo containers shall also be included in the area.

**903.4.2.1.1** The following shall be considered when evaluating the numbers of fire hydrants for a structure.

1. Existing hydrants in the area may be used to meet the required number of hydrants; however, hydrants that are over 500 feet away from the nearest point of the subject building shall not be considered to contribute to the required number of hydrants.
2. Hydrants that are separated from the subject building by railroad tracks shall not contribute to the required number of hydrants.
3. Hydrants that are separated by divided highway, freeway or heavily traveled collector streets shall not contribute to the required number of hydrants.
4. Hydrants that are accessible only by a bridge shall be acceptable to contribute to the required number of hydrants only if approved by the chief.
5. Private hydrants or public hydrants that are on adjacent private property shall not contribute to the required number of hydrants for the subject property.

**Exception:** The use of hydrants located on other private property may be considered if their locations and access are encumbered in a legal document (such as a deed restriction) by the owners of the involved parcels of property. The encumbrance may be lifted only after approval of the chief on behalf of the fire department and any other governmental agencies that may require approval.

6. When evaluating the placement of hydrants at apartment or industrial complexes the first hydrant(s) to be placed shall be at the primary access and any secondary access to the site. After these hydrants have been placed other hydrants shall be sited to meet the above requirements for spacing and minimum numbers of hydrants.

**903.4.2.2 Non-Commercial Buildings.** Unless otherwise approved by the chief, fire hydrants shall be placed at each intersection. Intermediate hydrants are required when the distance to any part of a non-commercial building exceeds 500 feet as measured in an approved manner around the outside of the structure and along a route of travel accessible to fire apparatus.

**Note:** For the purpose of Section 903, a "commercial building" means a building used for other than Group R Division 3 (when built as one or two family dwellings), Group U, or agricultural occupancies as defined in the Building Code.

**903.4.2.3 Fire Department Connection Pressurized Hydrants.** Fire hydrants on private water mains that are required to be pressurized by a fire department connection shall not be considered to contribute to the requirements of Section 903.4.2.2 unless approved by the chief.

**903.4.2.4 Fire Hydrant Distance from Driving Surface.** Fire hydrants shall be placed not more than 15 feet from an approved access roadway unless specifically approved by the chief.

**903.4.2.5 Fire Department Connections.** Fire department connection(s) shall not be attached to the protected structure unless approved by the chief. Each building shall be provided with its own fire department connection unless approved by the Chief. Fire department connection(s) shall be located within 70 feet (21 336 mm) of a fire hydrant.

**Exception:** Fire department connections (fdc) may be placed on buildings classified as Group R, Division 1 Occupancies, not more than 4 stories in height, and used exclusively for dwellings with or without attached private garages for the storage of pleasure automobiles, provided all of the following conditions are fulfilled.

1. There shall not be more than 70 feet from the driving surface of an approved access roadway to the fdc. This measurement shall be made along an unobstructed, 3 foot wide, approved access walkway. Oregon Structural Specialty Code, Chapter 10 shall be used to determine the provisions of an approved access walkway.
2. A fire hydrant shall be located not more than 500 feet from the fdc. The measurement shall include the 70 feet in item 1.

3. The fire hydrant shall be placed on the same side of the access roadway as the fdc unless there is at least one additional approach to the building by an approved access roadway.
4. Fire department connections shall be located on buildings so that they are at an easily accessible location and no closer than 3 feet to a building opening.
5. There shall be a fire alarm signaling device in the form of a horn/strobe located not less than 8 feet above grade directly over the fdc(s).

16. Section 1006.1 is amended by adding the following exception:

**EXCEPTION:** Oregon Mechanical Code Interpretive Ruling 92-13 provides when equipment is limited to a maximum of two domestic ranges in locations such as churches, lodge halls, employee kitchens and similar occupancies where cooking practices are limited to infrequent cooking of meals and/or reheating of limited quantities of foodstuffs which as performed does not create grease - laden vapor, a Class II ventilating hood may be installed in accordance with the Mechanical Code.

**NOTE:** The use of this exception may be revoked by the chief or building official for due cause requiring the installation of a Type I hood.

17. Section 1006.2.7 is amended as follows:

**1006.2.7 Portable fire extinguishers.** An approved portable fire extinguisher having a minimum rating of 40-B shall be installed within 30 feet (9144 mm) of commercial food heat-processing equipment, as measured along an unobstructed path of travel, in accordance with UFC Standard 10-1.

18. Section 1007.2.1.1.1 is added as follows:

**1007.2.1.1.1 Non-required fire alarm systems (NFAS).** Non-required fire alarm systems may be installed as follows:

1. Applicants shall be required to obtain a building permit for a NFAS, which will require a plan review and approval.
2. The NFAS shall be installed in accordance with UFC Standard 10-2 and any manufacturers specifications throughout the room or area.
3. There shall be a single fire alarm panel serving an NFAS. The fire alarm panel shall be capable of serving a complete fire alarm system installed in accordance with UFC Standard 10-2.
4. If a required fire alarm system (RFAS) is installed, a NFAS system, when installed, must be connected to the RFAS for notification purposes. The connection shall be compatible and compliant with all applicable and recognized standards.
5. Property/building owners shall assure that the NFAS is maintained and operates with the RFAS, if present, as one system to all applicable and recognized standards.
6. If at any time the NFAS is not installed to recognized standards, fails testing, or is not maintained, it will be deemed non-compliant and in violation of the Fire Code. If the NFAS is not installed to recognized standards, fails testing, or is not maintained as part of the RFAS, both will be deemed non-compliant and in violation of the Fire Code.
7. Removal of an existing NFAS requires prior approval from the Fire Marshal. Disconnecting an NFAS is prohibited.

19. Section 1007.2.7.1.2 is amended to read as follows:

**1007.2.7.1.2 Patient room smoke detectors.** Approved smoke detectors shall be installed in patient sleeping rooms of hospital and nursing homes and shall be intertied with the building fire alarm system. Actuation of such detectors shall cause a visual display on the corridor side of the room in which the detector is located, cause an audible and visual alarm at the respective nurses' station and shall initiate a signal to an approved remote central station. When smoke detectors and related devices are combined with a nursing call system, the nursing call system shall be listed for the intended combined use.

**20. Section 1007.3.3.3.1** is amended by adding an exception as follows:

**EXCEPTION:** Single-station detectors in dwelling units, rooms used for sleeping purposes in hotel and lodging houses.

**21. Section 1007.3.3.7** is amended to read as follows:

**1007.3.3.7 Annunciation.** Fire alarm systems shall be divided into alarm zones when required by the chief. When two or more alarm zones are required, fire protection signaling systems shall be divided into zones to assist in determining the fire location. The annunciation of all zones and device identification shall be on electrically supervised initiating circuits to the main fire alarm control panel. Alarm, supervisory and trouble signals shall be annunciated in the main control panel and in any required remote annunciator panels by means of an audible signal and a visual display. Such annunciation shall indicate the building, floor, zone or other designated area from which the alarm or trouble signal originated. For the purpose of annunciation, zoning shall be in accordance with the following:

1. When the fire-protective signaling system serves more than one building, each building shall be considered as a separate zone.
2. Each floor of a building shall be considered as a separate zone.
3. Each section of floor of a building that is separated by area separation walls or by horizontal exits shall be considered as a separate zone.
4. Annunciation shall be further divided into zones where deemed necessary by the authority having jurisdiction.
5. Identification of the type of alarm, initiating devices such as manual, automatic, sprinkler water flow, sprinkler supervisory switches, etc., shall be separately indicated on electrically supervised initiating circuits to the main fire alarm control unit.

**22. Section 1107.1** is amended by adding the following subsections:

1. The use of portable electric heaters and fuel fired space heaters in Groups I and SR Occupancies is prohibited.
2. All portable electric heating devices shall have a high-temperature limiting device and a tip-over switch. Use of unvented fuel fired space heaters shall be approved by the Chief.

**23. Article 11** is amended by adding Section 1114, Collection and Storage of Combustible, Recyclable Materials, to read the same as the State Fire Marshal's amendment to the Uniform Fire Code. (see attachment #1 to this Ordinance)

**24. Section 1303.1.1** is added as follows:

**1303.1.1 Area of rescue assistance.** When the Exceptions to Section 1107.1 of the Oregon Structural Specialty Code are utilized in order to omit an area of rescue assistance, the District's operational guideline 300I shall serve as the approved written fire and life safety plan.

25. Article 13 is amended by adding "When required by the Chief," to the beginning of Section 1303.3.1. (The remainder of Section 1303.3.1 remains the same.)

26. Section 2402.3 is amended by adding an exception as follows:

**EXCEPTION:** In lieu of an issued identification card, the employer shall make available to the inspector the training and/or certification file on each qualified fuel operator. This file shall contain all information pertinent to the individual's certification to operate aircraft-refueler units.

27. Section 2402.8.2 is amended by adding an exception as follows:

**EXCEPTION:** When the fueling equipment is bonded to the aircraft by use of a cable providing a conductive path to equalize potential between the two, a separate wire to ground will not be required.

28. Section 2402.8.3 is amended by adding an exception (2) as follows:

2. For overwing fueling, the person stationed at the fuel pumping equipment shall not be required when: the person at the dispensing device is within 75 feet (22.8 M) of the emergency shutoff device, and is not on the wing of the aircraft during fuel transfer, and the dispensing line does not exceed 50 feet (15.24M) in length.

29. Section 2902.5.1 is amended by adding the following sentence to the end of the paragraph:

"and electrical and fuel-burning equipment shall comply with Sections 5202.6, 5202.7.2 and 7904.4."

30. Section 4501.2.1 is amended by adding the following:

**4501.2.1 General;** For definitions of **SPRAY BOOTH**, **SPRAYING AREA** and **SPRAYING ROOM**, see Article 2

**4501.2.2 Limited application.** For the purpose of Article 45, certain terms are defined as follows: **MANUFACTURING AREA** is any location used in the fabrication or assembly of materials utilizing polymerization.

**OVERCHOP** is the residue that accumulates from the normal chopper-gun operation during the manufacturing processes.

**THERMOSETTING PLASTIC** is a plastic that, after having been cured by heat or other means, is substantially infusible and insoluble.

31. Section 4502.3.3 is amended to read as follows:

**4502.3.3 Filter disposal.** Discarded filter pads shall be immediately placed in a non-combustible container with a tightfitting lid and disposed of in accordance with hazardous materials waste regulations.

32. Sections 4506 and 4506.1 are amended as follows:

**Section 4506 — ORGANIC PEROXIDES AND DUAL-COMPONENT COATINGS AND THERMOSETTING PLASTICS.**

**4506.1 General.** Areas containing manufacturing operations producing thermosetting plastics using hazardous materials similar to those listed in Table 4506-A shall be in accordance with this article. Such operations include, but are not limited to, hand lay, spray-up, resin, transfer moulding, bag moulding, filament winding, centrifugal casting, continuous laminating and casting.

33. Section 4506.1.4 is amended by adding the following to the end of the paragraph:

Catalyzed resins and overchop residues shall conform to the following:

**1. Catalyzed resins.** Excess catalyzed resin shall be disposed of in open topped noncombustible containers provided with noncombustible bar screens, large mesh wire screens or other means to support individual containers through which surplus catalyzed resin can be poured and upon which other containers can be placed. The containers for disposed resin shall contain water at least 2 inches (51 mm) deep into which the excess resin shall be poured and allowed to cure.

**2. Overchop.** Paper polyethylene film or similar materials shall be used to cover exposed surfaces of the walls and floor in areas where chopper guns are used to allow build-up of overchop to be readily removed. When the accumulation depth of over-chop has reached an average thickness of 2 inches (51 mm) in the manufacturing area, it shall be disposed of after a minimum of four hours curing.

34. Article 45 is amended by adding Table 4506-A as follows:

**TABLE 4506-A-CLASSIFICATION OF  
TYPICAL HAZARDOUS MATERIALS USED IN  
THERMOSETTING PLASTIC  
MANUFACTURING OPERATIONS  
REGULATED BY ARTICLE 45.**

MATERIAL	HAZARD CLASSIFICATION
Acetone	FLI-B-IRR
MEK P/9% A/ODMP	OPIII, CLII-B, OHH, IRR
MEK P/9% AO/Glycols	OPIV, CLII-B, OHH, IRR
MEK P/5.5% AO/DMP	OPIV, CLII-B, OHH, IRR
Polyester resin	FLI-C, FRR, OHH, URI OR UR2
Vinyl ester resin	FLI-C, IRR, OHH, URI OR UR2
Styrene monomer	FLI-C, IRR, OHH, UR2

The Unstable Reactive nature of resins containing styrene monomer may be Class 1 or Class 2 depending on the concentration of styrene. Concentrations of styrene including but not limited to concentrations of 45 & have been demonstrated to possess Class 2 hazards. Testing by a qualified testing laboratory may be used as a means to identify the hazard of the specific formulations in storage or use.



**KEY:**

FLI-B = Flammable liquid, Class I-B  
CLIII-B = Combustible liquid Class III-B  
OPIV = Organic Peroxide, Class IV  
OHH = Other health hazard  
UR2= Unstable reactive, Class 2  
AO = Active Oxygen

FLI-C = Flammable liquid, Class I-C  
OPIII = Organic Peroxide, Class III  
IRR = Irritant  
UR1 = Unstable reactive, Class 1  
MEKP = Methyl ethyl ketone, peroxide  
DMP = Dimethyl Phthalate

*\* depending on styrene content*

35. Section 5001 is amended by adding "See Article 45 for Thermosetting Plastics" to the end of the sentence.
36. Section 5101.10.4.3.1 is amended by revising the last sentence to read, "The requirements of Section 8003.3.1.6. shall also apply".
37. Section 5201.2 is amended by adding the terms "Primary Tank" and "Protected Aboveground Tank" to the list of definitions.
38. Section 5201.3.2 is amended to read as follows:

**1. Flammable and Combustible Liquids:** Type and design of underground and aboveground liquid storage tanks; quantity and types of liquids to be stored; location and design of the fuel dispensers and dispenser nozzles; distances from tanks dispensers to tanks, property lines and buildings; vehicle access; fire appliances; vehicle impact protection; method of storage and dispensing; over-fill protection; spill containment; vents; vapor recovery; other equipment and accessories; seismic design in accordance with the Building Code; secondary containment; design and specifications for related piping, valves and fittings; location and classification of electrical equipment, including emergency fuel shutdown devices; specifications for fuel storage and venting components; and other information as required by the chief.

39. Section 5202.3.1 is amended to read as follows:

**5202.3.1 General.** Class I, II and III-A liquids shall be stored in closed containers, in tanks located underground, in special enclosures in accordance with Section 5202.3.6 or, when approved, in protected aboveground tanks in accordance with Section 5202.3.7. See also Appendix II-K.

For locations where aboveground tanks are prohibited, see Section 7902.2.2.1.

40. Section 5202.3.7 through Table 5202.3.7-A are amended to read as follows: (renumber remaining sections)

**5202.3.7 Protected aboveground tanks.** When approved, the storage and dispensing of motor fuels into the fuel tanks of motor vehicles from protected aboveground tanks located outside buildings are allowed in accordance with this section and Section 7902.1.9.

**5202.3.7.1 Size.** Primary tanks of protected aboveground tanks shall not exceed a 12,000-gallon (45 425 L) individual or 48,000-gallon (181 700 L) aggregate capacity. Tank installations having the maximum allowable aggregate capacity shall be separated from other installations of protected aboveground tanks by not less than 100 feet (30 480 mm).

**5202.3.7.2 Separation distances.** A protected aboveground tank shall be separated from property lines, important buildings, public ways and other tanks in accordance with Table 5202.3.7-A.

**5202.3.7.3 Dispensing Devices.** Dispensing devices are allowed to be installed on top of or immediately adjacent to protected aboveground tanks.

**5202.3.7.4 Signs.** Warning signs and identification signs shall be installed to clearly identify the hazards. The design of such signs shall be in accordance with Sections 5201.8 and 7901.9. Conspicuous signs prohibiting simultaneous tank filling and fuel dispensing shall be posted.

**TABLE 5202.3.7-A – MINIMUM SEPARATION REQUIREMENTS FOR PROTECTED ABOVEGROUND TANKS**

<b>INDIVIDUAL TANK CAPACITY gallons (liters)</b>	<b>MINIMUM DISTANCE FROM PROPERTY LINE THAT IS OR CAN BE BUILD UPON, INCLUDING THE OPPOSITE SIDE OF A PUBLIC WAY feet (mm)</b>	<b>MINIMUM DISTANCE FROM THE NEAREST SIDE OF ANY PUBLIC WAY OR FROM THE NEAREST IMPORTANT BUILDING ON THE SAME PROPERTY feet (mm)</b>	<b>MINIMUM DISTANCE BETWEEN TANKS feet (mm)</b>
Less than or equal to 6,000 (22 712)	15 (4572)	5 (1524)	3 (914)
Greater than 6,000 (22 712)	25 (7620)	15 (4572)	3 (914)

41. Section 5202.4.1 is amended by adding the following sentence to the end of the paragraph, “or, when approved, such tanks are protected aboveground tanks meeting the requirements of Section 5202.3.7. See also Appendix II-K”.

42. Sections 5202.11.6.1 through 5202.11.6.1.2 are amended to read as follows:

**5202.11.6.1 Standpipes.** Piers, wharves and floats at marine motor vehicle fuel-dispensing stations with any portion in excess of 250 feet (76 200 mm) from fire apparatus shall be equipped with an approved wet standpipe system installed in accordance with Article 10.

**EXCEPTION;** Waterlines shall normally be dry where subject to freezing temperatures.

Hose stations shall be spaced to provide protection to any portion of docks, piers, wharves or floating craft. Hose stations shall be labeled FIRE HOSE EMERGENCY USE ONLY. Tests and valving shall be approved by the chief.

**5202.11.6.1.1 Access and water supply.** Piers and wharves shall be provided with fire apparatus access roads and water supply systems. Access roads shall be maintained in accordance with Section 902.2. Water supply systems shall be in the form of on-site fire hydrants or as required by the chief.

**5202.11.6.1.2 Sprinkler system.** Piers and wharves shall be installed with an automatic sprinkler system when required by the Building Code.

43. Section 5204.9.2 is added as follows:

**5204.9.2 Emergency breakaway devices.** Dispenser hose for compressed natural gas dispensing system for containers or vehicle resales shall be equipped with a listed emergency breakaway device designed to retain liquid and vapor on both sides of a breakaway point. Such devices shall be installed and maintained in accordance with the manufacturer's instructions.

44. Section 7503.3.2.1 is amended as follows:

**7503.3.2.1 Transfilling of liquid oxygen containers used for respiration.** In buildings where transfilling of containers are used for respiration, all containers involved with the transfilling are limited to a maximum of 72 pounds. Transferring shall be on bare concrete floors with no combustible seams. The room shall be separated from the exitways and have ventilation to handle the off gassing of the containers. Refer to article 90 section c.1.3.

45. Section 7701.2.1 is amended to read as follows:

**7701.2.1 General.** For definitions of BLASTING AGENT; BULLET RESISTANT; EXPLOSIVE; GUNPOWDER; INHABITED BUILDING; SPECIAL INDUSTRIAL EXPLOSIVE DEVICE; SPECIAL INDUSTRIAL HIGH-EXPLOSIVE MATERIAL; and TEST BLASTING CAP NO. 8, see Article 2.

46. Section 7701.3.3 through 7701.3.5 are amended as follows:

**7701.3.3 Standards.** NFPA 495, 1996 Edition, Code for Explosive Materials, excluding Chapter 2, is hereby adopted and made part of this code.

**7701.3.4 Possession of explosives.** These rules shall apply to all persons possessing and/or purchasing explosives as defined in Section (1) of ORS 480.200.

ORS 480.200 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 480.200 (1) provides the definition for the term "explosive".

**7701.3.5 Application and issuance of certificate-fees (effective October 14, 1983).** Any person desiring a certificate of possession of explosives, as prescribed by ORS 480.230, shall apply on the forms provided by the Office of State Fire Marshal. The applicant shall obtain the signature of the respective chief or designated assistant in whose jurisdiction the explosives will be purchased, stored, or used, indicating that the chief has been notified of their intent to purchase, store, or use explosives in the chief's jurisdiction. Upon receiving the signature from the chief, the applicant shall forward the completed form to the Office of State Fire Marshal, accompanied by a nonrefundable \$15.00 fee for a three - year certificate or \$7.50 fee for a 90 - day certificate. Upon receipt and verification of the completed application form, bearing the signature of the chief, and the appropriate application fee, the State Fire Marshal shall proceed with the investigation prescribed in ORS 480.235. Based on the findings of the investigation, the State Fire Marshal shall either issue or deny the certificate of possession of explosives. Upon issuance of the certificate of possession of explosives, the State Fire Marshal shall forward notification of the certificate's issuance to the chief who signed the application and the appropriate county sheriff. Upon denial of the application, based on the findings of the

investigation, the State Fire Marshal shall notify the applicant in writing per ORS 480.275. The certificate shall be in effect from the date of issue for the time periods specified in ORS 480.235(3).

ORS 480.225, 480.230, 480.235 and 480.275 are not a part of this code but are reproduced or paraphrased here for the reader's convenience:

ORS 480.225 and 480.230 define eligibility and requirements for an individual applying for a certificate of possession and the fees required.

ORS 480.235 defines the waiting period for issuance of certificates; investigation of applicants; terms; assignment or transfer prohibited; and records required.

ORS 480.275 defines the rights of the applicant in the event of a denial, including: hearings; notice; representation by counsel; decision; and judicial review.

47. Sections 7701.4 through 7704.8.3 are specifically deleted from the provisions of Ordinance 99-01.

48. Section 7801.1 is amended by adding "and ORS 480.110 through 480.165" to the end of the paragraph and the following:

ORS 480.110 through 480.165 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

ORS 480.110 through 480.165 define the regulations for the following: 480.110-Definitions for Oregon fireworks laws; 480.120-Prohibited uses for fireworks; 480.122-Use for repelling birds; 480.124-Use for controlling predatory animals; 480.127-Sales permits for certain items; 480.130-Permits required for sale or public display of fireworks; 480.140-Requirements for fireworks displays to be under supervision of police and fire department chiefs; 480.150-Permits for fireworks sales or displays; 480.152-Publication of advertisement for sale of unlawful fireworks; 480.154-Requirements for records; 480.156-Selling of fireworks to out-of-state residents; 480.158-Liability of parents for the costs incurred in suppressing fires caused by use of fireworks by minors; 480.160-The effect of local regulations on state law; 480.165-Civil penalty for fireworks law violations.

49. Section 7801.3.1 is amended by deleting the title (Fireworks) and replacing with "Pyrotechnic special effects material", and adding the following:

OAR 837-12-500 through 837-12-570 are not a part of this code but are reproduced or paraphrased for the reader's convenience:

OAR 837-12-570 through 837-12-570 define the laws and regulations for wholesale sales and storage of pyrotechnics in Oregon.

OAR 837-12-600 through 837-12-675 are not a part of this code but are reproduced or paraphrased here for the reader's convenience:

OAR 837-12-600 through 837-12-675 define the laws and regulations for retail sales and storage of pyrotechnics (allowed fireworks) in Oregon.

OAR 837-12-700 through 837-12-970 and OAR 837-12-021 are not a part of this code but are reproduced or paraphrased here for the reader's convenience:

OAR 837-12-700 through 837-12-970 and OAR 837-12-021 define the laws and regulations for public displays of fireworks including special effects.

OAR 837-12-305 through 837-12-330 are not a part of this code but are reproduced or paraphrased here for the reader's convenience:

OAR 837-12-305 through 837-12-330 define the laws and regulations for agricultural uses of fireworks in Oregon.

OAR 837-12-1000 through 837-12-1160 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-1000 through 837-12-1160 define the laws and regulations for civil penalties for violation of Oregon's fireworks statutes and administrative rules as referenced in Article 78.

50. Add a new section 7802.1.1 as follows:

**7802.1.1 Temporary storage.** Temporary storage of fireworks shall be in accordance with Section 307 of the Building Code.

51. Sections 7802.4 through 7802.4.9.8.10 are specifically deleted from the provisions of Ordinance 99-01.

52. Section 7901.3.2 is amended to read as follows:

**7901.3.2 Plans.** Plans shall be submitted with each application for a permit to store more than 250 gallons (946 L) of flammable or combustible liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, accessways, fire-protection facilities, and provisions for spill control and secondary containment. For additional plan requirements, see also Section 5201.3.2 (1).

53. Add a new Section 7901.13 as follows:

**7901.13 Maintenance of Protected Aboveground Tanks.** Protected aboveground tanks and connected piping shall be maintained in a safe operating condition. Protected aboveground tanks shall be maintained in accordance with their listings.

Damage to protected aboveground tanks shall be repaired using materials having equal or greater strength and fire resistance or the protected aboveground tank shall be replaced or taken out of service.

54. Section 7902.1.8.2.1 is amended by adding a last sentence to read as follows:

"Protected aboveground tanks shall be listed and shall meet the requirements specified in UFC Standard 79-7 and shall be labeled accordingly."

55. Sections 7902.1.9 through 7902.1.9.12 are added as follows: (renumber remaining section)

**7902.1.9 Additional requirements for protected aboveground tanks.**

**7902.1.9.1 General.** The installation of protected aboveground tanks shall be in accordance with Section 7902.1.9.

**7902.1.9.2 Tank Construction.** The construction of a protected aboveground tank and its primary tank shall be in accordance with Section 7901.1.8.2.1.

**7902.1.9.3 Normal and emergency venting.** Normal and emergency venting for protected aboveground tanks shall be provided in accordance with Sections 7902.1.11 and 7902.2.6. The vent capacity reduction factor as provided for in Section 7902.2.6.3.4 shall not be allowed.

**7902.1.9.4 Flame arresters.** Approved flame arresters or pressure-vacuum breather valves shall be installed in normal vents.

**7902.1.9.5 Projectile protection.** When projectile protection is required by the chief, the protected aboveground tank shall comply with the requirements for bullet resistance as specified in Section 7702.3.4.3. See also UFC Standard 79-7, Section 79.702.7.3.

**7902.1.9.6 Secondary containment.** Protected aboveground tanks shall be provided with secondary containment, drainage control or diking in accordance with Section 7901.8 or 7902.2.8.

**7902.1.9.7 Vehicle impact protection.** When subject to vehicular impact, protected aboveground tanks shall be provided with impact protection in accordance with this section. Protected aboveground tanks with piping connected to remote dispensers shall be protected by guard posts or other approved barriers. Protected aboveground tanks without piping connected to remote dispensers shall comply with the impact protection requirements of Section 79.702.7.2 of UFC Standard 79-7 or shall be protected by guard posts or other approved barriers. Where guard posts or other approved barriers are provided, they shall be independent of each protected aboveground tank.

Where subject to vehicular impact, piping and electrical conduit connected to protected aboveground tanks shall be provided with impact protection.

Impact protection provided by guard posts shall be in accordance with Section 8001.11.3.

**7902.1.9.8 Overfill prevention.** Protected aboveground tanks shall not be filled in excess of 90 percent of their capacity. An overfill prevention system shall be provided for each tank. During tank filling operation, the system shall:

1. Provide an independent means of notifying the person filling the tank that the fluid level has reached 85 percent of tank capacity by providing an audible or visual alarm signal, providing a tank level gage marked at 85 percent of tank capacity, or other approved means, and
2. Automatically shut off the flow of fuel to the tank when the quantity of liquid in the tank reaches 90 percent of tank capacity. For rigid hose fuel-delivery systems, an approved means shall be provided to empty the fill hose into the tank after the automatic shutoff device is activated.

A permanent sign shall be provided at the fill point for the tank documenting the filling procedure and the tank calibration chart. The filling procedure shall require the person filling the tank to determine the gallonage required to fill it to 90 percent of capacity before commencing the fill operation.

**7902.1.9.9 Fill pipe connections.** The fill pipe shall be provided with a means for making a direct connection to the tank vehicle's fuel-delivery hose so that the delivery of fuel is not exposed to the open air during the filling operation. When any portion of the fill pipe exterior to the tank extends below the level of the top of the tank, a check valve shall be installed in the fill pipe not more than 12 inches (304.8 mm) from the fill hose connection. See Section 7901.11.4 for tank valves.

**7902.1.9.10 Spill containers.** A spill container having a capacity of not less than 5 gallons (18.9 L) shall be provided for each fill connection. For tanks with a top fill connection, spill containers shall be

noncombustible and shall be fixed to the tank and equipped with a manual drain valve which drains into the primary tank. For tanks with a remote fill connection, a portable spill container shall be provided.

**7902.1.9.11 Tank openings.** Tank openings in protected aboveground tanks shall be through the top only.

**7902.1.9.12 Antisiphon device.** Approved antisiphon devices shall be installed in each external pipe connected to the protected aboveground tank when the pipe extends below the level of the top of the tank.

56. Sections 7902.2 through 7902.2.1 are amended to read as follows:

**7902.2 Stationary Aboveground Tanks and Protected Aboveground Tanks Located Outside of Buildings.**

**7902.2.1 General** Stationary aboveground tanks located outside of buildings shall be in accordance with Sections 7902.1 and 7902.2. For the purpose of Section 7902.2, when the term tank is used, it shall include protected aboveground tanks.

57. Section 7902.2.6.1 is amended to read as follows:

**7902.2.6.1 General.** Stationary tanks shall be provided with adequate additional venting that will relieve excessive internal pressure caused by exposure to fires. Such venting shall also be provided for each compartment of a compartmented tank, the interstitial space of a secondary containment-type tank, and the enclosed space of a close-top dike tank construction. Enclosed spaces, such as those intended for insulation, membranes, or weather shields, which can contain liquid because of a leak from the primary vessel, shall also comply with the venting requirements.

58. Section 7902.2.6.3.4 is amended as follows:

**7902.2.6.3.4 Reductions in required venting for stable liquids** For tanks, other than protected above ground tanks, containing....(balance to remain unchanged)

59. Section 7902.2.8.1 is amended as follows:

**7902.2.8.1 General** For aboveground tanks other than protected aboveground tanks, the area surrounding a tank or... (balance to remain unchanged)

60. Section 7902.2.8.2 is added as follows:

**7902.2.8.2 Protected aboveground tanks.** Protected aboveground tanks shall be provided with secondary containment, drainage control or diking in accordance with Section 7901.8 or 7902.2.8 or with secondary containment that is a component of the listed protected aboveground tank. The method of monitoring and the capacity of the secondary containment shall be in accordance with Section 7901.8. Enclosed secondary containment shall be provided with emergency venting.

61. Table 7902.2-A is amended by adding an additional row to the end of the table as follows:

Protected aboveground tank	See Section 7902.1.9	½ times Table 7902.2-F	½ times Table 7902.2-F
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62. Section 7903.3.3 is amended to read as follows:

~~...are stored in protected aboveground tanks in accordance with Section 7902.1.9, tanks which are tested and labeled as two-hour protected tank assemblies in accordance with nationally recognized standards. See UFC Standard 79-7.~~

63. Section 8201 is amended by adding a paragraph to read:

Refer to ORS 480.410 through 480.460 and OAR 837-30-100 through 837-30-280 for administrative provisions pertaining to liquefied petroleum gas licensing and notification of LP-gas installations.

64. Section 8202 is amended as follows:

**8202.1 Permits and Plans.** The Chief shall be notified prior to the installation of containers or receptacles approved for liquefied petroleum gas, including installations at private homes and apartments.

**EXCEPTION:** The replacement of empty containers or receptacles with other containers constructed in accordance with the Interstate Commerce Commission specifications.

**8202.2 Fees.** All fees due and payable shall accompany the notification. The Chief shall collect from the installer an installation inspection fee to cover the cost of initial inspection by the Chief after installation. The installation inspection fee shall be set by ordinance.

**8202.3 Plans.** Where a single container is over 2,000-gallons (7571L) water capacity or the aggregate capacity of containers is over 4,000-gallon (15142L) water capacity, the installer shall submit plans for such installation prior to setting any tank(s).

65. Article 82 is amended by adding a new Section 8215 as follows:

**Section 8215 — Utility Plants.**

**8215.1 General.** No person shall maintain or operate a liquefied petroleum gas utility plant without first obtaining a permit from the Chief.

66. Article 82 is amended by adding a new Section 8216 as follows:

**Section 8216 — Licenses.**

**8216.1 General.** No person shall engage in or work at the business of installing, altering, extending or repairing liquefied petroleum gas equipment or appliances unless the person has received a gas installation license from the State Fire Marshal in accordance with ORS 480.410 to 480.460, as now enacted.

67. Table 8204-A, Footnote 5 is amended as follows:

<sup>5</sup>The following shall apply to above ground containers installed alongside buildings "and property lines":



68. Sections 8704.5.1 through 8704.5.1.3 are added as follows:

**8704.5.1 Combustible Trash Chutes**

**8704.5.1.1** Combustible trash chutes shall not be used on non-sprinkled buildings.

**Exception:** Non-sprinkled Type I or Type II structures under initial construction prior to the installation of combustible interior finish or on preexisting non-combustible exterior buildings not exceeding four stories in height (48 feet) (14.6 m) with an approved safety plan .

**8704.5.1.2** Combustible trash chutes when used on sprinkled buildings shall have an approved safety plan when the exterior is combustible or the building exceeds two stories (28 feet) (8.5 m) in height.

**8704.5.1.3** An approved safety plan shall address the following:

1. A continuous fire watch (working hours only) stationed at the dropbox(es) with a continuous means of water application and a means of communication (radio or cell phone).
2. Water application shall be provided at each chute access opening or an approved barrier for each non exposed building opening and all exposed combustible exterior surfaces shall be provided. The approved barrier shall extend 3 feet (1 m) to each side of the chute.
3. Where water is required at the chute access, a trained person shall be continuously assigned and an approved means of communication or alarm shall be provided.
4. Signage shall be placed at each chute access to address: **NO SMOKING, NO OPEN FLAME, NO WELDING OR CUTTING WITH IN 20 FEET (7 M).**
5. At the end of the day the chute shall be disconnected or removed to a distance of 12 feet (3.7 m) away from the drop box.

69. Section 9002 is amended as follows:

79-7; 7902.1.8.2.1, 7902.1.8.2.7, 7902.1.9.5, 7902.1.9.7 and 7903.3.3

Testing Requirements for Protected Aboveground Tanks

70. Section 9003 is amended by adding the following standard:

c.1.3. P-2.6-1995 Transfilling of Liquid Oxygen used for Respiration

71. Section 9003 is amended by adding the following standard:

u.1.17. UL 2085 Standard for Insulated Aboveground Tanks for Flammable and Combustible Liquids.

72. Appendices I-D, I-E, I-F, I-G, II-K, and V-B as written by the State Fire Marshal's Office, are added to this Ordinance. (see attachments #2, #3, #4, #5, #6 and #7 to this Ordinance)

73. Appendix III-A is amended as follows:

**Section 4 is amended:**

**4.2 Area Separation.** Each portion of a building separated by one or more area separation wall(s), in accordance with the Uniform Building Code, Section 504.6 may be considered as a separate fire area(s) for the purpose of determining the required fire flow.

**Section 5 is amended:**

**5.2 Buildings other than One and Two Family Dwellings.** The required building fire flow and duration shall be determined by the size and construction type of the structure under consideration.

### **5.2.1 Occupancy Hazards**

**5.2.1.1 Single Occupancy Hazards.** Where only a single occupancy hazard is housed in a building the minimum required building fire flow shall be multiplied by the hazard factor in Table A-III-A-2 to determine the total required fire flow.

**5.2.1.2 Multiple Occupancy Hazards.** Where more than one hazard is housed in a building the minimum required building fire flow shall be proportioned by percentage of the floor area used for each occupancy hazard. The proportioned building fire flow shall be multiplied by the hazard factor, relating to that portion of the building in table A-III-A-2 and totaled to determine the required fire flow.

Table A-III-A-2

Light Hazard Occupancies	1.0
Ordinary Hazard (Group 1)	1.2
Ordinary Hazard (Group 2)	1.3
Extra Hazard (Group 1)	1.4
Extra Hazard (Group 2)	1.5

Note: For examples of Occupancy Hazard Classifications see UBC Volume 3, Standard 9-1, Appendix Section A-1-4.7.

**5.2.2** The product of the multiplication in either Section 5.2.1.1 or Section 5.2.1.2 provides the total required fire flow.

**5.2.3** The total required fire flow may be reduced by one of the following options, but in no case shall be less than 1500 GPM @ 20 psi residual.

1. Reduced by 75 percent where a complete approved automatic fire extinguishing system meeting the requirements of the Uniform Building Code, Chapter 9, is installed throughout the building and the system is fully and electrically supervised in accordance with the Uniform Fire Code Standard 10-2 and is monitored by an approved underwriters laboratory listed remote central station.
2. Reduced by 50 percent where a complete automatic fire extinguishing system meeting the requirements of the Uniform Building Code, Chapter 9 is installed throughout the building.
3. Reduced by 25 percent where an approved complete smoke sensing fire detection and manual fire alarm system is installed throughout the building and electrically interconnected one with the other and electrically intertied to an approved central receiving station. The smoke detection system shall meet the requirements of Uniform Fire Code Standards 10-2 and 10-3, and manual fire alarm pull stations and systems shall meet the requirements of Uniform Fire Code Standard 10-2. The remote central station shall be Underwriters Laboratory listed and approved by the Chief. The smoke detection option may be revoked by the Chief when excessive false alarms may occur or when other potential conditions may cause malfunctioning of the system.

## **SECTION XI – PENALTIES**

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage or removal of the hazard or obstruction if necessary.

Any person who violates the provisions of ORS 478.960 (Burning of certain materials permitted only with permission of the Chief; Burning Schedule (1) through (8)) shall be guilty of a misdemeanor, shall severally, for each and every violation be punishable upon conviction as prescribed by ORS 478.990 and shall be subject to costs under 478.965.

The corporate counsel, the Chief, or the Fire Marshal or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

## **SECTION XII – PLAN REVIEW, SUBMITTAL OF PLAN FOR FIRE CODE APPROVAL**

Plans and specifications shall be submitted to the Chief of the District or authorized representative for examination and approval with respect to conformance with these regulations and no construction shall proceed prior to such approval for the following: Flammable liquid storage, utilization or transportation or dispensing facilities; facilities for the storage, handling, transport and use of explosives and blasting agents; dry cleaning plants; facilities for the storage, handling, use and transportation of liquefied petroleum gas; or any other building, structure or facility wherein highly combustible or hazardous materials are manufactured, utilized, dispensed, conveyed or stored.

When the Chief or authorized representative approves any such plan it shall be so signified by means of a stamp and signature. All construction or alteration shall thereafter comply with the approved plan, in all respects, unless modified by subsequent written permit or order of the Chief. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity and detail to permit the Chief to determine the question of conformity with these regulations and shall include a plot plan showing type and location of the proposed buildings, structures, facilities and fire hydrant locations and access ways in relationship to the property lines, and all other buildings, structures and facilities proposed or existing on the premises. Approval of plans shall not be construed as a permit to violate any applicable law or regulation of the State, County, City, or Fire District.

## **SECTION XIII – FIRE CODE BOARD OF APPEALS**

Through adoption of the Uniform Fire Code, 1997 Edition, the District has the authority to establish a board of appeals. Such board of appeals may be implemented through bylaws and other procedures adopted by ordinance of the District. In the event that the fire district Board adopts a board of appeals, the provisions of this ordinance, where appropriate, be subject to the board of appeals procedures.

## SECTION XIV - REPEAL OF CONFLICTING ORDINANCES

Pursuant to ORS 478.924, the provisions of this ordinance, i.e. the Fire Code, shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The existing fire code, Ordinance 96-01, has been approved within each city and county within the District. The District desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, Ordinance 96-01, and all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective the effective date of this ordinance; provided, however, that Ordinance 96-01 shall continue in effect in each city or county which has approved it until the city or county approves this Ordinance 99-01. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

## SECTION XV - VALIDITY

The District hereby declares that should any section, paragraph, sentence or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

## SECTION XVI - DATE OF EFFECT

The Board of Directors of the Fire District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following the final reading.

First reading by Title only this 12<sup>th</sup> day of April, 1999.

Second reading by Title only this 27<sup>th</sup> day of April, 1999.

PASSED by the District this 27<sup>th</sup> day of April, 1999.

Cg  
\_\_\_\_\_  
PRESIDENT

Charles J. Sullivan  
\_\_\_\_\_  
SECRETARY-TREASURER

## Attachment # 1

### **SECTION 1114 COLLECTION AND STORAGE OF COMBUSTIBLE RECYCLABLE MATERIALS**

**1114.1 Scope.** Buildings containing the collection and storage of combustible, recyclable materials shall be in accordance with Section 1114 and shall be commensurate to the occupancy in which storage or recycling practices are conducted. This section excludes commercial rubbish handling occupancies and commercial paper recycling and plastic recycling occupancies.

#### **1114.2 Definitions.**

**1114.2.1 General.** For definitions of APPROVED; LISTED; NONCOMBUSTIBLE; OCCUPANCY CLASSIFICATION and RUBBISH, see Article 2.

**1114.2.2 Limited application.** For the purpose of Section 1114, certain terms are defined as follows:

**RECYCLABLE PAPER AND PLASTIC MATERIAL** means any paper or plastic that would otherwise be a useless, unwanted or discarded material, except for the fact the material still has useful physical or chemical properties after serving a specific purpose, and the material has been kept separate from rubbish and waste material.

**1114.3 Collection and Storage of Recyclable Material.** Recyclable paper collection and storage shall be maintained as follows:

1. Desk size shall not exceed 15 gallons (57 l) total per desk [maximum of two 9-inch by 12-inch by 16-inch (229 mm by 305 mm by 406 mm) containers], in addition to collection and storage totals specified for small, medium and large rooms. Containers shall be noncombustible or accepted containers.
2. Small rooms [500 square feet (46.4 m<sup>2</sup>) or less] shall not exceed three 15 gallon (57 L) containers. Containers shall be noncombustible or accepted containers.
3. Medium, rooms [over 500 square feet (46.4 m<sup>2</sup>) but less than 1,000 square feet (93 m) or copy rooms] shall not exceed three 55 gallon (208 l) containers. Containers shall be noncombustible or accepted containers.
4. Large rooms [over 1,000 square feet (93 m<sup>2</sup>)] shall not exceed three 55 gallon (208 l) for every 75 feet (22 860 mm) of travel. Containers shall be noncombustible or accepted containers.

NOTE: Areas completely separated by partition walls in accordance with the *Oregon Structural Specialty Code* may be reclassified as small or medium rooms for the purpose of placing recycling containers

5. Full containers shall be removed to an outside location or to an approved inside storage room.

**1114.4 Accepted Containers.** For the purposes of Section 1114, examples of accepted containers include, but are not limited to, the following:

1. At desk side fiber or polyethylene barrels or cardboard boxes or polypropylene-bag/rack systems may be used.
2. In small rooms fiber or polyethylene barrels or cardboard boxes or polypropylene-bag/rack systems may be used.
3. In medium rooms polypropylene-bag/rack systems or fiber or polyethylene barrels may be used.

4. In large rooms metal containers or fiber or polyethylene barrels may be used.

NOTE: In large rooms as of October 1, 2002, containers unable to support the contents under fire conditions will be permitted only for use inside a metal can or other approved solid containers. This limitation will be reviewed by the State Fire Marshal in collaboration with the recycling industry in 1997 and 2000 to determine if hazards and fire incidents justify its implementation.

EXCEPTION: In Group I and Group SR, Division 1, Division 2, and Division 3.1, Containers used for the short-term storage of combustible recyclable materials shall be of noncombustible or other listed material, not to exceed 15 gallon (57 L) capacity.

**1114.5 Location of Containers in Buildings/Facilities.** Location of containers in buildings and facilities shall be as follows:

1. Containers shall not be placed near any exit, in any exit corridor, in or under any stairway, or near any possible heat source.
2. Containers shall not be used or stored in any location that constitutes a hazard greater than would be expected in a normal office or classroom, specifically: furnace rooms, mechanical labs, chemistry labs, biology labs, electrical rooms, wood shops, machine shops, or other hazardous areas as determined by the chief.

**1114.6 Central Collection and Storage Area.** Central collection and storage areas shall be as follows:

1. Central storage locations are preferred to be located outside building/ facilities, but approved inside storage rooms are permitted.
2. Inside storage shall be in areas of not less than one hour construction with openings protected as required for occupancy separations and provided with an approved automatic sprinkler system or subject to the requirements of the chief.
3. "Hazardous Area-No Smoking" signs shall be posted and good housekeeping shall be maintained.
4. Containers made of metal, fiber, polyethylene or noncombustible approved material are required.
5. Recyclable paper in the central storage area shall be removed from the building/facility on a regular basis as needed to maintain good housekeeping. In Group I and Group SR, Division 1, Division 2, and Division 3.1 Occupancies, containers shall be emptied each day.
6. Allowable quantities of paper stored in rooms, facilities or other areas of storage shall be in accordance with Article 11.
7. In Group I and Group SR, Division 1, Division 2 and Division 3.1 Occupancies, containers for long-term storage shall be placed outside and a minimum of 5 feet (1524 mm) from the exterior of the building and shall be of a metal or other noncombustible and listed material with a metal or noncombustible lid in place at all time.

**1114.7 Collection and Storage of Recyclable Plastic.** Recyclable plastic collection and storage shall be maintained as follows:

1. Collection

1.1 Metal or other approved noncombustible containers with tight fitting lids shall be used at all times while within a structure.

1.2 Full containers shall be removed to an outside location or to an approved inside storage room.

2. Storage

2.1 Central storage locations are preferred to be located outside buildings/facilities, but approved inside storage is permitted.

2.2 Central storage rooms shall have a minimum of one hour construction with rated openings or equipped with an approved automatic sprinkler system. Good housekeeping shall be maintained and "Hazardous Area- No Smoking" signs shall be posted.

2.3 Outside storage will be posted "Hazardous Area-No Smoking" and good housekeeping shall be maintained.

2.4 Barrels made of metal or noncombustible approved material with metal or noncombustible lids are required in central collection and storage areas.

2.5 Recyclable plastic in the central storage area shall be removed from the building/facility on a regular basis as needed to maintain good housekeeping.

2.6 Allowable quantities of recyclable plastic stored in rooms, facilities or other areas of storage shall be in accordance with Article 11.

**Attachment # 2**

**APPENDIX I-D**

**FIRE PREVENTION GUIDELINES FOR HAUNTED HOUSES AND  
SIMILAR TEMPORARY INSTALLATIONS**

**SECTION 1- SCOPE**

Haunted or fun houses or other similar installations set up for 90 days or less inside a structure not designed for this specific use shall comply with the requirements of the Building Official and the following:

**SECTION 2- PERMITS**

When a permit is required to operate a haunted house or similar installation, it shall be obtained from the chief before the facility is opened to the public.

**SECTION 3-GENERAL REQUIREMENTS**

Haunted houses and similar temporary installations shall comply with all the following:

1. There may be no dead-end corridors and there must be an obvious exit out of any maze every 50 feet (15 240 mm) of linear travel. All stairways must be illuminated at a level of at least 1 footcandle (10.8 lx)
2. Groups shall consist of not more than 20 persons. Each group of children age 12 and under must be accompanied and supervised by a staff person who is 18 years of age or older. The staff person must have in his/her possession an operable flashlight and be completely familiar with the facility.
3. There will be no smoking allowed at any time inside the occupancy as noted in Article 11.

4. All electrical installations shall meet the requirements of the Electrical code.

5. The chief shall be contacted for an inspection and the planning of an evacuation procedure prior to opening the facility to the public. The evacuation plan and occupancy shall be approved by the chief prior to public access.

6. The total number of occupants in the facility at any time shall be limited to a number determined by the chief.

7. No open-flame devices or temporary heaters are allowed in the occupancy.

8. Use of untreated combustible material is prohibited. All combustible material shall be treated or protected so that it is essentially rendered and maintained flameproof in a manner acceptable to the chief. This includes all harvest decorations such as cornstalks, dry branches and hay.

9. Blocking, locking or in any way impeding ready access to any marked or required exit is prohibited. All exit ways shall be kept clear of any obstructions or storage.

10. Sufficient numbers of fire extinguishers shall be provided to ensure that the maximum travel distance to any extinguisher does not exceed 50 feet (15 240 mm). The minimum acceptable rating (size) is 2A:10BC. All fire extinguishers shall be mounted in a conspicuous location. Staff members shall be instructed in the proper use of the extinguishers.

### Attachment # 3

## APPENDIX I-E

### ADULT FOSTER HOMES

#### SECTION 1- SCOPE

The purpose of Appendix I-E is to provide a reasonable degree of safety to persons occupying adult foster homes by outlining minimum requirements necessary for continued licensing of the home.

#### SECTION 2- DEFINITIONS

**ADULT FOSTER HOME (AFH)** means any family home or other facility in which residential care is provided, for compensation, to five or fewer elderly adults or adults with a physical disability, mental illness or developmental disability who are not related to the provider by blood or marriage.

**MEANS OF EGRESS** is a continuous and unobstructed way of exit travel from any point in a building or structure to a public way and consists of three separate and distinct parts: (1) the exit access, (2) the exit and (3) exit discharge. A means of egress comprises the vertical and horizontal travel and shall include intervening room spaces, doorways, hallways, corridors, passageways, balconies, ramps, stairs, enclosures, lobbies, escalators, horizontal exits, courts and yards.

**PRIMARY MEANS OF ESCAPE** shall be a door, stairway or ramp providing a means of unobstructed travel to the dwelling. (The most common used entry and exit).

**PROVIDER** as defined in ORS 443.705 means any person operating an adult foster home and includes a certified resident manager.

**RELATIVE FOSTER HOME** means a home which provides care and services to only a relative, by blood or marriage.

**RESIDENT** means any person who is receiving room, board, care and services in an adult home for compensation on a 24-hour basis.

**RESIDENTIAL CARE** means the provisions of care on a 24-hour basis.

**SECONDARY MEANS OF ESCAPE** shall be an alternate to the common primary exit and shall be a door stairway hall or an approved window.

**SELF-PRESERVATION** means an occupant who is ambulatory, unrestrained and possesses the ability to

perceive a life-threatening emergency and take appropriate physical and mental action to preserve his or her life.

#### SECTION 3- CONSTRUCTION

1. Construction of general buildings shall be of sound construction, meeting all applicable state and local codes for fire and life safety in effect at time of construction.

2. Mobile home units must have been built since 1976 and designed for use as a home rather than a travel trailer. The units shall have a manufacturer's label permanently affixed to the unit, which states it meets the requirements of the Department of Housing and Urban Development (HUD) or the authority having jurisdiction.

#### SECTION 4- EXITS AND EMERGENCY EGRESS

All adult foster homes shall have approved exits, the use of which is within the capability of the persons they are intended to serve.

1. Every sleeping room shall have at least one operable window or door approved for secondary means of escape or rescue. Windows must have a minimum net clear opening of 5.7 square feet (0.53 m<sup>2</sup>) or 821 square inches (529 676 mm<sup>2</sup>). The minimum net clear opening height dimensions of windows shall be 24 inches (610 mm). The minimum net clear opening width of windows shall be 20 inches (508 mm). Where windows are provided as a means of egress, they shall have a sill height of not more than 44 inches (1118 mm) above the floor.

**EXCEPTION:** Windows with a clear opening of not less than 5 square feet (0.46 m<sup>2</sup>) or 720 square inches (464 515 mm<sup>2</sup>) with sill heights of 48 inches (1219mm) may be accepted when approved by the authority having jurisdiction.

2. Exterior exit doors shall have latching knob hardware. All doors in the means of egress shall have an obvious method of operation. The means of egress shall be maintained clear and unobstructed. Hasp, sliding bolt, hood and eyes, and double-key dead bolts shall not be permitted.

3. Only ambulatory residents capable of self-preservation shall be housed on a second floor or in a basement.

4. Hallways and exitways shall be a minimum 36 inches (914 mm) wide or as approved by the authority having jurisdiction.

5. Split-level homes shall be evaluated according to accessibility, emergency egress and evacuation capability of residents.

6. Lifts or elevators shall not be used as a substitute for a resident's capability to ambulate stairs.

7. Ladders, rope and chain ladders, and other devices shall not be used as a secondary means of egress.

#### SECTION 5- FLAME SPREAD AND SMOKE DENSITY

1. The maximum flame spread of finished materials used on interior walls and ceilings in sleeping rooms and exit ways shall not exceed Class III (76-200).

2. Smoke density shall not be greater than 450.

#### SECTION 6- SMOKE DETECTORS

1. Smoke detectors shall be installed in each sleeping room, adjacent hallways, common living areas, basements, and in two-story homes at the top of each stairway.



2. All detectors shall be connected to a sounding device or interconnected to other detectors to provide when actuated an alarm which is audible in all sleeping rooms.
3. If an occupant is hearing impaired, a smoke detector(s) for hearing impaired shall be provided.
4. Smoke detectors may be battery operated when installed in existing buildings. In new construction, smoke detectors shall receive their primary power from the building wiring.
5. All smoke detectors shall be approved and shall be installed in accordance with manufacturer's instructions and the One and Two Family Dwelling Code or other nationally recognized standards.
6. The facility shall test and maintain all smoke detectors as required.

#### **SECTION 7-PORTABLE FIRE EXTINGUISHERS**

At least one 2-A, 10-B:C rated fire extinguisher shall be visible and readily accessible in a location on each floor, including basements, and maintained in accordance with Uniform Fire Code Standard 10-1.

#### **SECTION 8- HEATING EQUIPMENT**

- 1 Heating equipment, including wood stoves, shall be installed according to manufacturer's specifications and in accordance with applicable fire and life safety codes, and under permit where applicable.
2. Approved and listed protective glass screens or metal mesh screens anchored top and bottom shall be required on fireplaces and solid-fuel-burning appliances.
3. Unvented oil, gas or kerosene heaters shall not be used.
4. Sealed electric transfer heaters may be used when approved by the chief.
5. Portable electric heaters shall be listed and have tip-over protection.
6. Portable electric heaters shall not be used with electrical extension cords.

#### **SECTION 9- ELECTRICAL EQUIPMENT AND WIRING**

Electrical equipment and wiring shall be in accordance with Article 85 of the Oregon Uniform Fire Code and other nationally recognized standards. The use of UL approved multiplug extension cords with circuit breaker protection is permitted.

#### **SECTION 10-EMERGENCY PROCEDURES**

1. An emergency evacuation procedure shall be developed, posted and practiced with occupants. Drills shall be held at least once every 90 days with at least one drill practice per year occurring during sleeping hours.
2. Drill records shall be maintained for three years and include date, time of day, length of time to evacuate the facility, and names of residents requiring assistance.
3. Within 24 hours of arrival, new residents shall be shown how to respond to a fire alarm and how to exit from the facility in an emergency.
4. Providers shall be required to demonstrate the ability to evacuate all residents from the facility within three minutes to a point of safety which is exterior to, and away from, the structure, and has access to a public way. If the facility fails to meet this requirement, the authority having jurisdiction shall notify the licensing authority.
5. The provider shall provide, keep updated and post a floor plan containing room size, location of each resident's sleeping room, resident manager or provider's sleeping room, fire exits, smoke detectors and fire extinguishers.
6. There shall be, on each occupied floor of the facility, at least one plug-in rechargeable flashlight, readily accessible, or other approved emergency lighting.

#### **SECTION 11- SPECIAL HAZARDS**

1. Flammable and combustible liquids and hazardous materials shall be safely and properly stored in the original labeled container or in an approved and listed safety container in accordance with the Oregon Uniform Fire Code.
2. Medical oxygen cylinders in service or storage shall be adequately secured to prevent cylinders from falling or being knocked over in accordance with the Oregon Uniform Fire Code.
3. Areas where oxygen cylinders are used or stored shall be posted NO SMOKING. Oxygen cylinders shall not be used or stored in rooms where wood stoves, fireplaces or open flames are located in accordance with the Oregon Uniform Fire Code
- 4 Smoking regulations shall be adopted to allow smoking only in designated areas. Smoking shall be prohibited in sleeping rooms. Ashtrays shall be of noncombustible materials.

## Attachment # 4

### APPENDIX I-F SPECIAL RESIDENCES AND OCCUPANCIES

#### SECTION 1- GENERAL

The following are evacuation capability formulas for determining the classification of Group SR Occupancies.

#### SECTION 2- DEFINITIONS

Group SR Occupancies are special residences where personal care is administered in buildings or portions thereof which will be licensed by or under the authority of the Department of Human Resources (DHR) under ORS Chapter 418 or 443, or any other state agency. Group SR Occupancies shall be:

**DIVISION 1.** A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Impractical. Division 1 has the following classifications:

- SR 1.1- Large, licensed to provide care for 17 or more residents.
- SR 1.2- Small, licensed to provide care for six to 16 residents.
- SR 1.3- Licensed to provide care for five or fewer residents in a home.

**DIVISION 2.** A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Slow, Division 2 has the following classifications:

- SR 2.1- Large, licensed to provide care for 17 or more residents.
- SR 2.2 Small, licensed to provide care for six to 16 residents.
- SR 2.3 Licensed to provide care for five or fewer residents in a home.

**DIVISION 3.** A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Prompt. Division 3 has the following classifications:

- SR 3.1 Large, licensed to provide care for 17 or more residents.
- SR 3.2 Small, licensed to provide care for six to 16 residents.
- SR 3.3 Licensed to provide care for five or fewer residents in a home.

**EXCEPTIONS;** 1. Group SR Occupancies shall not include foster care homes as defined in ORS Chapter 418 and ORS 443.705. Foster care homes are considered dwellings constructed under the One and Two Family Specialty Code.

2. Correctional facilities including jails, prisons, half-way houses and juvenile detention and correctional education facilities where egress is limited and occupants are confined under the authority of the state. A county or city shall comply with the Building Code, Section 308 provisions applying to Group 1, Divisions 3 and 3.1.

#### SECTION 3- EVACUATION CAPABILITY

**3.1 General.** All group SR Occupancies must maintain the capability to exit within the evacuation rates defined as prompt, slow or impractical as specified by the facility occupancy classification. Records of fire drills required by licensing agents shall be made available to the authorities having jurisdiction. Impromptu fire drills may be required to verify occupancy classification.

**3.2 Evacuation Capability Defined.** Evacuation capability is the ability of the occupants, including residents and staff as a group to either evacuate the building or relocate from a point of occupancy to a point of safety. Evacuation capability shall be determined by using Tables A-I-F-A, A-I-F-B, A-I-F-C, A-I-F-D and A-I-F-E. There are three categories of evacuation capability:

1. Impractical (SR-1). A group, even with staff assistance, that cannot reliably move to a point safety in a timely manner, determined by an evacuation capability score of 5 or greater or with evacuation drill times in excess of 13 minutes.
- 2 Slow (SR-2). A group that can move to a point of safety in a timely manner, determined by an evacuation capability score greater than 1.5 and less than 5 or with evacuation drill times over three minutes but not in excess of 13 minutes.
3. Prompt (SR-3). A group with an evacuation capability score of 1.5 or less or equivalent to that of the general population or with evacuation drill times of three minutes or less.

**3.3 Rating Residents.** These tables are a worksheet for rating the individual resident and are a form for record keeping purposes. This method of determining evacuation capability has been designed to minimize speculation about how a resident might perform in an actual fire emergency by using ratings based upon observed performance. Instead of speculating, raters who are not familiar enough with a resident to provide ratings confidently should consult with an individual who has observed the resident on a daily basis or observed the resident during fire drills. Due to the stress of an actual fire emergency, some residents are not likely to perform at full capacity. Therefore, ratings based on commonly observed examples of poor performance provide the best readily available indication of behavior that could be reduced by the unusually stressful conditions of an actual fire. All persons are less capable on some occasions, and the ratings should be based on examples of resident performance on a typical "bad" day. Ratings should not be based on rare instances of poor performance. Table A-I-F-A rates the risk of a possibility that, during an emergency evacuation, the resident might resist leaving the facility. Unless there is specific evidence that resistance might occur, the resident should be rated as "minimal risk". Specific evidence of resistance means that staff have had to use some physical force in the past. For additional instructions in completing these tables, see NFPA 101A, Chapter 5, 1995 Edition.

### WORKSHEET FOR RATING RESIDENTS

Complete one worksheet for each resident. Base ratings on commonly observed examples of poor performance.

Resident's Name \_\_\_\_\_

Evaluator \_\_\_\_\_

Facility \_\_\_\_\_

Zone Date \_\_\_\_\_

WRITE ANY EXPLANATORY REMARKS HERE:

**TABLE A-I-F-A- WORKSHEET FOR RATING RESIDENTS**

**Rating the Resident on the Risk Factors**

Rate the resident on each of the factors below by selecting one score in each risk factor that best describes the resident. For the first six factors, write the selected scores in the appropriate score boxes in the far right column. For "response to fire drills", write the three selected scores in the square boxes. Write the sum of the three ("fire drills") score boxes in the large box on the right

<b>I. Risk of Resistance</b> (Circle only one)	Minimal Risk score=0	Risk of Mild Resistance score=6	Risk of Strong Resistance score=20	<b>SCORE BOXES</b> <input type="text"/>
<b>II. Impaired Mobility</b> (Circle only one)	Self-Starting score=0	Slow score=3	Needs Limited Assistance score=6	<input type="text"/>
<b>III. Impaired Consciousness</b> (Circle only one)	No Significant Risk score=0	Partially Impaired score=6	Totally Impaired score=20	<input type="text"/>
<b>IV. Need for Extra Help</b> (Circle only one)	Needs at Most One Staff score=0	Needs Limited Assistance from 2 Staff score=30	Needs Full Assistance from 2 Staff score=40	<input type="text"/>
<b>V. Response to Instructions</b> (Circle only one)	Follows Instructions score=1	Requires Supervision score=3	Requires Considerable Attention/May Not respond score=10	<input type="text"/>
<b>VI. Waking Response to Alarm</b> (Circle only one)	Response Probable score =0	Response Not Probable score=6		<input type="text"/>

<b>VII. Response to Fire Drills</b>  (Without Guidance or Advice from Staff)	Initiates and Completes Evacuation Promptly	Yes score=0	No score=8	<input type="text"/>	
	Chooses and Completes Back-up Strategy	Yes score=0	No score=4	+	<input type="text"/>
	Stays at Designated Location	Yes score=0	No score=6	+	<input type="text"/>
					<b>SUM OF THESE THREE SCORES</b> <input type="text"/>

**Finding the Resident's Overall Need for Assistance**

Compare the numbers in the 7 score boxes you have filled in. Take the one highest score from the score boxes and write it in this box .

**EVACUATION ASSISTANCE SCORE**

**TABLE A-I-F-B—TOTAL RESIDENT EVACUATION ASSISTANCE SCORE**

1. List each resident's name on Score Sheet. Use a separate score sheet for each zone being rated.  
Use additional score sheets for a large number of residents.
2. Enter the score from each form, which was completed for each resident.
3. Total the scores for all residents in the facility or zone being rated as appropriate.

Score Sheet	
Resident Scores	
Resident's Name	Evac. Assist. Score
Evacuation Assistance Score	Total

# TABLE A-I-F-C- STAFF SHIFT SCORE

Facility: \_\_\_\_\_ Zone: \_\_\_\_\_

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

Staff Shift: From: \_\_\_\_\_ To: \_\_\_\_\_

This form is to be completed for the time of day, week, etc., when the combined ratings for staff and residents yield the highest score. This usually is late at night. Where it is not obvious which staff shift will score highest, complete separate forms for each staff shift and utilize the highest score. Refer to instructions in NFPA 101A, Chapter 5, when filling out this form.

CHECKLIST	STAFF RESPONSE AND TRAINING	YES	NO
A protection plan has been promulgated and all staff members considered in this rating have been trained in its implementation.			
The total available staff at any given time is able to handle the individual evacuation needs of each resident who is in the facility.			
Every staff member considered in this rating can meaningfully participate in the evacuation of every resident			
All staff members considered in this rating are required to be in the facility when on duty, except as permitted.			
At least 12 fire drills were conducted during the previous year.			

All items must score "Yes" before proceeding.

**TABLE A-I-F-D--DETERMINING THE STAFF SHIFT SCORE**

**NOTE:** In large facilities, staff might be responsible for assisting residents in a fire or smoke zone but also might have responsibilities for residents in other zones.

**Promptness of Response**

Promptness of Response Scores		
Staff Availability	Alarm Effectiveness	
	Assured	Not Assured
Standby or asleep	16	2
Immediately available	20	2
Immediately available and close by	20	10

1. On Score Sheet, list the names of staff members who are required to be on duty in the facility during the shift being rated.
2. Determine whether the effectiveness of the alarm is "assured" or "not assured."
3. Using the values from the table, determine each staff member "promptness of response score" for the shift being rated. Enter each staff member's name and score in the appropriate spaces on Score Sheet.
4. Total the "promptness of response scores" for the shift rated.

Score Sheet		Staff Scores	
Staff Name		Promptness of Response Score	
Staff Shift Score Total			

**TABLE A-I-F-E—RATING THE FACILITY**

Rate the facility by checking the box that indicates the vertical distance a resident must travel from a sleeping room (SR) to an exit.

	Vertical Distance from Sleeping Rooms to Exits		
	All SR on Floors with Direct Exit	Any SR One Floor from Exit	Any SR Two or More Floors from Exit
Small Facility	<input type="checkbox"/> Score 0.8	<input type="checkbox"/> Score 1.0	<input type="checkbox"/> Score 1.2
Large Facility or Apartment	<input type="checkbox"/> Score 1.0		

NOTE: Small facilities have 16 or fewer residents.

**DETERMINING EVACUATION CAPABILITY**

Multiply the "Total Resident Evacuation Assistance Score" by the facility score ("Vertical Distance, Sleeping Room to Exit"); divide the answer by the "Staff Shift Score" to determine the Evacuation Capability Score.

Calculation of Evacuation Capability Score			
Total Resident Evacuation Assistance  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>	X	Vertical Distance from Sleeping Room to Exit  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>	<div style="text-align: center; margin-top: 10px;">=</div> <div style="border: 1px solid black; width: 150px; height: 100px; margin: 10px auto;"></div>
	<div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div> Staff Shift Score		Evacuation Capability Score

Determine and record evacuation capability below:

Evacuation Capability Score	Level of Evacuation Capability	Evacuation Capability for this Facility or Zone
≤ 1.5	Prompt	
> 1.5 ≤ 5.0	Slow	
> 5.0	Impractical	



#### SECTION 4- STATE OF OREGON GROUP SR OCCUPANCY REQUIREMENTS

For state of Oregon requirements for group SR Occupancies, see the Building Code, Section 312A and the following statutes and rules: ORS Chapter 418, ORS 479.210, ORS 443.400 through 443.460, ORS 443.500, OAR 309-35-100 to 309-35-190 and OAR 309-49-030 through 309-49-220

ORS Chapter 418 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS Chapter 418 defines the State of Oregon's statutes governing Child Welfare Services.

ORS 479.210 is not part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 479.210. Institutions defined as used in ORS 479.215 to 479.220, unless the context requires otherwise, "institution" means:

- (1) A child -caring facility which provides residential care and which receives state aid under ORS 418.005 to 418.025, 418.035 to 418.185, 418.205 to 418.315, and 418.625 to 418.685.
- (2) An inpatient care facility required to be licensed under ORS 441.015 to 441.087, 441.525 to 441.595, 441.815, 441.820, 441.990, 442.342, 442.344 and 442.400 to 442.450 or
- (3) A residential facility subject to licensure under ORS 443.400 to 443.455 and 443.991 (2)

ORS 443.400 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.400 provides definitions for the following terms: Department, Director, Resident, Residential care, Residential care facility, Residential facility, Residential training facility, Residential training home, Residential treatment facility, Residential treatment home, Training and Treatment.

ORS 443.405 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.405 provides exclusions from the definition of "residential facility".

ORS 443.410 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.

ORS 443.410. A license issued by the department is required in order to operate or maintain any residential facility for persons who are developmentally disabled, physically disabled or socially dependent, psychiatrically disabled or alcohol or drug dependent. In the case of a combination of residents, the category of licenser shall be determined by the director.

ORS 443.415 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.415 defines the parameters for license applications, fees, investigations, and grounds for issuance and denial of license.

ORS 443.420 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.420 defines the qualifications required for a person applying for a license under ORS 443.414.

ORS 443.422 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.:

ORS 443.422 (1) To prevent the perpetuation of segregated housing patterns, the Department of Human Resources shall determine the location and type of licensed residential facilities and the location of facilities subject to the provisions of ORS 169.690.

(2) Before a license is issued for a residential facility as defined in ORS 443.400, the issuing agency shall determine the number and type of any other licensed residential facilities and the number and type of facilities subject to the provisions of ORS 169.690 within a 1,200 foot radius.

(3) None of the data collected under this section shall be used in a manner that violates the Fair Housing Amendments Act of 1988.

ORS 443.425 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.425 defines the parameters for the term, the contents, and the renewal of licenses and the fees involved.

ORS 443.430 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.430 defines the parameters for the transfer of licenses and the disposition of license fees.

ORS 443.435 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.

ORS 443.435. The director or authorized representative shall periodically visit and inspect every residential facility to determine whether it is maintained and operated in accordance with ORS 443.400 to 443.455 and 443.991 (2) and the rules of the director, and to consult with and advise management concerning methods of care, treatment, training, records, housing and equipment. Employees of the department and the State Fire Marshal or authorized representative on request shall be permitted access to the premises and records of individuals in a residential facility pertinent to fire safety.

ORS 443.437 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.437 states that a resident in a residential facility must have a choice of prescription and nonprescription drugs and supplies.

ORS 443.440 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:

ORS 443.440. The department may revoke or suspend the license of any residential facility which is not operated in accordance with ORS 443.440 to 443.400 and 443.991(2) or the rules adopted thereunder. Such revocation or suspension shall be taken in accordance

with rules of the department and ORS 183.310 to 183.550.

However, in cases where an imminent danger to the health or safety of the residents exists, a license may be suspended immediately pending a fair hearing not later than the 10th day after such suspension.

ORS 443.445 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:  
ORS 443.445 defines the requirements for persons admissible at facilities and homes, the transfer of persons requiring certain treatment and operation of facilities by person relying on spiritual means for healing.

ORS 443.450 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.  
ORS 443.450 (1) requires the director to adopt rules governing: Physical properties of the residential facility: Storage, preparation and service of food: Care, treatment or training of the staff: the number, experience and training of the staff, and any other factors affecting the care, treatment or training provided. (2) Distinct rules shall be adopted for homes of five or fewer residents, for facilities of six or more but fewer than 16 residents, and for facilities for 16 or more residents. The rules shall differentiate among categories of residents. (3) For purposes of this section, "categories" refers to different population of residents, differentiated by, but not limited to, age and need, as defined by rule.

ORS 443.452 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.  
ORS 443.452 defines situations whereby the director may waive the requirements of ORS 443.410.

ORS 443.455 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.  
ORS 443.455 requires the director to prescribe a schedule of penalties appropriate to residential facilities licensed under ORS 443.400 to 443.455 and 443.991(2).

ORS 443.460 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:  
ORS 443.460 allows the director to exempt residential care facilities from the license, inspection and fee provisions when they exist in a county where there is a county agency which provides similar programs for licensing and inspection that the director finds are equal to or superior to the requirements of ORS 443.400 to 443.455.

ORS 443.500 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.  
ORS 443.500 requires that access be granted to the Senior and Disabled Services Division, the state or local fire inspector, or the state or local health officer in order to investigate complaints of abuse in all facilities registered under ORS 443.480 to 443.500.

OAR 309-35-100 to 309-35-190 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:  
OAR 309-35-100 to 309-35-190. These rules prescribe the standards and procedures by which the Mental Health and Developmental Disabilities Services Division approves and licenses residential care facilities for mentally or emotionally disturbed persons only. These rules are authorized by ORS 430.041 and carry out the provisions of ORS 443.400 through 443.455.

OAR 309-49-030 to 309-49-220 is not a part of this code but is reproduced or paraphrased here for the reader's convenience:  
OAR 309-49-030 to 309-49-220 prescribe standards by which the Mental Health and Developmental Disability Services Division approves programs that provide 24-hour residential support services for individuals with developmental disabilities.

## Attachment # 5

### APPENDIX I-G MOTION PICTURE PRODUCTION STUDIOS, SOUND STAGES AND APPROVED PRODUCTION FACILITIES

#### SECTION 1 - SCOPE

Production studios, sound stages and approved production facilities used by the entertainment industry for the purpose of motion picture, television and commercial production shall be in accordance with Appendix I-G.

#### SECTION 2 - DEFINITIONS

For the purpose of Appendix I-G, certain terms are defined as follows:

**COMMERCIAL** is an informational film designed to promote or sell a product.

**ENTERTAINMENT PRODUCTION FACILITIES** are approved production facilities, production studios, and sound stages, defined as follows:

**APPROVED PRODUCTION FACILITY** is an existing building, or portion of a building, or group of buildings that has been modified for the purpose of motion picture, television and commercial production.

**PRODUCTION STUDIO** is a building, portion of a building, or a group of buildings designed and constructed solely for the purpose of motion picture, television, and commercial production.

**SOUND STAGE** is a building or portion of a building usually insulated from outside noise and natural light for the purpose of motion picture, television and commercial productions, may also be referred to as a production facility.

**LIVE AUDIENCE STAGE** is an entertainment production facility with a live studio audience.

**PLATFORM** is a part of a set which is a floor or horizontal surface raised above stage floor level.

**SET** is a temporary structure built, constructed or assembled for the purpose of motion picture, television or commercial production.

#### SECTION 3 - PERMITS

Permits for specific uses within entertainment production facilities shall meet the requirements of Section 105, Permits.

|| Sections 4 through 13 are specifically deleted.

#### SECTION 4 - GENERAL REQUIREMENTS

**4.1 Occupancy classification.** The occupancy classification of entertainment production facilities shall be determined by the Building Official. Any change of use shall be obtained from the Building Official for existing buildings used for entertainment production facilities or places of assembly.

penetration fire-stop system is utilized for protection of the opening.

#### SECTION 6 - MECHANICAL EQUIPMENT

**6.1 Mechanical Equipment** Mechanical equipment used or installed as part of the building's heating or ventilation system

**4.2 Plans.** Plans for sets, entertainment productions facilities and temporary stages in existing buildings shall be submitted to the Chief when required.

**4.3 Live Audiences.** A seating plan shall be submitted to the Chief for approval. The seating plan shall show aisles, exits, chair arrangement and other features as required by the Chief.

**4.4 Exits.** Exits shall be as required by the Building Official. Such exits shall be maintained in accordance with Article 12.

**4.5 Housekeeping.** Entertainment production facilities, sets, and stages shall be maintained clear of obstructions and combustible material in accordance with Article 11.

**4.6 Foam Plastics.** Foam plastics shall meet the requirements of Article 11.

**4.7 Standby Personnel.** When required by the Chief, standby personnel may be required in accordance with Article 25.

#### SECTION 5 - ELECTRICAL

**5.1 Electrical.** Electrical equipment and wiring in entertainment production facilities shall be in accordance with the Electrical Code.

**5.2 Distribution.** Distribution equipment shall be listed for stage or production use. Electrical wiring to such equipment shall be considered permanent and shall comply with the electrical code. Temporary feeders shall not be tapped from electrical panelboards and switchboards where deadfront covers have to be removed.

**5.3 Installations.** Permanent or temporary electrical equipment and installations shall not obstruct exits, means of egress or fire department access.

**5.4 Generators.** Approved portable, mobile or stationary power-generating equipment may be used to supplement building electrical power for temporary wiring in accordance with the Electrical Code. Generator locations shall be approved by the Chief.

**5.5 Auxiliary Power.** Temporary auxiliary power cables supplied from mobile generators or adjacent buildings may pass through exterior walls and interior fire-resistive assemblies provided an approved through-

shall be installed and maintained in accordance with the Mechanical Code.

**6.2 Auxiliary Equipment.** Auxiliary heating and air-conditioning equipment shall be approved and listed for the intended use. Flexible duct shall be noncombustible. Such

• auxiliary equipment shall not obstruct exists, means of egress or fire department access.

## **SECTION 7 - FIRE EXTINGUISHING SYSTEMS**

**7.1 Fire Extinguishing Systems.** All fire extinguishing systems shall be installed in accordance with Section 7.

**7.2 Existing Approved Production Facilities and Sound Stages.** Existing approved production facilities and sound stages shall be protected by a fire extinguishing system in accordance with the Building Code.

**7.3 New Production Facilities and Sound Stages ..** All new production facilities and sound stages shall be protected throughout with a fire extinguishing system meeting the requirements of Extra Hazard, Group 2 and the Building Code.

### **7.4 Solid-Ceiling Sets and Platforms**

**7.4.1 In Excess of 600 Square Feet (55.7m<sup>2</sup>)** Solid ceiling sets and platforms in excess of 600 square feet (55.7m<sup>2</sup>) shall be protected by an automatic fire-extinguishing system.

#### **Exceptions:**

1. Platform less than 3 feet (914mm) in height.
2. Installation of listed heat detectors installed beneath solid-ceiling sets over 600 square feet (55.7m<sup>2</sup>) in area and under platforms (when provided) over 600 square feet (55.7m<sup>2</sup>) in area which exceed 3 feet (914mm) in height. Heat detectors shall be installed in accordance with the listing and connected to a constantly attended location.

**7.4.2 Less Than 600 Square Feet (55.7m<sup>2</sup>)** Solid-ceiling sets less than 600 square feet (55.7m<sup>2</sup>) in area shall be positioned to allow for the operation of the automatic fire extinguishing system.

## **SECTION 8 - FIRE DETECTION EQUIPMENT**

**8.1 Fire Alarm Panels.** Fire alarm panels shall be installed in accordance with Article 10.

**8.2 Heat Detectors.** Heat detectors shall be installed in accordance with the listing and Article 10.

#### **Exception:**

Heat detectors may be temporarily supported by sets, platforms or pedestals when approved by the Chief.

## **SECTION 9 - FLAMMABLE LIQUIDS**

Flammable liquids shall be used, handled and stored in accordance with Article 79.

## **SECTION 10 - LIQUEFIED PETROLEUM GASES**

Liquefied petroleum gases shall be used, handled and stored in accordance with Article 82.

## **SECTION 11 - FIREWORKS AND PYROTECHNIC SPECIAL EFFECTS MATERIAL**

Fireworks and pyrotechnic special effects materials shall be used, handled and stored in accordance with Article 77 and Article 78.

## **SECTION 12 - HAZARDOUS MATERIALS**

All other hazardous materials shall be used, handled and stored in accordance with Article 80.

## **SECTION 13 - FIRE APPLIANCES**

Fire appliances shall be provided and installed in accordance with Article 10.

## Attachment # 6

### APPENDIX II-K

#### NONPROTECTED ABOVEGROUND STEEL TANKS FOR MOTOR VEHICLE FUEL-DISPENSING STATIONS OUTSIDE BUILDINGS

(See UFC Sections 5202.3.1 and 5202.4.1)

##### SECTION 1 — SCOPE

Storage and dispensing of motor fuels into the fuel tanks of motor vehicles from aboveground steel tanks, other than protected tanks located outside buildings in approved locations, shall be in accordance with Appendix II-K.

##### SECTION 2 — DEFINITIONS

For the purpose of Appendix II-K, certain terms are defined as follows:

**FUEL-DELIVERY SYSTEM** is a system that consists of a tank vehicle containing a pump, fill hose with appropriate connections, and a person who performs the tank filling operation of transferring fuel from the tank vehicle to an aboveground steel tanks are as follows:

**2.1 PRECONNECTED FLEXIBLE HOSE SYSTEM** is a fuel delivery system containing a reel-mounted preconnected flexible hose having a maximum nominal diameter of 2 inches (51mm) and a manually controlled fuel-delivery nozzle at the downstream end of the hose.

**2.2 RIGID HOSE SYSTEM** is a fuel-delivery system utilizing one or more sections of large diameter hose [ usually 3 or 4 inches (76.2 to 101.6 mm) in nominal diameter] which does not contain a nozzle but which contains interlocking connections for manually connecting the hose from the tank vehicle to the tank.

##### SECTION 3 — PERMITS AND PLANS

A permit is required to install, operate, repair or modify aboveground steel tanks used for storage and dispensing of flammable or combustible liquid motor fuels.

The installation plans shall be submitted with permit applications. The plans shall include the design, details and specifications for the following:

- 3.1 Quantities and types of liquids to be stored;
- 3.2 Distances from tanks and dispensers to property lines and buildings;
- 3.3 Vehicle access;
- 3.4 Fire appliances;
- 3.5 Vehicle impact protection;
- 3.6 Aboveground tanks and their supports;

3.7 Method of storage and dispensing;

3.8 Overfill prevention, spill containment, vents, vapor recovery, dispensers, and other equipment and accessories;

3.9 Seismic design in accordance with the Building Code;

3.10 Secondary containment;

3.11 Venting;

3.12 Piping;

3.13 Electrical systems;

3.14 Grounding;

3.15 Corrosion protection for tank bottoms and underground piping.

3.16 Emergency controls; and

3.17 Other information as required by the chief.

##### SECTION 4 — TANK DESIGN

**4.1 General.** Aboveground steel tanks within the scope of Appendix II-K shall be designed in accordance with Section 7902.1.8.2 and shall also be listed and meet the requirements of Section 9003, Standard u.1.7.

**4.2 Size.** Aboveground steel tanks shall not exceed a 6,000 gallon (22 712 L) individual or 18,000 gallon (68 137) aggregate capacity.

**EXCEPTION:** Unprotected tanks containing Class II or III-A liquids may be of greater capacity as approved by the chief.

##### 4.3 Vents.

**4.3.1 Capacity.** Aboveground steel tanks shall be provided with vents for normal venting in accordance with Section 7902.1.11. Aboveground steel tanks shall be provided with construction or vents for emergency relief venting in accordance with Section 7902.2.6. The vent capacity reduction factor as provided for in Section 7902.2.6.3.4. shall not be allowed.

**4.3.2 Flame arresters.** Approved flame arresters shall be installed in normal vents.

## SECTION 5 — INSTALLATION OF TANKS

The installation of aboveground steel tanks within the scope of Appendix II-K shall be in districts or zones established by the jurisdiction, or in approved locations. Installations shall be in accordance with the following:

### 5.1 Separation Distances.

**5.1.1 Individual tanks.** An aboveground steel tank shall be separated from property lines, important buildings, public ways and other tanks in accordance with the following:

1. A minimum of 50 feet (15 240mm) from the nearest side of any public way or from the nearest important building on the same property;
2. A minimum of 100 feet (30 480 mm) from any property line which is or can be built upon, including the opposite side of a public way; and
3. A minimum of 3 feet (914 mm) between tanks.

**5.1.2. Aggregate capacity.** Aboveground steel tank installations having the maximum allowable aggregate capacity shall be separated from other installations of aboveground tanks by not less than 100 feet (30 480 mm).

**5.2 Secondary Containment.** Aboveground steel tanks shall be provided with spill control and secondary containment in accordance with Section 7901.8 or with drainage control and diking in accordance with Section 7902.2.8 or with a listed secondary containment system. Secondary containment systems shall be monitored either visually or automatically. Enclosed secondary containment systems shall be provided with emergency venting.

**5.3 Vehicle Impact Protection.** Guard posts or other approved barrier protection shall be separately provided for each aboveground steel tank and for connected piping subject to vehicle impact. The design of guard posts shall be in accordance with Section 8001.11.3.

**5.4 Overfill Prevention.** Aboveground steel tanks shall not be filled in excess of 90 percent of their capacity. An overfill prevention system shall be provided for each tank. During tank filling operation, the system shall:

1. Provide an independent means of notifying the person filling the tank that the fluid level has reached 85 percent of tank capacity by providing an audible or visual alarm signal, providing a tank level gauge marked at 85 percent of tank capacity, or other approved means, and
2. Automatically shut off the flow of fuel to the tank when the quantity of liquid in the tank reaches 90 percent of tank capacity or other approved method of overfill prevention. For rigid hose

fuel-delivery systems, an approved means shall be provided to empty the fill hose into the tank after the automatic shutoff device is activated.

3. A permanent sign shall be provided at the fill point for the tank documenting the filling procedure and the tank calibration chart. The filling procedure shall require the person filling the tank to determine the gallonage required to fill it to 90 percent of capacity before commencing the fill operation.

**5.5 Fill Pipe Connections.** The fill pipe shall be provided with a means for making a direct connection to the tank vehicle's fuel-delivery hose so that the delivery of fuel is not exposed to the open air during the filling operation. When any portion of the fill pipe exterior to the tank extends below the level of the top of the tank, a check valve shall be installed in the fill pipe not more than 12 inches (304.8mm) from the fill hose connection. See Section 7901.11 for tanks valves.

**5.6 Spill Containers.** A spill container having a capacity of not less than 5 gallons (18.9) shall be provided for each fill connection. For tanks with a top fill connection, spill containers shall be noncombustible and shall be fixed to the tank and equipped with a manual drain valve that drains into the primary tank. For tanks with a remote fill connection, a portable spill container shall be provided.

**5.7 Signs.** Warning signs and identification signs shall be installed to clearly identify hazards. The design of such signs shall be in accordance with Section 5201.8 and 7901.9. Conspicuous signs prohibiting simultaneous tank filling and fuel dispensing shall be posted.

## SECTION 6 — INSTALLATION OF DISPENSING AND PIPING SYSTEMS

**6.1 General.** Dispensing and piping systems and electrical controls shall be installed in accordance with Section 7901.11 and Article 52, except as provided in Appendix Sections 6.2, 6.3 and 6.4.

**6.2 Tank Openings.** Tank openings shall be through the top only.

**6.3 Dispensing Devices.** Dispensing devices are allowed to be installed on top of or immediately adjacent to unprotected aboveground tanks.

**6.4 Antisiphon Devices.** Approved antisiphon devices shall be installed in each external pipe connected to the tank when the pipe extends below the level of the top of the tank.

## SECTION 7 — PARKING OF TANK VEHICLES

The vehicles shall not be parked within 25 feet (7620 mm) of an aboveground tank.

**EXCEPTION:** When the tank is being filled by the tank vehicle.

• **SECTION 8 — MAINTENANCE**

Aboveground steel tanks, piping and dispensing systems shall be maintained in a safe operating condition. Aboveground steel tanks

and components of dispensing systems shall be maintained in accordance with their listings.

Damage to aboveground steel tanks shall be repaired using materials having equal or greater strength.

## Attachment # 7

### APPENDIX V-B

#### STATUTES AND ADMINISTRATIVE RULES SUPPLEMENTING THE UNIFORM FIRE CODE

ORS 476.280 and 476.290. Grant extraterritorial authority permitting a local fire department to extinguish a fire in an unprotected area and collect the cost from the owner of the property. See also ORS 478.310

ORS 476.380. Requires a person outside a rural fire district or forest protection district to obtain a permit from the county conducting open burning. Requires the county to prescribe the conditions for issuing a burning permit. County requirements must observe Environmental Quality Commission restrictions but may be more restrictive. See ORS 478.960 on permits inside rural fire districts.

ORS 476.410 to 476.440. Require use of standardized fire protection equipment and prohibit sale of nonstandard equipment.

ORS 476.510 to 476.610. Establish procedures and obligations in case of a state emergency due to a conflagration.

ORS 476.710. Restricts ocean beach fires as regulated by the State Department of Transportation.

ORS 476.715. Prohibits throwing away lighted material (cigarettes, matches, etc. ) on forest land, private roads and the right-of-way of public roads and railroads.

ORS 479.100 Requires a permit from state fire marshal personnel or the local assistant under ORS 476.060 to exhibit or use a motor vehicle in a building that is not a public garage.

ORS 479.250 to 479.300. Dwelling units sold since 1979, rental dwelling units, lodging houses and hotel guests must have smoke detectors complying with state fire marshal regulations. The State Fire Marshal or local official charged with providing fire protection can cite a landlord if acting on a complaint of a tenant.

ORS 480.010 to 480.280. Explosives and Fireworks.

ORS 480.310 to 480.340. Gasoline Dispensing.

ORS 480.410 to 480.460 Liquid Petroleum Gas.

#### ADMINISTRATIVE RULES

The following summarized administrative rules of the State Fire Marshal are in addition to this code. These are found in Oregon Administrative Rules, Chapter 837,

1. Sections 11-050 through 11-070. Assistants to the State Fire Marshal. County sheriffs are designated as assistants to the State Fire Marshal for the purpose of processing applications for possession of explosives.

2. Sections 12-005 through 12-570. Fireworks. These sections regulate the possession, sale and use of fireworks and set standards and procedures for obtaining permits.

3. Sections 30-100 through 30-130. Liquefied Petroleum Gases. These sections relate to rules outlined in the following NFPA publications:

Liquefied Petroleum Gases, 1995 (No.58)

Gas Appliances, Gas Piping, 1995 (No 54)

LP Gases at Utility Plants, 1995 (No.59)

4. Sections 30-140 through 30-280. Liquefied Petroleum Gas as Motor Fuel. These sections regulate the conversion or manufacture of vehicles and machinery to use liquefied petroleum gas as a motor fuel.

5. Section 41-050. Exitway Protection. This section requires upgrading of existing deficient buildings where a high life hazard exists to assure safe and adequate exits. The effect is to require exit system improvements in multifamily and other buildings or alternate protection through use of automatic sprinklers or fire detection system.

6. Sections 44-005 No Smoking in Elevators. This section requires "no smoking" signs in elevators.

7. Sections 45-005 through 45-025 Smoke Detectors. These sections establish standards for the smoke detectors required by ORS 479.250 to 479.300 .

8. Sections 61-005 through 61-010. Fire Fighting Equipment. Standards for screw threads and gaskets for fire hose couplings are stated.

9. Sections 80-005 through 80-015. Liquefied Natural Gas. These sections adopt NFPA No. 59A, Standard for Production, Storage and Handling of Liquefied Natural Gas, 1985 edition.



## Attachment # 8

### APPENDIX III-F

#### FIRE DEPARTMENT BUILDING SURVEY AND PLANS

##### SECTION 1 – SCOPE

When a building permit is required by Oregon Structural Specialty Code, building survey and plans for use by the fire department, shall be prepared by the permit applicant and submitted to building department for routing to the fire department in accordance with the provisions of Appendix Chapter III-F, at the time of the issuance of the permit.

**Exceptions:** 1. Remodels or tenant modifications where no changes or modifications are made to the items listed in Section 3 of this Appendix.

2. Group R, Division 3 Occupancies.

3. Agricultural buildings as defined in ORS Section 455.315.

4. Structures housing Group B, F, M, R, S and U Occupancies that are less than 4000 square feet ground floor area or less than 20 feet from the lowest finished floor to the highest finished ceiling.

##### SECTION 2 – BUILDING SURVEY

See the attachment to this Appendix Chapter for the building survey form.

**Note:** Upon request the survey form and a set of instructions can be obtained from the fire department.

##### SECTION 3 – PLANS DOCUMENTATION

Plans shall contain, but shall not be limited to, the following information:

###### **Building Exterior**

- Property lines
- Building foot print
- Access Roads (Required access roads shall be indicated)
- Fire Hydrant locations
- Fire Department Connection locations
- Under Ground Location and size of water mains used for fire protection (Public and Private)
- Above ground and below ground tanks (Flammables, Combustibles, Chemicals, LPG, Propane, Cryogenics, etc.) Material within the tank and size shall be indicated.
- Fences with gates (access points)

###### **Building Interior**

- Area Separation Walls
- Occupancy classifications and occupancy separation walls
- Corridors and hallways
- Rated corridors shall be indicated
- Unprotected openings in floors
- Unprotected stairways, escalators, etc.
- Protected stair enclosures
- Protected shafts (Elevator, etc. )

- Horizontal Exits and exit enclosures and extensions from enclosed stairway systems

###### **Building Interior and/or Exterior**

- Location of fire protection system controls
- Location of fire alarm system panels
- Location of electrical main disconnect
- Location of domestic water shut off valve
- Location of main natural gas shut of valve
- Location of tanks above or below the floors their size and contents.

###### **General Plan information**

Name and address of the building

Type of Construction per OSSC

Edition Date of Code and date built

Direction arrow (North)

Architectural firm or individual that prepared the plans

Address and phone #



# Tualatin Valley Fire & Rescue

## Fire Prevention

4755 SW Griffith - PO Box 4755 - Beaverton, OR 97005 - (503) 526-2459 - FAX: 526-2538

Page 1 of 2

### Building Survey Report

FMZ : \_\_\_\_\_ (to be filled out by TVF&R) Code Edition: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

Name of Building: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_

Architect: \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_

Architect Address: \_\_\_\_\_

ITEM	COMM	DESCRIPTION		
1. Occupancy		Type	Use	Capacity
2. Construction Type				Year Built
3. Area (Sq. Ft.)		Total	Largest Floor	Basement
4. Stories		No.	Height	High Rise <input type="checkbox"/> <input type="checkbox"/>
5 a. Exterior Wall Construction				
b. Opening Protection				
6. Interior Wall Construction				
7. Floor Construction				
8. Roof Construction				
9. Attic Draft Stops		No.		
10a. Occ. Sep. Wall Construction		No.		
b. Opening Protection				
11a. Area Sep. Wall Construction		No.		
b. Opening Protection				
12a. Smoke Barrier Wall Construction		No.		
b. Opening Protection				
13a. Corridor Wall Construction				
b. Opening Protection				
14a. Corridor Ceiling Construction				
b. Opening Protection				
15a. Shafts		No.	Type	
b. Opening Protection				

## Building Survey Report

FMZ : \_\_\_\_\_ (to be filled out by TVF&amp;R)

Name of Facility: \_\_\_\_\_

ITEM	COMM	DESCRIPTION		
16a. Stair Enclosure		No.		
b. Opening Protection				
17. Stairs		No.		
18. Ramps		No.		
19. Interior Finish Class		Room	Corridor	Exit Enclosure
20. Exits		No.	Total Width	
21. Exit Hardware Type				
22a. Exit Signs/Illumination				
b. Emergency Lighting				
23. Auto Sprinkler Coverage				
24. Standpipe Class/Locations				
25. Fire Alarm Type/Coverage				
26. Heating, Ventilation & Air Conditioning		Type	Fuel	
27. Electrical Installation				
28. Stage/Platform				
29. Hazardous Area				
30. Other				
Comments:				
Alternate Materials & Methods				
TVF&R Use Only				
Inspected By:		Date		No. Attachments
Reviewed By:			Date	
Updated				

MEETING DATE: JUL 15 1999  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

**SUBJECT:** Lease Agreement for Occupation of Space at 620 SW 5th for Health Department  
Emergency Services

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

**REGULAR MEETING:** **DATE REQUESTED:** July 15, 1999  
**AMOUNT OF TIME NEEDED:** 5 minutes

**DEPARTMENT:** Health Services **DIVISION:** Emergency Medical Services

**CONTACT:** Bill Collins **TELEPHONE #:** 22216  
**BLDG/ROOM #:** 160/10th

**PERSON(S) MAKING PRESENTATION:** Jennifer de Haro

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Approval of Lease Agreement for Emergency Medical Services at  
620 SW 5th Ave., Portland, OR

7/15/99 ORIGINAL LEASE DESCRIPTION  
form & LEASE AGREEMENTS & COPIES  
of All to JENNIFER de HARO

### SIGNATURES REQUIRED:


**ELECTED OFFICIAL:** \_\_\_\_\_  
(OR)  
**DEPARTMENT**  
**MANAGER:** Late E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of Commissioners

FROM: Bill Collins, Emergency Medical Services Administrator 

DATE: July 15, 1999

RE: Lease Agreement for the Office of Emergency Medical Services

1. Recommendation /Action Required:  
Approve the lease agreement.
2. Background/Action Requested:  
The office of Emergency Medical Services has been located in the McCoy building for several years. The space has now been determined to be of better service to the County as an office for Information Systems. Emergency Medical Services needs an office of comparable size and location. Approval of the lease will enable EMS to continue to provide their services to the public.
3. Financial Impact:  
Lease payments are budgeted for the current and next fiscal year, and will amount to less or equal what EMS is paying for its space in the County's McCoy Building.
4. Legal Issues:  
None known.
5. Controversial Issues:  
None known.
6. Link to Current County Policies:  
Fulfills County policy or providing a variety of medical services to the public.
7. Citizen Participation:  
None known.
8. Other Government Participation:  
None known.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
RESOLUTION NO. \_\_\_\_\_

Authorizing Execution of Agreement for Lease of Certain Real Property for the Operation of the Office of Emergency Medical Services.

The Multnomah County Board of Commissioners Finds:

- a) The Multnomah County Department of Health Services provides services in coordination with the medical community, and its function requires being located in the downtown Portland area.
- b) The County owns no space that will accommodate the needs of Emergency Medical Services.
- c) Real property suited to the function of Emergency Medical Services has been located.
- d) The premises described in the attached Lease Agreement before the Board this date have been determined to be available at a reasonable rental from the owner, 620 Associates, LLC.
- e) It appears that the lease of the premises described in Lease Agreement before the Board this date will benefit Multnomah County.

The Multnomah County Board of Commissioners Resolves:

1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Lease Agreement before the Board this date and any other documents required for the completion of this lease on behalf of Multnomah County.

Adopted this 15<sup>th</sup> day of July, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By \_\_\_\_\_

Matt Ryan, Assistant County Counsel



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☐ Taxpayer ID (lessor) \_\_\_\_\_  
☐ Renewal of Lease

Property Management  
Contact Person Bob Oberst Phone 248-3851 Date July 7, 1999

Division Requesting Lease Health Dept. - Emergency Medical Services

Contact Person Bill Collins Phone X22216

Lessor Name 620 Associates, LLC  
c/o Morgan Park Real Estate Svcs.  
Mailing Address 620 SW 5th Ave. Suite 1025

Portland, OR 97204

Phone 226-7025 Mark Ierulli

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.  
Portland, OR 97202

Phone 248-3322

Address of 620 SW 5th Ave.

Lease Property Portland, OR

Purpose of Lease Emergency Medical Services Off.

Effective Date about July 15, 1999

Termination Date June 30, 2004

Total Amount  
of Agreement \$ 90,720.00 \*

Payment Terms

☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 1,512.00

☐ Other \$ \_\_\_\_\_

\*does not include annual CPI  
adjustment

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170				

### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/7/99

County Counsel [Signature] Date 7/7/99

Property Management [Signature] Date 7/7/99

County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

CODE _____		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME _____		YEAR _____		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	0010863										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



OFFICE LEASE

This lease, made and entered into at **Portland**, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, 19**99** by and between

LANDLORD: **620 ASSOCIATES, LLC, a limited liability company**  
and

TENANT: **Multnomah County, acting by and through Multnomah County Emergency Medical Services, Department of Health**

Landlord hereby leases to Tenant the following: **Suite 725**

(the Premises)

In **The 620 Building, 620 S.W. Fifth Avenue**

(the Building)

at **Portland**, Oregon, containing approximately **1296** rentable square feet as shown on the attached floor plan, calculated using a load factor of **-0-** percent.

Tenant's Proportion Share for purposes of Section 19 shall be **1.947 %**.

This lease is for a term commencing **July 1, 1999** and continuing through **June 30, 19-2004** at a

Monthly Base Rental as follows:

**\$1,512 per month for the first Lease Year, subject to CPI escalation each July 1 as described in Section 19.2 below.**

Rent is payable in advance on the **1st** day of each month commencing **July 1, 1999**.

Landlord and Tenant covenant and agree as follows:

**1.1 Delivery of Possession.**

Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner unless the parties execute a written extension agreement.

**2.1 Rent Payment.**

Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under Section 19 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default. Failure to impose a late charge shall not be a waiver of Landlord's rights hereunder.

**3.1 Lease Consideration.**

Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ **1,512** as lease consideration. Landlord may apply the lease consideration to

Please Initial



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: 620 ASSOCIATES, LLC, an  
Oregon limited liability company

Address for notices:  
620 S.W. Fifth Avenue, Suite 1025  
Portland, Oregon 97204

TENANT: Multnomah County, acting by and  
through Multnomah County Emergency  
Medical Services, Department of Health  
Address for notices:  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED MULTNOMAH  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

BY: Thomas Sponser  
ASSISTANT COUNTY COUNSEL

DATE July 7, 1999

Please Initial

## STANDARD ADDENDUM TO OFFICE LEASE

Landlord: 620 ASSOCIATES, LLC

Tenant: Multnomah County, acting by and through Multnomah County Emergency Medical Services, Department of Health

Date: \_\_\_\_\_, 1999

THIS ADDENDUM ("Addendum") is made contemporaneously with and is a part of that certain Office Lease dated \_\_\_\_\_, 1999, between the above-named Landlord and the above-named Tenant for the Premises commonly known as Suite 725 of the 620 Building, 620 S.W. Fifth Avenue, Portland, Oregon. The defined, capitalized terms used and Section numbers in the Lease shall have the same meanings when used in this Addendum. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall govern the rights of the parties.

**21.1 Landlord's Consent.** In no event shall Tenant have the right to terminate this Lease, and in no event shall Landlord be liable for monetary damages, based upon a claim that consent has been unreasonably withheld or conditioned or otherwise arising from the withholding or conditioning of consent. This provision does not, however, limit the rights of Tenant under Section 31.1 below.

**22.1 Americans with Disabilities Act ("A.D.A.").** Tenant acknowledges that (a) compliance of the Premises with the A.D.A. depends upon the uses of the Premises, the location of each use within the Premises, alterations which Tenant makes to the Premises, and changes to these factors over time, and (b) Tenant may have obligations under the A.D.A. as an employer which may differ from its obligations as the operator of the Premises. Tenant shall make only such uses of the Premises as comply with the A.D.A. Tenant agrees that in connection with any installation of alterations and improvements by Tenant, Tenant shall comply with all requirements of the A.D.A. relating thereto including, but not limited to, any requirements to improve or modify other portions or aspects of the Premises in connection with or as a result of the alterations or improvements contemplated by Tenant, all at the expense of Tenant.

**23.1 Attorney Fees.** In the event of any litigation between Landlord and Tenant with regard to this Lease, including litigation or proceedings in Bankruptcy Court whether or not regarding issues which are unique to bankruptcy law, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorney fees incurred at and in preparation for such litigation or proceedings, including arbitration, trial, appeal and review.

**24.1 Landlord Limitation of Liability.** Tenant agrees that in the event Tenant shall have any claim against Landlord under this Lease arising out of the subject matter of this Lease, Tenant's sole recourse shall be against the Landlord's interest in the Building for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord as a result of a breach hereof or otherwise in connection with this Lease, and no other property or assets of Landlord; its successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree. Moreover,



**32.1 Tax Exemption Savings.** Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the Building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the Tenant by a reduction in the rent equal to the annual savings caused by the exemption in the amount of the lower of (a) the savings for the first tax year during the term for which such savings accrue, or (b) the actual amount of such savings. This reduction shall be granted exclusively by a credit from Landlord to Tenant, by notice from Landlord, each year, prorated as appropriate. In addition, no tax increase payments under Section 19.1 shall be required. However, this provision shall apply only so long as the Tenant is Multnomah County, Oregon.

**33.1 Year 2000 Compliance.** Landlord covenants that the Premises and all date sensitive embedded microprocessors, computer systems, and other devices related to the operation of the Premises are year 2000 compliant and will continue to work properly on and after January 1, 2000.

**34.1 Maintenance and Repair.** Any maintenance and repair work undertaken by Landlord in the Premises shall be conducted expeditiously and shall be completed in a reasonable time. In the conduct of such work, Landlord shall take reasonable steps to minimize interference with the use of the Premises by Tenant.

Landlord: 620 ASSOCIATES, LLC, an Oregon  
limited liability company

By: \_\_\_\_\_  
Richard M. Wolfen, Managing Member

Tenant: Multnomah County, acting by and through Multnomah  
County Emergency Medical Services, Department of  
Health

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

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY [Signature]  
ASSISTANT COUNTY COUNSEL  
DATE July 7, 1999

APPROVED MULTNOMAH  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue

☐ Rent Free Agreement

☐ Taxpayer ID (lessor)

☒ Expense

☐ County Owned

☐ Renewal of Lease

Property Management

Contact Person Bob Oberst

Phone 248-3851

Date July 7, 1999

Division Requesting Lease Health Dept.

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Lessor Name 620 Associates, LLC  
c/o Morgan Park Real Estate Svcs.

Mailing Address 620 SW 5th Ave. Suite 1025  
Portland, OR 97204

Phone 226-7025 Mark Ierulli

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.  
Portland, OR 97202

Phone 248-3322

Address of 620 SW 5th Ave.

Lease Property Portland, OR

Purpose of Lease

Effective Date about July 15, 1999

Termination Date June 30, 2004

Total Amount  
of Agreement \$ 90,720.00 \*

Payment Terms

☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 1,512.00

☐ Other \$ \_\_\_\_\_

\*does not include annual CPI  
adjustment

FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170				

### REQUIRED SIGNATURES:

Department Head

Date

County Counsel

Date

Property Management

Date

County Executive/Sheriff

Date

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	0010863										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
**RESOLUTION NO. 99-151**

Authorizing Execution of an Agreement for Lease of Certain Real Property for Office Space for the Multnomah County Department of Health

The Multnomah County Board of Commissioners Finds:

- a) The Multnomah County Department of Health provides services in coordination with the medical community, and the functions of certain programs require being located in the downtown Portland area.
- b) The County owns no space that will accommodate the needs of all Multnomah County Department of Health programs.
- c) Real property suited to the function of Multnomah County Department of Health programs has been located.
- d) The premises described in the attached Lease Agreement before the Board this date have been determined to be available at a reasonable rental from the owner, 620 Associates, LLC.
- e) It appears that the lease of the premises described in Lease Agreement before the Board this date will benefit Multnomah County.

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Lease Agreement before the Board this date and any other documents required for the completion of this lease on behalf of Multnomah County.

Adopted this 15th day of July, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By

  
Jacqueline A. Weber, Assistant County Counsel



OFFICE LEASE

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LANDLORD: **620 ASSOCIATES, LLC, a limited liability company**  
and

TENANT: **Multnomah County, acting by and through Multnomah  
County Department of  
Health**

Landlord hereby leases to Tenant the following: **Suite 725**

(the Premises)

In **The 620 Building, 620 S.W. Fifth Avenue**

(the Building)

at **Portland**, Oregon, containing approximately **1296** rentable

square feet as shown on the attached floor plan, calculated using a load factor of **-0-** percent.

Tenant's Proportion Share for purposes of Section 19 shall be **1.947** %.

This lease is for a term commencing **July 1**, 19**99** and continuing through **June 30, 19-2004** at a

Monthly Base Rental as follows:

**\$1,512 per month for the first Lease Year, subject to  
CPI escalation each July 1 as described in Section 19.2  
below.**

Rent is payable in advance on the **1st** day of each month commencing **July 1**, 19**99**.

Landlord and Tenant covenant and agree as follows:

**1.1 Delivery of Possession.**

Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner unless the parties execute a written extension agreement.

**2.1 Rent Payment.**

Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under Section 19 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default. Failure to impose a late charge shall not be a waiver of Landlord's rights hereunder.

**3.1 Lease Consideration.**

Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ **1,512** as lease consideration. Landlord may apply the lease consideration to

Please Initial

pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

4.1 Use. Tenant shall use the Premises as business for office purposes and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply and cause the Premises to comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. \*

4.2 Equipment.

Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating or communication equipment or exceptionally heavy articles. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense. Landlord shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Building.

4.3 Signs. No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

5.1 Utilities and Services.

Landlord will furnish water and electricity to the Building at all times and will furnish heat and air conditioning (if the Building is air conditioned) during the normal Building hours as established by Owner. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Tenant shall provide its own surge protection for power furnished to the Premises.

5.2 Extra Usage.

If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause. Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

5.3 Security.

Landlord may but shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all reasonable security measures adopted by Landlord. Tenant may install a security system within the leased Premises with Landlord's written consent which will not be unreasonably withheld. Landlord will be provided with an access code to any security system and shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Building or the Premises at any time.

6.1 Maintenance and Repair.

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense. See Addendum.

6.2 Alterations.

Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Any such

Please Initial

Improvements, alterations, wiring, cables or conduit installed by Tenant shall at once become part of the Premises and belong to Landlord except for removable machinery and unattached movable trade fixtures. Landlord may at its option require that Tenant remove any improvements, alterations, wiring, cables or conduit installed by or for Tenant and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with work being performed by Tenant in the Premises. Work by Tenant shall comply with all laws then applicable to the Premises.

#### 7.1 Indemnity.

Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord and its managing agents from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Neither Landlord nor its managing agent shall have any liability to Tenant because of loss or damage to Tenant's property or for death or bodily injury caused by the acts or omissions of other Tenants of the Building, or by third parties (including criminal acts).

#### 7.2 Insurance.

Tenant shall carry liability insurance with limits of not less than **One** Million Dollars (\$1,000,000) combined single limit bodily injury and property damage which insurance shall have an endorsement naming Landlord and Landlord's managing agent, if any, as an additional insured, cover the liability insured under paragraph 7.1 of this lease and be in form and with companies reasonably acceptable to Owner. Prior to occupancy, Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days advance notice to Landlord and Landlord's managing agent, if any. A renewal certificate shall be furnished at least 10 days prior to expiration of any policy.

See Addendum

#### 8.1 Fire or Casualty.

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this lease by notice in writing to the Tenant within 30 days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.

#### 8.2 Waiver of Subrogation.

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord, its managing agent nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a special all risk property insurance policy, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. This waiver is binding only if it does not invalidate the insurance coverage of either party hereto.

#### 9.1 Eminent Domain.

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

#### 10.1 Assignment and Subletting.

This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment or subletting provided the effective rental paid by the subtenant or assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

#### 11.1 Default.

Any of the following shall constitute a default by Tenant under this lease:

Please Initial

7/95

Page 3

Landlord

Tenant



- (a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good, faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
- (b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Tenant's properties or financial records.
- (c) Assignment or subletting by Tenant in violation of paragraph 10.1.
- (d) Vacation or abandonment of the Premises without the written consent of Landlord or failure to occupy the Premises within 20 days after notice from Landlord tendering possession.

## 11.2 Remedies for Default.

In case of default as described in paragraph 11.1 Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- (a) Landlord may at its option terminate the lease by notice to Tenant. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.
- (b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this lease, and the unamortized cost of any tenant improvements installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgement at the prevailing interest rate on judgements.
- (c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

## 12.1 Surrender.

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

## 13.1 Regulations.

Landlord shall have the right but shall not be obligated to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, health (including moving, use of common areas and prohibition of smoking), order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

## 14.1 Access.

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord may regulate access to any Building elevators outside of normal Building hours. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs or alterations to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

## 14.2 Furniture and Bulky Articles.

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

Please Initial

**15.1 Notices.**

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

**16.1 Subordination and Attornment.**

This lease shall be subject to and subordinate to any mortgages, deeds of trust, or land sale contracts (here after collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to Tenant a written agreement to recognize Tenant's lease, Tenant shall attorn to such purchaser and this Lease shall continue.

**16.2 Transfer of Building.**

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser or transferee assumes all obligations hereunder, the transferor shall have no further liability hereunder.

**16.3 Estoppels.**

Either party will within 10 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

**17.1 Attorneys' Fees.**

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal. If Landlord incurs attorneys' fees because of a default by Tenant, Tenant shall pay all such fees whether or not litigation is filed.

**18.1 Quiet Enjoyment.**

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Neither Landlord nor its managing agent shall have any liability to Tenant for loss or damages arising out of the acts, including criminal acts, of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

**19.1 Additional Rent-Tax Adjustment.**

Whenever for any July 1 - June 30 tax year the real property taxes levied against the Building and its underlying land exceed those levied for the ~~40~~ ~~49~~ <sup>\*</sup>tax year, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's Proportionate Share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located, the cost of contesting any tax and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase. See Addendum

<sup>\*</sup> 1999-2000

**19.2 Additional Rent-Cost-of-Living Adjustment.**

On each anniversary date of this lease, the Landlord shall adjust the base rental in the same percentage as the increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. The change shall be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982 - 84 = 100" for the latest available month preceding the month in which the lease term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using index figures derived from the same base period and in no event shall this provision operate to decrease the monthly rental for the Premises below the initial stated monthly rental, plus property tax adjustments and operating expense adjustments as provided in this Lease. If the index cited above is revised or discontinued during the term of this Lease then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers to replace it shall be used.

**19.3 Operating Expense Adjustment.**

Tenant shall pay as additional rent Tenant's Proportionate Share of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year 1999 (base year). Effective January 1 of

Please Initial

each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for that year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of natural gas and electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Landlord may select but not shorter than the period allowed under the Internal Revenue Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

**19.4 Disputes.**

If Tenant disputes any computation of additional rent or rent adjustment under paragraphs 19.1 through 19.3 of this lease, it shall give notice to Landlord not later than one year after the notice from Landlord describing the computation in question, but in any event not later than 30 days after expiration or earlier termination of this lease. If Tenant fails to give such a notice, the computation by Landlord shall be binding and conclusive between the parties for the period in question. If Tenant gives a timely notice, the dispute shall be resolved by an independent certified public accountant selected by Landlord whose decision shall be conclusive between the parties. Each party shall pay one-half of the fee for making such determination except that if the adjustment in favor of Tenant does not exceed ten percent of the escalation amounts for the year in question, Tenant shall pay (i) the entire cost of any such third-party determination; and (ii) Landlord's out-of-pocket costs and reasonable expenses for personnel time in responding to the audit. Nothing herein shall reduce Tenant's obligations to make all payments as required by this lease.

**20.1 Complete Agreement; No Implied Covenants.**

This lease and the attached Exhibits and Schedules if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

**20.2 Space Leased AS IS.**

Unless otherwise stated in this Lease, the Premises are leased AS IS in the condition now existing with no alterations or other work to be performed by Landlord.

**20.3 Captions.**

The titles to the paragraphs of this lease are descriptive only and are not intended to change or influence the meaning of any paragraph or to be part of this lease.

**20.4 Nonwaiver.**

Failure by Landlord to promptly enforce any regulation, remedy or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Landlord becomes entitled to the benefit thereof notwithstanding delay in enforcement.

**20.5 Exhibits.**

The following Exhibits are attached hereto and incorporated as a part of this lease:

Exhibit A - Building  
Exhibit B - Premises  
Exhibit C - Rules & Regulations  
Standard Addendum to Office Lease

Please Initial

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: 620 ASSOCIATES, LLC, an  
Oregon limited liability company

Address for notices:  
620 S.W. Fifth Avenue, Suite 1025  
Portland, Oregon 97204

TENANT: Multnomah County, acting by and  
through Multnomah County

Address for notices: Department of Health  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: Beverly Stein

Title: Beverly Stein, Multnomah County Chair

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

Title: \_\_\_\_\_

APPROVED MULTNOMAH  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY Thomas Spenser  
ASSISTANT COUNTY COUNSEL  
DATE July 7, 1999

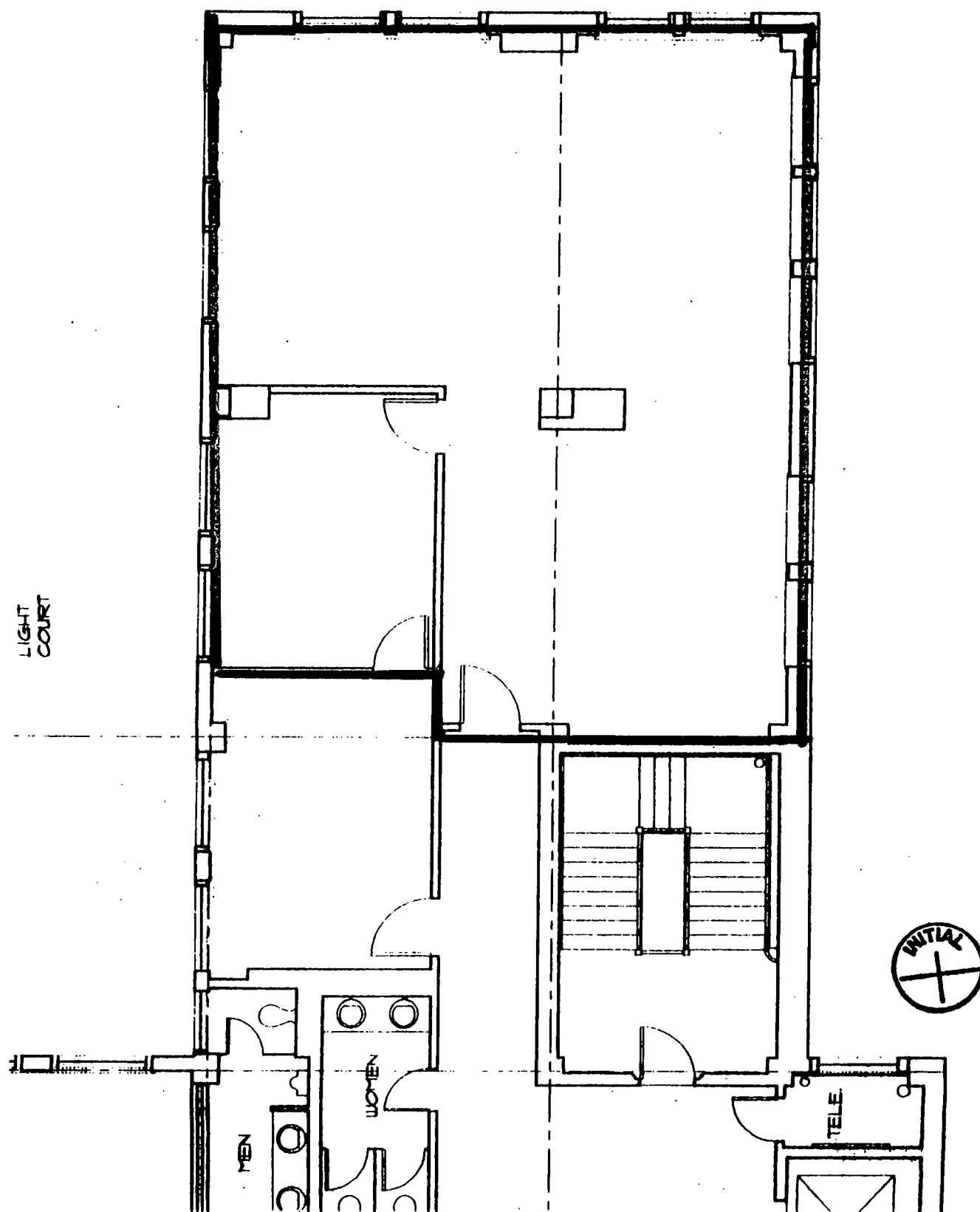
Please Initial

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**620 BUILDING**

Lots 7 and 8, Block 62, City of Portland, in the City of Portland, Multnomah County, Oregon.



EXHIBIT "B"



# 620 SW Fifth Building

## Rules and Regulations

August 5, 1997

1. Lessee will deposit all garbage in the receptacles the Lessor provides for garbage and will not leave or accumulate any boxes, packing material, or other trash of any kind on the premises or common areas.
2. Lessee shall not display any merchandise outside the premises at any time without the prior written consent of the Lessor.
3. Lessee shall not erect or install any signs or advertising material or devices in or about the Premises without the previous approval of the Lessor. Lessee shall not place upon or install in windows or other openings or exterior sides of doors or walls of the Premises or any part of the Premises visible from the exterior of the Premises any signs, symbols, drapes or other materials without prior written consent of Lessor.
4. Lessee shall ensure that no animals are kept in or about the Premises and that the Premises are not used for sleeping quarters.
5. Lessee shall not bring upon the Premises any machinery, equipment, or article or thing that by reason of its weight, size or use might damage the Premises and that it will not at any time overload the floors of the Premises.
6. All deliveries shall be made to the loading entrance provided and during such periods as shall be designated by Lessor. Lessee shall not interfere with access.
7. No auction, quitting business, bankruptcy, fire, or similar sale shall be conducted on the premises without the prior approval of the Lessor.
8. Use of Service Elevator. The Landlord shall designate appropriate entrances and a "service" elevator for deliveries or other movement to or from the Premises of equipment, materials, supplies, furniture or other property, and Lessee shall not use any other entrances or elevators for such purposes. The service elevator shall be available for use by all tenants in the building, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate.
9. Any directory provided by the Lessor for the Building will be for display of the business name and location of Lessees and Lessor reserves the right to exclude any other names.
10. Lessee shall not place any new or additional locks on any doors of the Premises or re-key any existing locks without the consent of the Lessor.
11. Lessor reserves the right to exclude or expel from the common areas any person who, in the judgement of the Lessor, is intoxicated, under the influence of drugs, or who shall in any manner violate any of the rules and regulations.
12. Lessee shall not do or permit to be done within the Premises anything which would unreasonably annoy or interfere with the rights of other Lessees of the Building.
13. Lessee shall not permit it's employees or invitees to loiter in or about the common areas, or to obstruct any of the parking, truck maneuvering, or other common areas, or to place, empty, or throw any rubbish, litter, trash or material of any nature upon any common areas.
14. No storage of materials, equipment, or property of any kind is permitted outside the Premises (except in designated locations with Lessor's consent) and any such property may be removed by Lessor at Lessee's risk and expense.
15. Lessee shall not make or permit any use of the Premises which may be dangerous to life, limb or property, or any noise, odor or vibrations to emit from the Premises which are objectionable to Landlord or other occupants of the Building; or to create, maintain, or permit a nuisance or any violation of any regulation of any governmental agency thereon.
16. Lessee shall not commit or permit to be committed any waste, damage or injury to the Premises or other common



areas adjoining the Building and shall promptly repair the same at it's expense.

17. Lessee shall not at any time display a "For Rent" sign upon the Premises.

18. Lessee shall be responsible for keeping a copy of the Lease and Lessor's current rules and regulations upon the Premises.

19. Lessee shall not waste electricity or water and agrees to cooperate fully with Lessor to assure the most effective and economical use of utilities services as may be provided to the Building by Lessor.

20. Lessee shall keep Lessor advised of the current telephone numbers of Lessee's employees who may be contacted in an emergency; i.e. fire, break-in, vandalism, etc. If Lessor shall deem it necessary to respond to such emergency in Lessee's behalf, Lessee shall pay all costs incurred for services ordered by Lessor to secure or otherwise protect the Premises and the contents thereof, including premium charge for any time spent by Lessor's employees in responding to such an emergency.

21. All common areas, including the restrooms, and all storage areas are non-smoking areas.

22. Building codes and keys in the possession of Tenant and Tenant's employees are not to be given to non-tenants for any reason.





## STANDARD ADDENDUM TO OFFICE LEASE

Landlord: 620 ASSOCIATES, LLC

Tenant: Multnomah County, acting by and through Multnomah County  
Department of Health

Date: \_\_\_\_\_, 1999

THIS ADDENDUM ("Addendum") is made contemporaneously with and is a part of that certain Office Lease dated \_\_\_\_\_, 1999, between the above-named Landlord and the above-named Tenant for the Premises commonly known as Suite 725 of the 620 Building, 620 S.W. Fifth Avenue, Portland, Oregon. The defined, capitalized terms used and Section numbers in the Lease shall have the same meanings when used in this Addendum. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall govern the rights of the parties.

**21.1 Landlord's Consent.** In no event shall Tenant have the right to terminate this Lease, and in no event shall Landlord be liable for monetary damages, based upon a claim that consent has been unreasonably withheld or conditioned or otherwise arising from the withholding or conditioning of consent. This provision does not, however, limit the rights of Tenant under Section 31.1 below.

**22.1 Americans with Disabilities Act ("A.D.A.").** Tenant acknowledges that (a) compliance of the Premises with the A.D.A. depends upon the uses of the Premises, the location of each use within the Premises, alterations which Tenant makes to the Premises, and changes to these factors over time, and (b) Tenant may have obligations under the A.D.A. as an employer which may differ from its obligations as the operator of the Premises. Tenant shall make only such uses of the Premises as comply with the A.D.A. Tenant agrees that in connection with any installation of alterations and improvements by Tenant, Tenant shall comply with all requirements of the A.D.A. relating thereto including, but not limited to, any requirements to improve or modify other portions or aspects of the Premises in connection with or as a result of the alterations or improvements contemplated by Tenant, all at the expense of Tenant.

**23.1 Attorney Fees.** In the event of any litigation between Landlord and Tenant with regard to this Lease, including litigation or proceedings in Bankruptcy Court whether or not regarding issues which are unique to bankruptcy law, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorney fees incurred at and in preparation for such litigation or proceedings, including arbitration, trial, appeal and review.

**24.1 Landlord Limitation of Liability.** Tenant agrees that in the event Tenant shall have any claim against Landlord under this Lease arising out of the subject matter of this Lease, Tenant's sole recourse shall be against the Landlord's interest in the Building for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord as a result of a breach hereof or otherwise in connection with this Lease, and no other property or assets of Landlord, its successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree. Moreover,



Tenant agrees that Landlord shall in no event and under no circumstances be responsible for any consequential damages incurred or sustained by Tenant, or its employees, agents, contractors or invitees as a result of or in any way connected to Tenant's occupancy of the Premises. Tenant further hereby waives any and all right to assert any claim against or obtain any damages from, for any reason whatsoever, the trustees, directors, officers and partners of Landlord including all injuries, damages or losses to Tenant's property, real and personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Tenant may have against Landlord or its directors, officers or partners under this Lease or arising out of the subject matter of this Lease. Tenant understands and acknowledges the significance and consequence of such specific waiver. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom. Landlord shall not be liable for injury or damage to the person, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. For purposes of this Section 24.1, the term "Landlord" means and includes the Landlord named below and any successor landlord, the agents and property managers of such lessors, and the owners, employees, and agents of the foregoing.

**24.2 Liability.** The provisions of Section 24.1 and elsewhere in this Lease shall not release Landlord from liability, nor require Tenant to indemnify Landlord, for any cause of action for bodily injury or death to the extent the same is caused by the negligence or willful misconduct of Landlord.

**25.1 Additional Insurance Provisions.**

(a) The amount of liability insurance to be carried by Tenant pursuant to Section 7.2 shall be the greater of the amount listed therein or One Million Dollars (\$1,000,000). In addition to the coverage required in Section 7.2, the liability insurance carried by Tenant shall cover: (i) operations of independent contractors engaged by Tenant for services or construction on or about the Premises; and (ii) contractual liability.

(b) In addition to the insurance requirements contained in Section 7.2, Tenant shall carry: (i) all-risk property insurance, insuring the personal property, furniture, furnishings and fixtures belonging to Tenant located on the Premises and any alterations or tenant improvements made to the Premises by Tenant for not less than one hundred percent (100%) of the actual replacement value thereof; (ii) workers' compensation insurance in the amount required by law; (iii) business interruption or loss of income insurance in amounts satisfactory to Landlord, with a rental interruption rider assuring Landlord that the rent due hereunder will be paid for a period of not less than twelve (12) months if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of all-risk insurance; and (iv) such other insurance as Landlord deems reasonably necessary



(c) Each insurance policy obtained by Tenant pursuant to this Lease shall be in a form satisfactory to Landlord and shall be taken out with an insurance company authorized to do business in the State in which the Building is located and rated not less than Best's Financial Class X and Best's Policy Holder Rating "A". In addition, any insurance policy obtained by Tenant shall be written as a primary policy, and shall not be contributing with or in excess of any coverage which Landlord may carry, and shall have loss payable clauses reasonably satisfactory to Landlord and shall name Landlord and any secured party or managing agent as an additional insured for commercial general liability insurance. The liability limits of the above described insurance policies shall in no manner limit the liability of Tenant under the terms of Section 7.1 above.

(d) Not more frequently than every two (2) years, Landlord may, by notice to Tenant, require an increase in the above-described limits of coverage if, in the reasonable opinion of Landlord, the amount of liability insurance specified in this Section 7.2, is not adequate to maintain the level of insurance protection at least equal to the protection afforded on the date the Term commences.

(e) If Tenant fails to maintain and secure the insurance coverage required under this Section 7.2., then Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to procure and maintain such insurance, the cost of which shall be due and payable to Landlord by Tenant within ten (10) business days after written demand.

(f) If, on account of the failure of Tenant to comply with the provisions of this Section, Landlord is deemed a co-insurer by its insurance carrier, then any loss or damage which Landlord shall sustain by reason thereof shall be borne by Tenant and shall be paid by Tenant as additional rent within ten (10) business days after receipt of a bill therefor and evidence of such loss.

(g) The last sentence of Section 8.2 is hereby deleted and the following is inserted in its place: The foregoing waiver shall be effective whether or not a waiving party actually obtains and maintains such insurance which such waiving party is required to obtain and maintain pursuant to this Lease (or any substitute therefor). Tenant shall, upon obtaining the policies of insurance which Tenant is required to maintain hereunder, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding the foregoing, however, Tenant shall be liable to Landlord for damage caused to the Premises, Building and Common Areas by Tenant or its employees or contractors during Tenant's move in or move out of the Premises or installation of tenant improvements in the Premises.

**25.2 Self-Insurance Provision.** If and so long as the Tenant hereunder is solely Multnomah County, then the provisions of this Lease requiring the Tenant to maintain particular policies of insurance may be satisfied by Multnomah County maintaining and providing evidence of an acceptable program of self-insurance. In order to satisfy the insurance requirements of this Lease with a program of self-insurance, the following conditions must be met; at such time as any of such conditions is not met, then the requirement to maintain



insurance with a third-party insurer must be satisfied with third-party insurance of the types and in the amounts required by this Lease. The conditions to be satisfied are:

- (a) Multnomah County must maintain a professionally administered program of self-insurance based upon a professional third-party analysis of risks and accompanied by reserves approved by a third-party expert as sufficient for full coverage of the risks that are self-insured;
- (b) Multnomah County must provide to Landlord, prior to taking occupancy of the Premises and annually thereafter, a written certification from an officer of Multnomah County and from an officer of such independent service, in form and substance reasonably acceptable to Landlord, describing the program of self-insurance and certifying the sufficiency of the risk analysis and of the reserves associated with the self-insurance program;
- (c) Any secured lender of Landlord must be satisfied with the program of self-insurance and must not object to the fulfillment of the insurance requirements set forth in this Lease by means of the self-insurance program; and
- (d) Tenant must not be in default under this Lease.

The limited right of self-insurance described above applies only to Multnomah County. In the event this Lease is assigned, any assignee must immediately comply with the insurance requirements of this Lease. In the event all or any portion of the Premises is subleased, the sublessee must immediately comply with all insurance provisions of this Lease. Compliance by the assignee or sublessee with the insurance requirements of this Lease shall be a condition to any assignment or sublease and to any occupancy of the Premises by such assignee or sublessee. This provision does not imply any right on the part of Tenant to assign this Lease nor to sublease any portion of the Premises.

Tenant hereby waives all claims against Landlord, and Tenant hereby agrees to defend and indemnify Landlord, on the same basis and to the same extent as set forth in this Lease and as would be the case in the event Tenant did not self-insure any of the insurance requirements of this Lease. Tenant hereby assumes the risks of and shall pay from its assets all claims (and related costs and expenses) if and to the same extent that a third-party insurance company would have paid those amounts if the insurance company had issued the insurance policies required by the provisions of this Lease; this provision shall not limit the liability of Tenant (for example, the amount of liability insurance otherwise required to be maintained by Tenant under this Lease would not be a limitation on the liability of Tenant for a liability claim, and the fact that Tenant self-insures the third-party insurance requirements of this Lease shall not be a limit on such liability). Notwithstanding the foregoing, so long as the Tenant is Multnomah County, Tenant does not waive the benefit of any provision of the Oregon Tort Claims Act and does not agree to indemnify Landlord beyond the statutory limits set forth in the Oregon Tort Claims Act.

To the extent that this Lease requires the maintenance of insurance policies and to the extent that Tenant self-insures the required coverages, then Tenant shall be deemed to have self-insured such coverages on the same basis as, and pursuant to the terms of, a policy that



Landlord's insurer would have issued to Tenant in the event Tenant had insured such risks through Landlord's insurer.

In the event Tenant discontinues its self-insurance program or in the event any of the above listed conditions cease to exist, Tenant shall provide to Landlord immediate written notice of such event, accompanied by evidence of third-party insurance as required by this Lease.

**26.1 Additional Subordination and Attornment Provisions.** The last sentence of Section 16.1 is hereby deleted and the following is inserted in its place: If any encumbrance is foreclosed, or eliminated by deed in lieu of foreclosure, and if the purchaser at the foreclosure sale or the grantee of the deed in lieu of foreclosure elects, in its sole discretion, to continue the Lease, then the Lease shall continue in full force and effect and Tenant agrees (1) to attorn to and acknowledge any mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Premises and to any party acquiring title to the Premises by judicial foreclosure, trustee's sale, or deed in lieu of foreclosure, as the successor to Landlord hereunder, and (2) to execute any attornment agreement evidencing such attornment requested by a mortgagee, beneficiary, or party so acquiring title to the Premises, and (3) that this Lease, subject to the rights under any outstanding non-disturbance agreement, at the option of such mortgagee, beneficiary, or other party, shall remain in force notwithstanding any such judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or merger of titles. Notwithstanding the foregoing, if the purchaser at the foreclosure sale or the grantee of the deed in lieu of foreclosure elects not to continue the Lease, such purchaser or grantee shall, within sixty (60) days after such sale or conveyance, notify Tenant in writing to vacate and surrender the Premises within ninety (90) days from the date of such sale or conveyance, in which case the Lease shall fully terminate and expire at the end of the said period of ninety (90) days. Notwithstanding the foregoing, neither a mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Premises, nor any party acquiring title to the Premises by judicial foreclosure, trustee sale, or deed in lieu of foreclosure, as the successor to Landlord hereunder, shall (a) be liable or responsible for any act or omission of any prior landlord (including Landlord), (b) be obligated to cure any breach of a covenant contained in this Lease that occurred before such party acquired its interest in the Premises or be obligated to cure any continuing breach thereof until after the successor Landlord has received the notice and right to cure as provided herein, (c) be liable for any damage or other relief attributable to any breach of any representation or warranty contained in the Lease by any prior landlord (including Landlord) under the Lease, (d) be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) or any person or entity claiming by, through, or under any prior landlord (including Landlord), (e) be liable or responsible for any security deposits held by Landlord hereunder which have not been actually received by such party, (f) be bound by any prepayment of rent or additional rent for more than the current month to any prior landlord (including Landlord) or any person or entity claiming by, through, or under any prior landlord (including Landlord), (g) be bound by any amendment or modification of this Lease or by any waiver or forbearance on the part of any prior landlord (including Landlord) made or given without the written consent of such party, (h) be bound to make any payment to Tenant or to perform any construction requirements called for in this Lease, and (i) be liable to the Tenant in any event for any cause whatsoever for damages or claims in excess of Beneficiary's interest in the Property of which the Premises is a part, it being expressly agreed that Beneficiary's liability under the Lease shall be non-recourse and that the Tenant's sole remedy in the event it obtains a judgment against Beneficiary for its default under the terms of



the Lease shall be to foreclose such judgment against Beneficiary's interest in such Property and not to proceed against any other assets of Beneficiary. So long as the Premises is encumbered by a first trust deed which so requires, Tenant shall not subordinate to any lien or charge other than the lien of such first trust deed or depend in any manner upon property not subject to the lien of such first trust deed. So long as the Premises is encumbered by a first trust deed which so requires, Tenant shall provide notice to the beneficiary of such trust deed of any default by Landlord under the Lease and such beneficiary, prior to any termination of the Lease by Tenant, shall have the right to cure such default within sixty (60) days after receipt of such notice or, in the event such cure requires more than sixty (60) days or in the event such beneficiary shall have acquired Landlord's interest in the Premises, within a reasonable time after such time period or after such beneficiary shall have acquired Landlord's interest in the Premises, as the case may be, to proceed diligently to effect such cure.

**27.1 Force Majeure.** Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority.

**28.1 WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT AGREE EACH SHALL, AND DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL ON THIS SUBJECT.

**29.1 Improvements.** The Premises are leased "AS IS" in their present condition except only that, prior to commencement of the term of this Lease, Landlord shall (a) install sprinklers in the Premises to the extent required by code, and (b) repair the existing office door and deadbolt the west door of the northwest office. Landlord shall have the right, before or after commencement, to complete the west wall of the northwest office, at Landlord's expense.

**30.1 Oregon Tort Claims Act.** Any covenant herein by Tenant to defend, indemnify, or hold harmless the Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, including any applicable time limits in ORS 30.275.

**31.1 Early Expiration.** It is understood and agreed that Tenant may cause this Agreement to expire, effective on any June 30 during the term hereof, beginning June 30, 2000, by giving Landlord not less than three months' prior written notice of such early expiration if the program funding to maintain the program to be operated in the Premises under this Agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in the Premises.



**32.1 Tax Exemption Savings.** Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the Building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the Tenant by a reduction in the rent equal to the annual savings caused by the exemption in the amount of the lower of (a) the savings for the first tax year during the term for which such savings accrue, or (b) the actual amount of such savings. This reduction shall be granted exclusively by a credit from Landlord to Tenant, by notice from Landlord, each year, prorated as appropriate. In addition, no tax increase payments under Section 19.1 shall be required. However, this provision shall apply only so long as the Tenant is Multnomah County, Oregon.

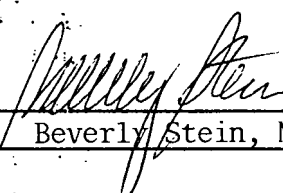
**33.1 Year 2000 Compliance.** Landlord covenants that the Premises and all date sensitive embedded microprocessors, computer systems, and other devices related to the operation of the Premises are year 2000 compliant and will continue to work properly on and after January 1, 2000.

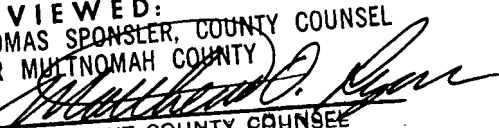
**34.1 Maintenance and Repair.** Any maintenance and repair work undertaken by Landlord in the Premises shall be conducted expeditiously and shall be completed in a reasonable time. In the conduct of such work, Landlord shall take reasonable steps to minimize interference with the use of the Premises by Tenant.

Landlord: 620 ASSOCIATES, LLC, an Oregon  
limited liability company

By: \_\_\_\_\_  
Richard M. Wolfen, Managing Member

Tenant: Multnomah County, acting by and through Multnomah  
County Department of  
Health

By:   
Its: Beverly Stein, Multnomah County Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY   
ASSISTANT COUNTY COUNSEL  
DATE July 7, 1999

APPROVED MULTNOMAH  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 7/15/99  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 15 1999  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Award of Integrated Enterprise System Contract to Deloitte Consulting/SAP

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

REGULAR MEETING: DATE REQUESTED: July 15, 1999  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111 X22651  
BLDG/ROOM #: 421/1<sup>st</sup> floor

PERSON(S) MAKING PRESENTATION: Franna Hathaway/Vickie Gates

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Award of Integrated Enterprise System contract to Deloitte Consulting/SAP

7/16/99 COPIES TO FRANNA HATHAWAY & VICKIE GATES

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: J. DAB

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL 17 PM 3:19  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277





# MULTNOMAH COUNTY, OREGON

## DEPARTMENT OF SUPPORT SERVICES

### COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR  
DIANE LINN, DISTRICT #1  
SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
PO BOX 14700  
PORTLAND, OR 97293-0700  
PHONE (503) 248-3312  
FAX (503) 248-3292

### FINANCE DIVISION

CONTRACTS  
MATERIEL MANAGEMENT  
PURCHASING

FORO BUILDING  
2505 SE 11<sup>TH</sup> 1<sup>ST</sup> FLOOR  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252  
TDD (503) 248-5170

## MEMORANDUM

TO: Board of County Commissioners

FROM:  Franna Hathaway, Administrator, Purchasing Section

DATE: July 7, 1999

REQUESTED PLACEMENT DATE: July 15, 1999

SUBJECT: Award of Integrated Enterprise System (IES) Contract to Deloitte Consulting/SAP

- I. Recommendation / Action: Approve Board Order awarding Integrated Enterprise System (IES) Request for Proposal to Deloitte Consulting/SAP, the highest scoring proposer, to include the purchase of the Sun Microsystems Enterprise Systems.

Background / Analysis: In December 1998, the County issued RFP No. P209-99-5268 for an Integrated Enterprise System. The RFP was due in February and we received five proposals. An evaluation committee, composed of representatives from each of the County Departments, District Attorney's Office, Sheriff's Office and Chair's Office, evaluated the written portion of the RFP's. The results of this portion of the RFP identified the three finalist as the teams of (Peoplesoft/IBM/Budget Technology/Kronos/Carrera Consulting Group/Metamor Technology Services), (Oracle/Fastech/SIS) and (Deloitte Consulting/SAP). The components that were evaluated were:

- **Fulfillment of Technical and Functional Requirements** – the extent to which the firm's solution meets stated technical and functional requirements (30 points)
- **Implementation Plan** – the workability and degree of customer care demonstrated in the implementation plan including the level of training support provided (20 points)
- **Support and Maintenance Plan** – the responsiveness and value offered in the firm's support and maintenance plan including training aids and other user resources (15 points)
- **Cost** – the cost-effectiveness of the firm's solution, taking into account the quality and breadth of goods and services offered (10 points)
- **Project Team and Staffing** – the relevance and depth of experience and continuity of individuals assigned to the project including both technical expertise and ability to involve, prepare, and educate non-technical members of the organization. Are the same team members assigned for the entire project (10 points)

- **Firm Qualifications** -- the overall strength of the firm's competencies, customer service philosophy and skills ( 5 points)
- **Customer References** -- the quality and consistency of the responses to customer reference checks ( 5 points)
- **Software License Agreements** -- the terms and conditions of the agreement (5 points)

During the months of April, May and June the evaluation team conducted the second phase of the evaluation process. This portion of the evaluation included the following:

- **Scripted Demonstrations** - The County invited the three finalists to demonstrate their systems *using scripts and data provided by the County*. The evaluation team provided a final draft of the scripts and their associated data in advance of the demonstration sessions. (50 points)
- **Oral Interview** - During the scripted demonstrations the finalists' key project team members were asked questions and interviewed by the evaluation team on their proposed business implementation plan, training approach and personnel assigned. (25 points)
- **Site Visits** - In addition to inviting finalists to the demonstration/oral interview, the County sent representatives to visit other installation sites. (25 points)

The County reserved the right to communicate with the firms' clients and did conduct several interviews.

On July 1, 1999 the evaluation team concluded the rating process. Each evaluator independently assigned a score to the scripted demonstration, oral interview and site visits. The cumulative scores resulting from the scripted demonstration, oral interview and site visits were summed with the written scores resulting in Deloitte Consulting/SAP receiving the highest score of 2804.

	Deloitte/SAP	IBM/People Soft	SIS/Oracle
Written	1453	1251	1286
Demonstration	671	528	339
Oral Interview	338	253	200
Site Visits	342	261	189
Total	2804	2293	2014

The County reserved the right to conduct a **Best and Final Offer** - At the conclusion of the evaluation, the evaluation team determined that a "Best and Final Offer" from the finalists was not necessary.

While not normally required by county procedure PUR-1, because of the significance of this contract, the RFP stipulated that the final award of the contract would be approved by the Board of County Commissioners.

- II. **Financial Impact:** The County is estimating that the total cost be approximately \$8,000,000.

III. Legal Issues: The County will work with County Counsel to negotiate a contract with Deloitte Consulting and SAP.

IV. Controversial Issues: None that we are aware of

V. Link to Current County Policy: Is consistent with the County's policy to provide good government.

VI. Citizen Participation: None

## **BOGSTAD Deborah L**

---

**From:** STEIN Beverly E  
**Sent:** Thursday, July 15, 1999 1:44 PM  
**To:** #ALL A&T USERS; #ALL AGING CENTRAL; #ALL CCFC USERS; #ALL DA LAN; #ALL DCFS USERS; #ALL DCJ EMPLOYEES; #ALL DES USERS; #ALL FORD USERS; #ALL HEALTH DEPT; #ALL ISD KELLY BUILDING; #ALL LIB ADMIN USERS; #ALL LIBRARY CENTRAL USERS; #ALL LPSCC USERS; #All MCSO; #ALL MCSO HASSALO USERS; #ALL PAO USERS; #ALL PDXLAN USERS; #ALL TCOM USERS; #ALL TSCC USERS  
**Subject:** Integrated Enterprise System (IES)  
**Importance:** High

I want to announce that Multnomah County took a big step today toward meeting our RESULTS goals with the Board's enthusiastic support and approval of the award for a new Integrated Enterprise System (IES). As a result, Multnomah County will do business in the new millennium with state of the art Financial and Human Resource information systems. The new system will be accessible on the desktop, integrated to eliminate multiple entries, and provide real time information. I think this is a really significant step in our goal to provide good value in the programs we manage.

I also want to applaud the process. Thank all of you who spent so much time reviewing products, visiting other sites and talking to other users, and helping us make a good decision. We are taking a big step, but we are doing it in a manner that fosters the collaboration and partnership that produces the best outcome.

This change will not be easy and will require both real dedication and teamwork from all of the key players. I know there are lots of steps ahead from negotiating a contract to testing a new system, but I'm excited about what an IES will contribute to our operations. We will keep you informed and don't forget the IES site on our MINT as a way to check on progress.

Beverly

Again, special thanks to the IES Executive and Evaluation Teams and to everyone else who helped. As you can see from the lists below, this was truly a Countywide effort:

### **IES Executive Committee**

Vickie Gates-Chair of Committee  
Dave Boyer-Finance  
Don Carlson-Aging  
Becky Cobb-Library  
Fernando Conill-EmSv  
Lance Duncan-DES  
Delma Farrell-Chair's Office  
Tom Fronk-Health  
Suzanne Kahn-Health  
Dan Oldham-Sheriff  
Steve Pearson-DSS  
Tom Simpson-DA  
Meganne Steele-JACJ  
Shery Stump-OrgDev  
Kathy Tinkle-CFS  
Lisa Yeo-Info Svcs

## **IES Evaluation Team**

Larry Aab-Sheriff  
Susan Ayers-Sheriff  
Sheila Augustine-DES  
Dave Boyer-Finance  
Becky Cobb-Library  
Fernando Conill-Emp Svc  
Lance Duncan-DES  
Rob Duvalle-CFS  
Delma Farrell-Chair's Office  
Tom Fronk-Health  
Jim Koby-Aging  
Scott Marcy-DA  
Steve Pearson-DSS  
Meganne Steele-CJ  
Shery Stump-Org Dev  
Kathy Tinkle-CFS  
Lori Joplin-CJ  
Lisa Yeo-Info Svc

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-152

Approving Award of a Contract for the Integrated Enterprise System to Deloitte Consulting/SAP

**The Multnomah County Board of Commissioners Finds:**

- a) Department of Support Services, Purchasing Section conducted a competitive procurement process for the purchase of an Integrated Enterprise System for Multnomah County which comprises an integrated set of financial management, human resource, payroll and time management/scheduling applications;
- b) This procurement process was conducted in a manner consistent with *RFP #P209-99-5268* and all other relevant County administrative procedures, including *PUR-1*;
- c) The Purchasing Administrator and evaluation committee are recommending the award of this contract to Deloitte Consulting/SAP as the highest scoring proposal;
- d) Because of the significance of this contract the RFP specified that the Board of County Commissioners would approve the award of this contract;

**The Multnomah County Board of Commissioners Orders:**

In accordance with *RFP #P209-99-5268* the Integrated Enterprise System contract is awarded to the highest scoring proposal, Deloitte Consulting/SAP.

APPROVED this 15th day of July, 19 99.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By 

John S. Thomas  
Assistant County Counsel

JUL 15 1999

Meeting Date: JUL 08 1999  
Agenda No: R-6  
Est. Start Time: 10:00

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Public Hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the requirement of findings for quasi-judicial and legislative approvals. C 4-99

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

**REGULAR MEETING** Date Requested: July 8, 1999  
Amt. of Time Needed: 15 Min.

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

**PERSON(S) MAKING PRESENTATION:** Phil Bourquin

### ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

### SUGGESTED AGENDA TITLE

Public Hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the requirement of findings for quasi-judicial and legislative approvals.

7/16/99 copies to Phil Bourquin & ordinance  
distribution list

### SIGNATURES REQUIRED

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

or

**Department Manager:** KB Keith Nicholas

CLERK OF  
BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
99 JUN 30 AM 9:38

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

**STAFF REPORT**

**To:** Board of Commissioners

**From:** Phil Bourquin, Senior Planner *PB*

**Today's Date:** May 14, 1999

**Public Hearing**

**Date:** July 8, 1999

**Regarding:** Public hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 and the requirement of findings for quasi-judicial and legislative approvals. (Planning File C 4-99)

**I. Recommendation/ Action Requested:**

Recommend adoption of an ordinance amending Comprehensive Plan Policies 13, 22, 37, 38, and 40 to allow flexibility in when these policies are required to be addressed.

**II. Background/ Analysis:**

Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 were developed at a time when the County had jurisdiction over a substantially larger urban area requiring review of large scale subdivisions, commercial, and industrial uses. Today, the County's jurisdictional land base is primarily rural lands. The little remaining urban lands currently under the County reviewing authority will soon be transferred to local cities through intergovernmental agreements. Further, State Statute currently does not allow the Comprehensive Plan Policies to be applied to limited land use decisions within the urban growth area.

Since the inception of these policies, the County has established new and revised land use regulations that directly implement the majority of these policies in situations where they become applicable (Exhibit A). As a result, the County has been spending considerable resources preparing findings responding to these policies (over 200 cases annually) for such uses and/or structures as decks, accessory pole buildings, garages, grading, and additions to single family residential development. In most instances the policies are covered by duplicative code standards or criteria, or simply not applicable. The costs associated with responding to the policies are then passed on to the applicant and/or public.



**III. Financial Impact:**

The financial impact to the County would not be directly effected, however, the County would save between 300 and 400 hrs in Staff resources annually. Both the time and costs for an applicant would be reduced as well as necessary vehicle miles traveled.

**IV. Legal Issues:**

None anticipated

**V. Controversial Issues:**

Impact as it relates to species listed under the Endangered Species Act. All of the comprehensive plan policies will continue to remain in effect and be utilized as applicable. The County will likely be amending its code further as necessary to comply with any mandated requirements. The intent of removing the mandatory findings for all quasi-judicial applications is two-fold: First, some development proposals are so minimal they have no impacts (eg. a second story dormer addition) or address the applicable Comprehensive Plan Policies the applicable zoning code provisions. Second, by amending the language as proposed, Staff will more thoroughly verify the applicability of all the Comp. Plan Policies rather than simply relying on addressing those which are specifically required to be addressed.

**VI. Link to Current County Policies:** N/A , as this is an Amendment to the Policies.

**VII. Citizen Participation:**

Notice of Planning Commission hearing on the proposed ordinance was published in the *Orgonian* newspaper. At the Planning Commission hearing(s) public testimony was accepted.

**VIII. Other Government Participation:**

A notice of proposed amendment was mailed to the Department of Land Conservation and Development on May 13, 1999, a minimum of 45 days prior to adoption.

**IX. Proposed Plan Amendments:**

Proposed amendments are shown within the following text with new wording **bold and underlined** and ~~strikethrough sections are deleted.~~

\* \* \*

## POLICY 13

Multnomah County, recognizing that the health, safety, welfare, and quality of life of its citizens may be adversely affected by air, water and noise pollution, supports efforts to improve air and water quality and to reduce noise levels. Therefore, ~~it is Multnomah County's policy to:~~

~~"... require, prior to approval of a legislative or quasi judicial action, a statement from the appropriate agency that all standards can be met with respect to air quality, water quality, and noise levels. I~~ if a land use proposal ~~the proposal~~ is a noise-sensitive use and is located in a noise-impacted area, or if the proposed use is a noise generator, the following shall be incorporated into the site plan:

1. Building placement on the site in an area having minimal noise level disruptions.
2. Landscaping or other techniques to lessen noise generation to levels compatible with surrounding land uses.
3. Insulation or other construction techniques to lower interior noise levels in noise-impacted areas.

## POLICY 22

The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. In addition, it is the policy of Multnomah County to reduce dependency on non-renewable energy resources and to support greater utilization of renewable energy resources through: ~~The County shall require a finding, prior to the approval of legislative or quasi judicial action, that the following factors have been considered:~~

- A. The development of energy-efficient land uses and practices;
- B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreational centers;
- C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;
- D. Street layouts, lotting patterns and designs that utilize natural environmental and climatic conditions to advantage;
- E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources.

## POLICY 37: UTILITIES

~~The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:~~

### Water and Disposal Systems:

- A. ~~The proposed use can be~~ **Shall be** connected to a public sewer and water system, both of which have adequate capacity; or
- B. ~~The proposed use can be~~ **Shall be** connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or
- C. ~~There~~ **Shall have** is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or
- D. ~~There~~ **Shall have** is an adequate private water system and a public sewer with adequate capacity.

### Drainage:

- E. ~~There is~~ **Shall have** adequate capacity in the storm water system to handle the run-off; or
- F. The water run-off ~~can~~ **shall** be handled on the site or adequate provisions ~~can~~ **shall** be made; and
- G. The run-off from the site ~~will~~ **shall** not adversely affect the water quality in adjacent streams, ponds, lakes, or alter the drainage on adjoining lands.

### Energy and Communications

- H. There **shall be** ~~is~~ an adequate energy supply to handle the needs of the proposal and the development level projected by the plan; and
- I. Communications facilities are available.

## POLICY 38: FACILITIES

~~The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:~~ **It is the County's Policy to coordinate and encourage involvement of applicable agencies and jurisdiction in the land use process to ensure:**

## School

- A. The appropriate school district has had an opportunity to review and comment on the proposal.

## Fire Protection

- B. There is adequate water pressure and flow for fire fighting purposes; and
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.

## Police Protection

- D. The proposal can receive adequate local police protection in accordance with the standards of the jurisdiction providing police protection.

## POLICY 40

The County's policy is to encourage a connected parks and recreation system and to provide for small private recreation areas by ~~requiring a finding prior to approval of legislative or quasi-judicial action that:~~

- A. **Requiring the dedication of** ~~P~~pedestrian and bicycle path connections to parks, recreation areas and community facilities ~~will be dedicated~~ where appropriate and where designated in the Bicycle Corridor Capital Improvements Program and map.
- B. **Requiring** ~~L~~landscaped areas with benches ~~will be provided~~ in commercial, industrial and multiple-family developments where appropriate.
- C. **Requiring** Areas for bicycle parking facilities ~~will be required~~ in development proposals where appropriate.

**DECISION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of a Comprehensive Plan	)	
Amendment of Plan Policies 13, 22, 37	)	
38, and 40 and the requirement of	)	<b>RESOLUTION</b>
findings for quasi-judicial and	)	
legislative approvals. (Planning File C 4-99)	)	

**WHEREAS,** Amendments to the Comprehensive Framework Plan may be initiated by Resolution of a majority of the entire commission (MCC 11.05.140); and

**WHEREAS,** A public hearing is required to be held by a majority of the entire Planning Commission regarding the proposed amendments; and


**WHEREAS,** The current Comprehensive Plan Policies 13, 22, 37, 38 and 40 was developed at a time when the County had jurisdiction over a substantially large urban area requiring review of larger scale developments and higher densities. Today the, the County's jurisdiction is primarily rural lands. Since the inception of these policies, the County has established new and revised land use regulations that directly implement the majority of these policies in situations where they become applicable. As a result, the County has been spending considerable resources responding to these policies for such minor structures as decks, second story additions, garages, etc. In most instances the policies are covered by duplicative code standards or criteria, or simply not applicable. The costs associated with responding to the criteria are ultimately passed on to the applicant and/or public; and

**WHEREAS,** It is the intent of the Planning Commission to recommend to the Board amendments which simplify local procedures and policies resulting in the expediting of the land use decision making process; and

**WHEREAS,** The Planning Commission conducted a public hearing on April 5, 1999, to accept public testimony on the proposed amendments; and

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby unanimously recommends that the Board of County Commissioners amend Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 as indicated in Section IX of the Staff Report dated April 5, 1999.

Approved this 3rd day of May, 1999

By   
Jon Ingle, Chair  
Multnomah County Planning Commission

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance amending Comprehensive Framework Plan Policies 13, 22, 37, 38,  
6 and 40 and the requirements of findings for quasi-judicial and legislative approvals.

7 (Underlined sections are new replacements; [~~bracketed~~] sections are deleted.)

8           Multnomah County Ordains as follows:  
9

10 Section I. Findings.

11           (A)    The current Comprehensive Plan Policies 13, 22, 37, 38 and 40 was  
12 developed at a time when the County had jurisdiction over a substantially large urban area  
13 requiring review of larger scale developments and higher densities. Today the, the  
14 County's jurisdiction is primarily rural lands. Since the inception of these policies, the  
15 County has established new and revised land use regulations that directly implement the  
16 majority of these policies in situations where they become applicable. As a result, the  
17 County has been spending considerable resources responding to these policies for such  
18 minor structures as decks, second story additions, garages, etc. In most instances the  
19 policies are covered by duplicative code standards or criteria, or simply not applicable.  
20 The costs associated with responding to the criteria are ultimately passed on to the  
21 applicant and/or public; and

22           (B)    On April 5, 1999 the Planning Commission held a public hearing accepted  
23 public testimony from all interested parties. Based upon the hearing, the Planning  
24 Commission unanimously recommended approval through Resolution C4-99 of  
25 amendments to the Comprehensive Framework Plan Policies 13, 22, 37, and 40 .  
26

1 (C) Planning Commission Resolution C4-99 is intended to make modifications  
2 that reduce the amount of unnecessary and/or duplicative findings required to be made  
3 during both quasi-judicial and legislative decisions.  
4

5 Section II. Amendment of the Comprehensive Framework Plan Policies.

6 Multnomah County Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40  
7 are amended to read as follows:

8 \* \* \*

9 Section III. Adoption

10 POLICY 13

11 Multnomah County, recognizing that the health, safety, welfare, and quality of life of its  
12 citizens may be adversely affected by air, water and noise pollution, supports efforts to  
13 improve air and water quality and to reduce noise levels. Therefore, ~~[it is Multnomah~~  
14 ~~County's policy to:]~~

15 ~~["...require, prior to approval of a legislative or quasi-judicial action, a statement from~~  
16 ~~the appropriate agency that all standards can be met with respect to air quality, water~~  
17 ~~quality, and noise levels. ]~~ if a land use proposal ~~[the proposal]~~ is a noise-sensitive use  
18 and is located in a noise-impacted area, or if the proposed use is a noise generator,  
19 the following shall be incorporated into the site plan:

- 20 1. Building placement on the site in an area having minimal noise level disruptions.  
21 ~~[2. Landscaping or other techniques to lessen noise generation to levels compatible~~  
22 ~~with surrounding land uses.]~~  
23 3. Insulation or other construction techniques to lower interior noise levels in noise-  
24 impacted areas.

25 POLICY 22

26 The County's policy is to promote the conservation of energy and to use energy  
resources in a more efficient manner. In addition, it is the policy of Multnomah County

1 to reduce dependency on non-renewable energy resources and to support greater  
2 utilization of renewable energy resources through: ~~[The County shall require a finding,~~  
3 ~~prior to the approval of legislative or quasi-judicial action, that the following factors~~  
4 ~~have been considered:]~~

- 5 A. The development of energy-efficient land uses and practices;
- 6 B. Increased density and intensity of development in urban areas, especially in  
7 proximity to transit corridors and employment, commercial and recreational centers;
- 8 C. An energy-efficient transportation system linked with increased mass transit,  
9 pedestrian and bicycle facilities;
- 10 D. Street layouts, lotting patterns and designs that utilize natural environmental and  
11 climatic conditions to advantage;
- 12 E. Finally, the County will allow greater flexibility in the development and use of  
13 renewable energy resources.

14 POLICY 37: UTILITIES

15 ~~[The County's policy is to require a finding prior to approval of a legislative or quasi-judicial~~  
16 ~~action that:]~~

17 Water and Disposal Systems:

- 18 A. ~~[The proposed use can be]~~ Shall be connected to a public sewer and water system,  
19 both of which have adequate capacity; or
- 20 B. ~~[The proposed use can be]~~ Shall be connected to a public water system, and the  
21 Oregon Department of Environmental Quality (DEQ) will approve a subsurface  
22 sewage disposal system on the site; or
- 23 C. ~~[There]~~ Shall have [is] an adequate private water system, and the Oregon  
24 Department of Environmental Quality (DEQ) will approve a subsurface sewage  
25 disposal system; or
- 26 D. ~~[There]~~ Shall have [is] an adequate private water system and a public sewer with  
adequate capacity.



1 Drainage:

2 E. ~~[There is]~~ Shall have adequate capacity in the storm water system to handle the  
3 run-off; or

4 F. The water run-off ~~[can]~~ shall be handled on the site or adequate provisions ~~[can]~~  
5 shall be made; and

6 G. The run-off from the site ~~[will]~~ shall not adversely affect the water quality in adjacent  
7 streams, ponds, lakes, or alter the drainage on adjoining lands.

8 Energy and Communications

9 H. There shall be ~~is~~ an adequate energy supply to handle the needs of the proposal  
10 and the development level projected by the plan; and

11 I. Communications facilities are available.

12 POLICY 38: FACILITIES

13 ~~[The County's policy is to require a finding prior to approval of a legislative or quasi-~~  
14 ~~judicial action that:]~~ It is the County's Policy to coordinate and encourage involvement  
15 of applicable agencies and jurisdiction in the land use process to ensure:

16 School

17 A. The appropriate school district has had an opportunity to review and comment on  
18 the proposal.

19 Fire Protection

20 B. There is adequate water pressure and flow for fire fighting purposes; and

21 C. The appropriate fire district has had an opportunity to review and comment on the  
22 proposal.

23 Police Protection

24 D. The proposal can receive adequate local policy protection in accordance with the  
25 standards of the jurisdiction providing police protection.

26 POLICY 40

1 The County's policy is to encourage a connected parks and recreation system and to  
2 provide for small private recreation areas by ~~[requiring a finding prior to approval of~~  
3 ~~legislative or quasi-judicial action that:]~~

4 A. Requiring the dedication of Ppedestrian and bicycle path connections to parks,  
5 recreation areas and community facilities ~~[will be dedicated]~~ where appropriate and  
6 where designated in the Bicycle Corridor Capital Improvements Program and map.

7 B. Requiring Landscaped areas with benches ~~[will be provided]~~ in commercial,  
8 industrial and multiple-family developments where appropriate.

9 C. Requiring Areas for bicycle parking facilities ~~[will be required]~~ in development  
10 proposals where appropriate.

11  
12 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1999, being the date of its  
13 second reading before the Board of County Commissioners of Multnomah County.

14  
15 BOARD OF COUNTY COMMISSIONERS  
16 FOR MULTNOMAH COUNTY, OREGON  
17  
18

19 \_\_\_\_\_  
20 Beverly Stein, Chair  
21

22 REVIEWED:

23 THOMAS SPONSLER, COUNTY COUNSEL  
24 FOR MULTNOMAH COUNTY, OREGON  
25

26 By Sandra Duffy  
Sandra N. Duffy, Chief Assistant Counsel

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   **ORDINANCE NO. 933**  
4

5           An Ordinance amending Comprehensive Framework Plan Policies 13, 22, 37, 38,  
6 and 40 and the requirements of findings for quasi-judicial and legislative approvals.

7 (Underlined sections are new replacements; [~~bracketed~~] sections are deleted.)

8           Multnomah County ordains as follows:  
9

10   Section I. Findings.

11           (A)    The current Comprehensive Plan Policies 13, 22, 37, 38 and 40 was  
12 developed at a time when the County had jurisdiction over a substantially large urban area  
13 requiring review of larger scale developments and higher densities. Today the, the  
14 County's jurisdiction is primarily rural lands. Since the inception of these policies, the  
15 County has established new and revised land use regulations that directly implement the  
16 majority of these policies in situations where they become applicable. As a result, the  
17 County has been spending considerable resources responding to these policies for such  
18 minor structures as decks, second story additions, garages, etc. In most instances the  
19 policies are covered by duplicative code standards or criteria, or simply not applicable.  
20 The costs associated with responding to the criteria are ultimately passed on to the  
21 applicant and/or public; and

22           (B)    On April 5, 1999 the Planning Commission held a public hearing accepted  
23 public testimony from all interested parties. Based upon the hearing, the Planning  
24 Commission unanimously recommended approval through Resolution C4-99 of  
25 amendments to the Comprehensive Framework Plan Policies 13, 22, 37, and 40.  
26

1 (C) Planning Commission Resolution C4-99 is intended to make modifications  
2 that reduce the amount of unnecessary and/or duplicative findings required to be made  
3 during both quasi-judicial and legislative decisions.  
4

5 Section II. Amendment of the Comprehensive Framework Plan Policies.

6 Multnomah County Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40  
7 are amended to read as follows:

8 \* \* \*

9 Section III. Adoption

10 POLICY 13

11 Multnomah County, recognizing that the health, safety, welfare, and quality of life of its  
12 citizens may be adversely affected by air, water and noise pollution, supports efforts to  
13 improve air and water quality and to reduce noise levels. Therefore, ~~[it is Multnomah~~  
14 ~~County's policy to:]~~

15 ~~["... require, prior to approval of a legislative or quasi-judicial action, a statement from~~  
16 ~~the appropriate agency that all standards can be met with respect to air quality, water~~  
17 ~~quality, and noise levels. ]~~ if a land use proposal ~~[the proposal]~~ is a noise-sensitive use  
18 and is located in a noise-impacted area, or if the proposed use is a noise generator,  
19 the following shall be incorporated into the site plan:

- 20 1. Building placement on the site in an area having minimal noise level disruptions.  
21 ~~[2. Landscaping or other techniques to lessen noise generation to levels compatible~~  
22 ~~with surrounding land uses.]~~  
23 3. Insulation or other construction techniques to lower interior noise levels in noise-  
24 impacted areas.

25 POLICY 22

26 The County's policy is to promote the conservation of energy and to use energy  
resources in a more efficient manner. In addition, it is the policy of Multnomah County

1 to reduce dependency on non-renewable energy resources and to support greater  
2 utilization of renewable energy resources through: ~~[The County shall require a finding,~~  
3 ~~prior to the approval of legislative or quasi-judicial action, that the following factors~~  
4 ~~have been considered:]~~

- 5 A. The development of energy-efficient land uses and practices;
- 6 B. Increased density and intensity of development in urban areas, especially in  
7 proximity to transit corridors and employment, commercial and recreational centers;
- 8 C. An energy-efficient transportation system linked with increased mass transit,  
9 pedestrian and bicycle facilities;
- 10 D. Street layouts, lotting patterns and designs that utilize natural environmental and  
11 climatic conditions to advantage;
- 12 E. Finally, the County will allow greater flexibility in the development and use of  
13 renewable energy resources.

#### 14 POLICY 37: UTILITIES

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9 C. Requiring Areas for bicycle parking facilities ~~[will be required]~~ in development  
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11  
12 ADOPTED this 15th day of July, 1999, being the date of its second  
13 reading before the Board of County Commissioners of Multnomah County.

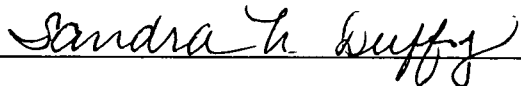


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

20 REVIEWED:

21 THOMAS SPONSLER, COUNTY COUNSEL  
22 FOR MULTNOMAH COUNTY, OREGON

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

MEETING DATE: July 15, 1999  
AGENDA #: R-7  
ESTIMATED START TIME: 10:05

*(Above Space for Board Clerk's use only)*

## AGENDA PLACEMENT FORM

**SUBJECT:** 1999 Legislative Agenda Update

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

**REGULAR MEETING:** DATE REQUESTED: Thursday, July 15, 1999

**AMOUNT OF TIME NEEDED:** 1 Hour

**DEPARTMENT:** Non-Departmental      **DIVISION:** Public Affairs Office

**CONTACT:** Gina Mattioda **TELEPHONE #:** 306-5766 or 202-5321  
**BLDG/ROOM #:** 166/1045

**PERSON(S) MAKING PRESENTATION:** Gina Mattioda, Susan Lee, and Others

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☒ POLICY DIRECTION    ☐ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

## 1999 Legislative Agenda

99 JUL - 7 AM 10:10  
 DIRECTOR'S SECURITY  
 DIRECTOR

***SIGNATURES REQUIRED:***

ELECTED OFFICIAL: \_\_\_\_\_  
(OR) \_\_\_\_\_

**DEPARTMENT MANAGER:** Sgt. M/M/Loka

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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





Public Affairs Office

**MULTNOMAH COUNTY OREGON**

421 SW Sixth Avenue, Suite 1045  
Portland, Oregon 97204  
(503) 736-6800 phone  
(503) 736-6801 fax

Board of County Commissioners  
Public Affairs Office Discussion of 1999 Legislative Agenda  
July 15, 1999

1. Topic: **Public Safety**, Gina Mattioda
2. Topic: **Human Resources Budget**, Gina Mattioda
3. Topic: **Transportation Funding**, Susan Lee
4. Topic: **PERS**, Susan Lee
5. Topic: **Revenue Measures**, Susan Lee
6. **Other Related Legislative Issues**, Gina and Susan



Public Affairs Office

**MULTNOMAH COUNTY OREGON**

421 SW Sixth Avenue, Suite 1045  
Portland, Oregon 97204  
(503) 736-6800 phone  
(503) 736-6801 fax

July 15, 1999

TO: Multnomah County Board of Commissioners  
FR: Gina Mattioda, Public Affairs Office  
RE: Update on current legislative activities (as of 7/14PM)

**Maintain Public Safety**

- The Governor vetoed Oregon Youth Authority (OYA) Budget (HB 5055) on July 1, 1999. The budget did not include the \$30 million for the Governor's Juvenile Crime Prevention Strategy. The Legislature has passed another budget bill that includes funding for both OYA and the State Commission on Children and Families (SB 5548). This budget includes about \$5.5 million for early childhood intervention. SB 555, which establishes a comprehensive approach to reducing juvenile crime, has \$9.5 million instead of the \$30 million. It appears that the Governor and Legislative leadership are exploring options to increase the level of funding for the Juvenile Crime Prevention Strategy.
- The Department of Corrections budget (SB 5506) has passed both the Senate and House chambers. The budget doesn't include the \$5.6 million needed for community corrections and 1145 local control funding. It is unclear if the Governor will veto this budget.
- SB 686, which would have clarified the statutes defining the duties of Probation and Parole Officers will not be resolved this session. Representative Kevin Mannix (R-Salem) was indicated that he would like to study this issue and other issues related to community corrections and 1145 local control during the interim.

**Continue Oregon Health Plan (OHP)**

- HB 2700 is the result of a work group coordinated by Senator Eileen Qutub (R-Beaverton), it has been referred to the Ways and Means Subcommittee on Human Resources. This legislation contains several items that would have a negative impact on OHP clients. On a parallel track The Department of Human Resources (DHR) budget HB 5029 has passed out of full Ways and Means. With the following: *(partial list)*
- Restoring adult dental and FHIAP (HB 2700)
- Maintains cost-based reimbursement for Type B hospitals (Governor's)
- Restores eligibility date (Governor's)

- Eliminates interpretive services in OHP
- Eliminates funding for non-Medicaid health services
- **Other elements of the DHR budget: (partial list)**
- \$10 million of \$20 million for alcohol and drug initiative
- \$2.9 million reduction of spousal pay in SDSB budget
- \$1 million no replacement funding for school-based clinics in HD budget

### **Siting of Social Service Facilities**

On Wednesday, July 14, the House Water and Environment Committee passed SB 1040 with –A17 amendments to Ways and Means.

### **Preemption – Local Control**

On Wednesday, July 14, the Senate Public Affairs committee passed out to the Senate floor HB 3492. This bill is similar to HB 2806, which would not allow local government to establish local ordinances relating to tobacco, specifically banning smoking in bars and taverns.

### **Tobacco Settlement Funds**

On Tuesday, the House did not accept the Senate amendments to HB 2007, the tobacco settlement security fund. This legislation will be discussed in a conference committee. According to the Chief Clerks Office, the following House members have been appointed: Speaker Lynn Snodgrass (R-Boring), Steve Harper (R-Klamath Falls) and Kitty Piercy (D-Eugene). As of Wednesday late afternoon, the Senate had not released any official notification on Senate members.

### **Christmas Tree/Hanukkah Bush....summer twig**

Rumors pursue that there may not be an end of session budget. However, I continue to believe a “catch all” budget measure is needed to close down this session. Potential items:

- Remaining \$10 million for alcohol and drug initiative
- Medically fragile children
- Safety net clinics
- Rate equity for Area Agencies on Aging and Disabilities
- Receiving Center
- Additional funding for Governor’s Juvenile Crime Prevention Strategy
- Remaining \$5.6 million for 1145 community corrections



Human Services Coalition of Oregon

## **HSCO URGES A VOTE NO ON HB 5029**

The Human Services Coalition of Oregon (HSCO) respectfully asks that **you vote NO on the Department of Human Resources (DHR) Budget (HB 5029).**

HSCO makes this request because the funds for human services are inadequate. HSCO has always believed the Governor's recommended budget for human services was inadequate. Legislative action makes it **worse**.

The Governor's recommended budget reduced DHR funding by \$130 million from the continuing service level budget. Though the Ways and Means Committee adjusted the budget, they did not make it materially better. Because of these changes and cuts they imposed, in many ways the budget is worse.

Some of the items removed by Ways and Means include:

- **\$2.6 million** Reduction of spousal pay in the Senior and Disabled Services Division (SDSD) budget
- **\$2.6 million** Elimination of funding for increased impairment in the SDSD budget
- **\$10 million** Reduction in the alcohol and drug initiative
- **\$3.5 million** Removal of low-income students from the Oregon Health Plan
- **\$2 million** Elimination of interpretive services in the Oregon Health Plan
- **\$5.3 million** Increase in the assets test for eligibility for the Oregon Health Plan
- **\$1 million** Dictating treatment changes in the Oregon Health Plan
- **\$2.8 million** Elimination of funding for non-Medicaid health services
- **\$1 million** No replacement funding for school-based clinics in the Health Division

Along with restoring the above cuts by the Ways and Means Committee, HSCO urges funding the following three items:

- **\$7.3 million** Safety net clinics
- **\$5.9 million** Medically fragile children
- **\$3.9 million** Rate equity for Area Agencies on Aging and Disabilities (O4A)

In addition to cuts, the Ways and Means Committee has used the budget process to make substantive policy adjustments in DHR. While some of HSCO members have not addressed some of the following services, all of us oppose using an appropriation bill to bypass statutory changes to state agencies. Specifically HB 5029 contains these unacceptable changes:

- Eliminates voter-approved and legal health procedures, specifically abortion and physician-assisted suicide, from the Oregon Health Plan benefit package and extends restrictions relating to abortion throughout DHR. This action violates the statutory role of the Health Services Commission and establishes an inappropriate precedent.
- Changes the Oregon Health Plan criteria without legislation.
- Eliminates a group of people from the Oregon Health Plan, i.e. students, who meet all other criteria
- Directs the Health Division to shift funding from STARS, a locally approved abstinence educational programs to state approved programs. This action ignores the role of local governments, school boards, and communities.

**The DHR budget (HB 5029) is another example of this Legislature's failure to address the important needs of Oregon's poor families**

## **HSCO URGES A VOTE NO ON HB 5029**

*If you have questions or need additional information, please contact Ellen Lowe, HSCO Legislative Chair, at 378-9800.*



Public Affairs Office

**MULTNOMAH COUNTY OREGON**

421 SW Sixth Avenue, Suite 1045  
Portland, Oregon 97204  
(503) 736-6800 phone  
(503) 736-6801 fax

Date: July 15, 1999

To: Board of County Commissioners

From: Susan Lee, Public Affairs Coordinator

Re: Update of Legislative Agenda

***Provide a Dedicated Funding Source for the Willamette River Bridges/AOC Transportation Funding Priority***

House Bill 2082D is moving to the Senate floor for a vote.

The bill includes the following:

- \$.05 increase in the gas tax (\$.03 for counties/cities split 60/40; \$.01 for ODOT for maintenance; and \$.01 bonded for ODOT capital)
- \$10 statewide Vehicle Registration Fee (VRF) per biennium increase statewide BONDED for ODOT capital
- Small city/small county program (\$1.75 million)
- Eastern Oregon Safety Net (\$3 million)
- Natural Disaster Fund (\$3 million) to match FEMA, FHWA
- Optional County Component - \$10 annual VRF will be collected in any County that requests it be imposed.
- Replacing the current weight mile system of taxation of heavy trucks with Diesel Fuel Tax and a referral to the voters of a Constitutional amendment to require cost responsibility between light vehicles and heavy trucks (**SJR 44**)
- The linking of bill passage to constitutional amendment was removed.

This results in an estimated increase in revenues for Multnomah County as follows:

- General Road Fund (00 - \$1.5M; 01 - \$1.3M; 02 - \$1.6M; 03 - \$1.8M)
- Dedicated to Willamette River Bridges (est. annual \$3.1M - 50% of \$6.2M)

Another related bill **SJR 11** would refer a constitutional amendment to allow police (state and local) to use highway trust fund dollars further reducing already constrained highway dollars.

***Enable Counties to Address Substantial Increase of PERS Liability***

**SB 722** remains in House Rules with the following provisions:

- Allow lump sum withdrawal of employee account and matching employer account (*reduces the employer cost of COLA's, increases options for employees*)
- Allows pooling by local government employers
- Correction of the "Variable Mismatch"
- Correction of the "Mid-year Earnings Distribution Bias"
- Opt-out option for local governments
- Establish Tier 3 - Pension plus annuity calculation for new hires
- Bonding of local government unfunded PERS liabilities

Negotiations between Senate leadership and the Governor continue over the opt-out option and Tier 3 provisions.

***Secure Funding for Senior and Disabled Transit***

The future of Senior and Disabled funding is contingent on the outcome of current budget negotiations. The Governor's proposed \$20 million in funding was eliminated from the ODOT budget. Democrats are asking for \$10 million for Senior/Disabled transit and \$14 million for high-speed rail. The Republicans are considering sequestration as a mechanism to fund both items.



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PO Box 908 • Salem OR 97308 • 503-588-2251 • Fx 503-378-3203 • [lgpi@open.org](mailto:lgpi@open.org)

---

July 9, 1999

To: Representative Simmons

From: Maria Keltner, LGPI Executive Director  
Policy Advocate for League of Oregon Cities and Association of Oregon Counties

Re: SB 722 A -- Opponents are arguing that the PERS Tier Three and local government Opt Out provisions are not needed because the other provisions of SB 722-A take care of all the problems with PERS Tier 2. We asked Peter Neuwirth, F.S.A, (a consulting actuary with Coates Kenney, Inc.) for his opinion on whether and how funding could be stabilized for PERS. Mr Neuwirth's comments in summary are:

1. It is not possible to guarantee stabilized funding of Tier 1 benefits due to a number of factors which will continue to exist even if SB 722 is adopted.
2. If SB 722 is adopted, the funding of Tier 2 benefits could be stabilized -- at a potentially substantial cost to employers. Tier 2 cannot be stabilized unless:
  - a. The System is funded like a "Floor Offset" plan -- with the money match benefit funded like a defined contribution plan and any excess benefits provided by the full formula benefit funded like a defined contribution plan;
  - b. Underfunding of employer accounts and the System as a whole are eliminated;
  - c. The asymmetric risk associated with the adjustment to the full formula benefit for employees who have variable accounts is handled actuarially;
  - d. Employer account investments match employee investments exactly plus an additional employer amount invested to fund the COLA (and an additional employer amount invested to fund the health insurance premium subsidy);
  - e. Actuarial losses are monitored carefully and funded up quickly to ensure no underfunding arises; and
  - f. The highly volatile liability for the defined benefit portion of Tier 2 is handled actuarially.

Even if the above steps are taken, Tier 2 funding stability will be subject to the potential residual volatility due to the full formula benefit component.

3. Tier 3 benefits can be funded using traditional actuarial methods. Funding for Tier 3 will be substantially more stable than funding for Tier 1 or Tier 2.



**STATE OF OREGON  
LEGISLATIVE REVENUE OFFICE  
H-197 STATE CAPITOL BUILDING  
SALEM, OREGON 97310-1347  
PHONE (503) 986-1266 — FAX (503) 986-1770  
Paul Warner, Legislative Revenue Officer**

---

**REVENUE IMPACT OF PROPOSED LEGISLATION  
1999 REGULAR SESSION**

BILL NUMBER	REVENUE AREA	ECONOMIST	DATE
HJR 35A	SPENDING LIMIT	WARNER	4-26-99

**MEASURE DESCRIPTION:** This measure, as specified in the -8 amendments, limits General Fund spending to the average growth of the preceding 5 years for personal income minus government wages and salaries.

General Fund revenues in excess of the spending limit are to be refunded to individual taxpayers.

The measure is effective for the 2001-2003 biennium. The first possible time for a distribution to taxpayers would be the 2003-2005 biennium.

**REVENUE IMPACT:** There is no revenue impact for the 1999-2001 and the 2001-2003 biennia because of the effective date.

\$267 million would be refunded in 2003-2005 biennium based on assumptions regarding income growth and General Fund revenue growth tied to the March revenue forecast. The Governor's Recommended 1999-2001 budget is used as the starting point for this calculation.

**HJR 35**

YEAR	PRIVATE INCOME (Billions)	ANNUAL % CH	5-YEAR AVG CH	ALLOWABLE GF GROWTH	ACTUAL GF (MILLIONS)	GF ABOVE LIMIT (MILLIONS)
1984	29.56				3343.6	
1985	31.19	5.5%				
1986	32.72	4.9%			3739.2	
1987	34.39	5.1%				
1988	37.50	9.0%				
1989	40.98	9.3%	6.8%	13.5%	4532.5	287.0
1990	44.66	9.0%	7.5%		5505.7	302.3
1991	46.71	4.6%	7.4%	14.8%		
1992	49.64	6.3%	7.6%		6410.1	112.4
1993	53.04	6.9%	7.2%	14.4%		
1994	56.89	7.3%	6.8%		7507	264.2
1995	61.16	7.5%	6.5%	13.0%		
1996	66.06	8.0%	7.2%		8735	137.3
1997	70.48	6.7%	7.3%	14.5%		
1998	73.75	4.6%	6.8%		10181	341.2
1999F	77.27	4.8%	6.3%	12.6%		
2000F	81.26	5.2%	5.9%		11535.07	267.4
2001F	85.68	5.4%	5.3%	10.7%		
2002F	90.48	5.6%	5.1%		13080.77	303.4
2003F	95.88	5.9%	5.4%	10.8%		
2004F	101.84	6.0%	5.6%			
2005F	107.78	6.0%	5.8%	11.6%		

**NOTES:**

PRIVATE INCOME IS TOTAL PERSONAL INCOME MINUS GOVERNMENT WAGE AND SALARY INCOME.  
 ACTUAL GF EXPENDITURES IS GOVERNOR'S REC FOR 1999-2001. IN SUCCEEDING YEARS IT IS  
 ASSUMED TO EQUAL PROJECTED RATE OF GF REVENUE GROWTH.

ALL PROJECTED VALUES ARE FROM MARCH REVENUE FORECAST.

LRO:4-28-99

Revenue Impact HJR 35-A  
 Page 2 of 2

**FISCAL ANALYSIS OF PROPOSED LEGISLATION**  
Prepared by the Legislative Fiscal Office

**MEASURE NUMBER:** SB 535

**STATUS:** A Engrossed

**SUBJECT:** Reduces rate of taxation on capital gains to four percent. Applies to tax years beginning on or after January 1, 2002

**GOVERNMENT UNIT AFFECTED:** Department of Revenue

**PREPARED BY:** Rick Olsen

**REVIEWED BY:** Sue MacGiashan

**DATE:** May 25, 1999

	<u>1999-2001</u>	<u>2001-2003</u>
<b>EFFECT ON EXPENDITURES:</b>		
Personal Services - GF		\$ 173,950
Services & Supplies - GF		89,105
Capital Outlay - GF		<u>1,800</u>
TOTAL		\$ 264,855
<b>EFFECT ON REVENUES:</b>		
See Revenue Impact Statement issued by The Legislative Revenue Office		
<b>EFFECT ON POSITIONS / FTE:</b>		
Office Assistant 1 (seasonal)		-1 / 0.12 FTE
Office Assistant 2		1 / 0.14 FTE
Data Entry Operator (seasonal)		1 / 0.39 FTE
Admin. Specialist 1		1 / 0.54 FTE
Public Service Rep. 3		4 / 1.50 FTE
Tax Auditor 1		<u>1 / 0.15 FTE</u>
TOTAL		7 / 2.60 FTE

**GOVERNOR'S BUDGET:** The Governor's Recommended Budget does not anticipate this measure.

**BALLOT MEASURE 30:** This bill has no anticipated fiscal effects on local governments or districts.

**COMMENTS:** This bill would reduce the rate of taxation on capital gains to four percent. The fiscal impact of the bill relates to the increased workload of the Department of Revenue and necessary computer system changes. The tax information and instruction booklets will require four additional pages as a result of this measure. The Department of Revenue estimates 288,000 taxpayers will claim the new subtraction annually and that 43,000 tax returns will change from paid to refund, thus increasing the number of checks issued and associated printing, mailing and handling costs. There would also be an increase in the number of moderately complex calls to the Tax Help line.

There would be a reduction of one seasonal part-time employee. This employee receipts checks on paying tax returns. Because of the shift of tax returns from paid to refund mentioned above, this staff reduction is possible.

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**REVENUE IMPACT OF PROPOSED LEGISLATION**  
**1999 REGULAR SESSION**

BILL NUMBER	REVENUE AREA	ECONOMIST	DATE
SB.535-A (revised)	Income Tax	Waters	6/25/99

**MEASURE DESCRIPTION:**

Reduces maximum personal income tax rate for capital gains to 4%. (Currently capital gains are taxed as ordinary income at 5%, 7% or 9%, depending on taxable income of the taxpayer).

Reduces corporate income tax rate for capital gains to 4%. (Currently corporate capital gains are taxed as net income at 6.6%).

Applies to tax years beginning January 1, 2002.

**REVENUE IMPACT:**

The measure would reduce General Fund [personal (PIT) and corporate (CORP)] tax revenues as shown in the table.

Biennium	General Fund Revenue Impact (\$ million)		
	PIT	CORP	Total
1999-01	0	0	0
2001-03 *	-\$ 267	-\$ 6	-\$ 273
2003-05	-\$ 441	-\$ 12	-\$ 453
* HB 535A effective beginning 2002 tax year.			

Note: The corporate tax impact assumes that about 10% of the taxable income of the Finance, Insurance and Real Estate sector and about 1% of taxable income of all other sectors is capital gains, and that the tax rate on this income is reduced by 39% (from 6.6% to 4%).