



Multnomah County Oregon

# Board of Commissioners & Agenda

connecting citizens with information and services

## 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  
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Email: diane.m.linn@co.multnomah.or.us

### Serena Cruz, Commission Dist. 2

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### Lisa Naito, Commission Dist. 3

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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.

## SEPTEMBER 23, 1999

## BOARD MEETING

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg2	9:30 a.m. Thursday Appointments to the 99-00 Board of Property Tax Appeals
Pg3	9:35 a.m. Thursday Notice of Intent to Apply for Community Safety Net Funds
Pg3	9:40 a.m. Thursday Pacific University Optometry Clinic Lease Agreement
Pg3	9:45 a.m. Thursday Memorandum of Understanding with Portland Public School District Relating to Use and Occupancy of the Blanchard Building
Pg3	10:05 a.m. Thursday Court Work Group Briefing on the Inverness Drug and Alcohol Program
*	<b>Check the County Web Site:</b> <a href="http://www.co.multnomah.or.us/">http://www.co.multnomah.or.us/</a>

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, September 23, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

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

#### **NON-DEPARTMENTAL**

C-1 Appointment of Basil Panaretos, Jr., Sharon Cowley, Cora Smith, John Sweet, Robert Correll, Joan Larsell, Michael Mace, Robert Heimbucher and Joan Lamirande to the FY 1999-2000 BOARD OF PROPERTY TAX APPEALS

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

C-2 Renewal of Intergovernmental Revenue Agreement 0010211 with the State Office for Services to Children and Families, Funding Midtown Branch Family Support Team Project Staff and Services

C-3 Renewal of Intergovernmental Revenue Agreement 0010225 with the State Office for Services to Children and Families, Funding East Branch Family Support Team Project Staff and Services

#### **REGULAR AGENDA**

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

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

#### **DISTRICT ATTORNEY'S OFFICE - 9:30 AM**

R-2 Budget Modification DA 00-1 Adding \$118,505 Federal Juvenile Accountability Incentive Block Grant Funds to the Family Justice Division Budget to Provide a Deputy District Attorney to Investigate and Prosecute Violent Juvenile Offenders and Complex, Multi-Offender Cases

**DEPARTMENT OF HEALTH - 9:35 AM**

R-3 NOTICE OF INTENT to Apply for Funding from the State Office for Services to Children and Families to Assist in the Continuing Development of a "Community Safety Net" to Provide Outreach Services to Families at Risk for Child Abuse and Neglect

**DEPARTMENT OF ENVIRONMENTAL SERVICES - 9:40 AM**

R-4 RESOLUTION Authorizing Execution of Lease Agreement 301405-1 for Certain Real Property at 3653 SE 34th Avenue for Operation of Pacific University Optometry Clinic at the Multnomah County SE Health Clinic

**NON-DEPARTMENTAL - 9:45 AM**

R-5 RESOLUTION Approving a Memorandum of Understanding with Portland Public School District Relating to the Use and Occupancy by Multnomah County of Space at the Blanchard Educational Service Center

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 10:05 AM**

R-6 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

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Thursday, September 23, 1999 - 10:05 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

**BOARD BRIEFING**

B-1 Court Work Group Briefing: Inverness Drug and Alcohol Program. Presented by Judge Julie Frantz, Ginger Martin and Jackie Jamieson. 30 MINUTES REQUESTED.



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

BOARD OF  
COUNTY COMMISSIONERS  
99 AUG -6 PM 3:45  
MULTNOMAH COUNTY  
OREGON

Commissioner Cruz is hoping to attend the Legacy program at Portland State University scheduled for the week of September 20, 1999. While her attendance in that program is not yet confirmed, there is the strong possibility she will be unable to attend the Board briefings and meetings that week, September 21<sup>st</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup>.

I will send out another memo when this is confirmed.





LISA H. NAITO  
Multnomah County Commissioner, District 3  
1120 SW Fifth Avenue, Suite 1500  
Portland, Oregon 97204-1914  
Phone (503) 248-5217 Fax (503) 248-5262

## MULTNOMAH COUNTY OREGON

# MEMORANDUM

TO: Chair Beverly Stein  
Commissioner Diane Linn  
Commissioner Serena Cruz  
Commissioner Sharron Kelley  
Board Clerk Deb Bogstad

FROM: Charlotte Comito  
Staff to Commissioner Lisa Naito

DATE: September 15, 1999

RE: September 23<sup>rd</sup> board meeting

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Commissioner Naito will be in Washington D.C. on September 23<sup>rd</sup> and will participate by phone.

99 SEP 15 11:16  
COUNTY COMMISSIONER'S OFFICE  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: SEP 23 1999  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

**SUBJECT:** Appointments to FY 99/00 Board of Property Tax Appeals

**BOARD BRIEFING:**

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

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

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

**REGULAR MEETING:**

**DATE REQUESTED:** 9/23/99

**AMOUNT OF TIME NEEDED:** Consent

**DEPARTMENT:** Nondepartmental

**DIVISION:** Chair's Office

**CONTACT:** Delma Farrell

**TELEPHONE #:** 248-3953

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

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE:**

*Appointment of Basil Panaretos, Jr., Sharon Cowley, Cora Smith, John Sweet, Robert Correll, Joan Larsell, Michael Mace, Robert Heimbucher and Joan Lamirande to the FY 99/00 Board of Property Tax Appeals*

**SIGNATURES REQUIRED:**

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

*Beverly Stein*

CLERK OF  
COUNTY COMMISSIONERS  
99 SEP - 8 PM 12:00  
MULTI-STATE COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

MEETING DATE: SEP 23 1999

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of the 1999-2001 State Office for Services to Children and Families-Midtown Branch Biennial Agreement.

**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:** Behavioral Health

**CONTACT:** Lorenzo Poe/Floyd Martinez **TELEPHONE:** 248-5464

**BLDG/ROOM:** 166/6

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**State Office for Services to Children and Families, Midtown Branch Biennial Revenue Agreement**

**SIGNATURES REQUIRED:**

9/24/99 originals to Lynn Ervins

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

OR

**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

CLERK OF COUNTY COMMISSIONERS  
99 SEP 13 AM 11:58  
MULTICOUNTY 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 ms*  
Department of Community and Family Services

DATE: September 2, 1999

SUBJECT: Intergovernmental Revenue Agreement between the Department of Community and Family Services and State Office for Services to Children and Families, Midtown Branch

**I. Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue agreement from the State Office for Services to Children and Families (SOSCF), Midtown Branch for the period June 21, 1999, through June 30, 2001.

**II. Background/Analysis:** The Department of Community and Family Services has received a renewal revenue agreement from SOSCF, Midtown Branch, which funds County staff and services. Under this agreement, the County provides substance abuse services for clients of the multi-agency Family Support Team Project. The services include client alcohol and drug assessments, clients treatment referrals, client progress monitoring, inpatient and outpatient treatment services, and liaison with client treatment providers.

**III. Financial Impact:** The contract is for \$187,848. The funding is included in the Department's 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 #: 0010211

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

Amendment #: 0

<p><b>Class I</b></p> <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)	<p><b>Class II</b></p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR B 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)	<p><b>Class III</b></p> <input checked="" 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-2</u> DATE <u>9/23/99</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department: Community and Family Services Division: Behavioral Health Date: September 2, 1999  
 Originator: Gayle Kron Phone: 26392 Bldg/Rm: 166/6  
 Contact: Lynn Ervins Phone: 26644 Bldg/Rm: 166/7

Description of Contract **Renewal of revenue contract for Family Support Team -East Branch**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>104715 &amp; 102248</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	ORS/AR #: _____

Contractor <b>State Office for Services to Children and Families</b>	
Address <b>Human Resource Bldg., 4th Floor (DHR Contract)</b>	Remittance Address _____
<b>500 Summer Street NE</b>	(If different) _____
<b>Salem OR 97310-1017</b>	
Phone <b>(503) 945-6693</b>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <b>June 21, 1999</b>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <b>June 30, 2001</b>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <b>187,848</b>	<input type="checkbox"/> Requirements \$ _____
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <b>187,848</b>	

REQUIRED SIGNATURES

Department Manager *Lorenzo Poe* DATE 9/7/99  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel *Katrina Taylor* DATE 9/14/99  
 County Chair \_\_\_\_\_ DATE 9/23/99  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

LGFS VENDOR CODE GV5257						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1611		2301			9109	CSD Project Team		
02	156	010	1641		2301			9109	CSD Project Team	103,848	
03	156	010	1661		2301			9109	CSD Project Team	84,000	

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

Agreement Number: 84867

Date: June 29, 1999

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and MULTNOMAH COUNTY hereinafter referred to as the County. The Department's supervising representative for this Agreement is Frances Dehlin.

Effective Date and Duration: This Agreement shall become effective on June 21, 1999 or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2001. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a County warranty; or (ii) any default or defect in County performance that has not been cured.

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

Table with 4 columns: Document, Pages, Document, Pages. Row 1: SCHEDULE, 6, GOVERNMENTAL PROVISIONS, 5

Consideration: Department agrees to pay County an amount not to exceed \$187,848.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the Agreement document entitled SCHEDULE.

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

COUNTY, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County Dept. of Community and Family Services

ADDRESS: 421 SW Sixth, Seventh Floor, Portland, OR, 97204-1618

Social Security # or Federal Tax I.D. # 93-6002309 Phone #: 503-248-3691 Fax #: 503-248-3379

Certification: The undersigned agrees to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

APPROVED BY THE COUNTY: [Signatures] Director, DCF, Title: Chair, Multnomah County, Date: 9/23/99, County Counsel, Multnomah County, Date: 9/14/99

BY: [Signature] Title: Deputy/Assistant Administrator Date: [Blank]

Reviewed by Contracts Officer: [Signature] Date: [Blank] Approved as to Legal Sufficiency: [Signature] Date: 6/30/99

## SCHEDULE

COUNTY: MULTNOMAH COUNTY

Date: June 29, 1999

### SECTION A SERVICES TO BE PERFORMED

1. The County agrees to provide the services of a Substance Abuse Specialist. This Specialist will participate as a member of the Department's Midtown Branch Family Support Team (FST).
2. County shall, but not be limited to, provide the following:
  - A. Hire, supervise, and support up to <sup>Budgeted, 8</sup> 1.0 FTE Substance Abuse Specialist.
  - B. The Department's Midtown Branch Office will provide a work station for the County's Substance Abuse Specialist.
  - C. Substance Abuse Specialist will participate as a member of the FST by providing alcohol and drug assessments to clients being served by the teams, make treatment referrals, monitor client progress, and act as liaison to treatment providers.
  - D. County's Substance Abuse Specialist will serve as a member of the FST.
  - E. The County will provide for residential and out-patient treatment services to FST clients who are ineligible for treatment services from other sources and shall reimburse drug and alcohol treatment programs for treatment, as approved by the Family Support Team staff. The maximum length of said treatment programs and payment consideration is specified below. Services are to be provided in State certified drug and alcohol treatment facilities by providers who are under contract to Multnomah County.
2. Duties of the Substance Abuse Specialist will include, but not be limited to:
  - A. Teach the skills necessary to access community services and resources (i.e., other community partners and service providers, transportation services, emergency services, etc);
  - B. Teach the skills necessary for the parents to become self-sufficient (i.e., banking services, balancing a checkbook, shopping, setting and keeping appointments such as medical and dental, cooking, reading labels, nutrition, safety, etc.);

- C. Teach the skills necessary to provide for the physical and emotional needs of the children (i.e., child development, child safety, nurturing skills, appropriate disciplinary techniques, age appropriate activities, etc.)
2. The goal of services will be for parents to become better able to provide for the physical and emotional needs of their children. Provide more rapid access to services which will result in shorter lengths of stay of the children in out-of-home care, prevention of removals, and earlier permanency placement planning. There will be notable positive changes in parental self sufficiency and an increase in the use of community resources by the families in need. There will be a reduction in new referrals of abuse or neglect on families who have received services from the FST. Early identification of issues for better permanency planning for the children.
  3. County shall provide clinical reports and treatment summaries monthly, notices of successful or unsuccessful completion of treatment services, to the Department. County shall actively participate in FST meetings, FDM meetings, and other staff meetings as requested.

#### SECTION B CONSIDERATION

1. As consideration for costs of providing the agreed services the Department will pay the County, by check(s), an amount not to exceed \$187,848.00, to be paid as follows::
  - a. For the period beginning July 1, 1999, (or on the date at which every party has signed this agreement, whichever date is later), and ending June 30, 2000, an amount not to exceed \$50,868.00 to be paid at the rate of \$4,239.00 per month for a maximum of 12 months;
  - b. For the period beginning July 1, 2000, and ending June 30, 2001, an amount not to exceed \$52,980.00 to be paid at the rate of \$4,415.00 per month for a maximum of 12 months;
  - c. For Residential and Out-patient treatment reimbursements from July 1, 1999, through June 30, 2001 an amount not to exceed \$84,000.00 to be paid at the rate of \$3,500.00 per month for a maximum of 24 months.

Payment, inclusive of all costs associated with this Agreement, shall be subject to the provisions of ORS 293.462 (payment of overdue account charges).

2. Billings shall be submitted monthly on a CF 294A invoice to: State Office for Services to Children and Families, Attn: Chris Hennel, Midtown Branch, 1425 NE Irving, Bldg. 400, Portland, Oregon, 97232. Timely payment is contingent upon the Department's receipt and approval of the County's invoice by the 10th of each month.

3. The Department reserves the right to audit and review the actual expenses of the County to assure that the payments under this agreement do not exceed amounts that are reasonable and necessary to assure quality service, and to assure that the County's expenses are in accordance with applicable federal regulations on allowable costs. If the Department finds, from its audit and review, that the County has made expenditures, from the funds under this agreement for costs, which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the monies so expended to the Department upon request.
4. County shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before County performs work subject to the amendment. County shall notify Department's supervising representative in writing thirty (30) calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date

## SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

### 1. PROGRAM:

- a. County-Client Relationship: The County will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the child and parents or guardian of this provision. The County shall notify the Department of all unresolved grievances.
- b. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to Department at times and in the form prescribed by Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The County also agrees that a program and facilities review (including Meetings with consumers, review of policy and procedures, review of staffing ratios and job descriptions, and Meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by Department.
- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for Department. The Department reserves the right to review

information regarding efforts to deliver services that benefit culturally diverse children and youth.

- d. Confidentiality of Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the Department's or the County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.
- e. Compliance with the Americans with Disabilities Act: This Agreement is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon Department of Human Resources Contract Unit at (503) 945-5818 or TTY (503) 945-5928.
- f. Media Disclosure. The County shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Department office which referred the child or family. The County shall make immediate contact with the Department office when media contact occurs. The Department office will assist the County with an appropriate follow-up response for the media.
- g. Termination

Parties' Right to Terminate for Convenience: This Agreement may be terminated at any time by mutual/written consent of the parties.

Parties' Right to Terminate for Convenience: Either party may terminate this Agreement, in whole or in part, upon 30 days notice to the other party.

h. Indemnification

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County agrees to indemnify, defend, and hold harmless the State of Oregon, Department and their officers, agents, and employees from all claims, law suits, and actions of whatever nature brought against those parties which arise from County's performance or omissions under this Contract.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Department agrees to indemnify, defend, and hold harmless County, their officers, agents, and employees from all claims, law suits, and actions of whatever nature brought against those parties which arise from Department's activities or omissions under this Contract.

- i. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient."

## 2. PAYMENT

### a. Definitions

- 1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein agreed upon as determined to be in accordance with the Department's Summary of allowable and Unallowable Costs which is based on the office of Management and Budget (OMB) Circular A-122 as revised.
- 2) Restricted Funds are funds paid to County by Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.
- 3) Surplus Funds are that excess of restricted Department funds remaining after allowable costs have been deducted.

b. The funds paid by the Department to the County under this agreement are restricted funds. The County agrees to expend the restricted funds strictly in accordance with the agreement.

c. County shall not exceed, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.

d. In addition to audit provisions under the General Provisions Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.

If it is determined from the County's expense statements or the audits referred to above that County has made expenditures from the funds under this agreement for costs that are not allowable under the agreement, the County agrees to promptly refund the moneys so expended to Department upon request.

- e. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this agreement, and all revenue received for programs under this agreement.

### GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor/County certifies that it is not currently employed by the federal government.
2. Payments under this Contract: - Contractor/County will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor/County under this contract. Contractor/County will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor/County's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor/County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor/County also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor/County which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor/County agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor/County agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor/County shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor/County of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the

Department may authorize shall contain all requirements of this contract, and the Contractor/County shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor/County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Department's or Contractor/County's reasonable control. Contractor/County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. **Parties' Right to Terminate For Convenience** Either party may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days written notice to other party.

b. **Department's Right to Terminate For Cause** Department may also terminate this contract effective upon delivery of written notice to the Contractor/County, or at such later date as may be established by the Department, under any of the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless Provision - Department and Contractor/County shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Contractor/County shall perform the services under this contract as an independent contractor. Contractor/County and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.160-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

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

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

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

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$75,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Department of Administrative Services is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

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

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

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

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

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

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification. This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

MEETING DATE: SEP 23 1999

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of the 1999-2001 State Office for Services to Children and Families-East Branch, Biennial Agreement.

**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:** Behavioral Health

**CONTACT:** Lorenzo Poe/Floyd Martinez **TELEPHONE:** 248-5464

**BLDG/ROOM:** 166/6

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**State Office for Services to Children and Families, East Branch Biennial Revenue Agreement**

**SIGNATURES REQUIRED:**

9/24/99 ORIGINALS TO LYNN ERVINS

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

OR

**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

99 SEP 15 AM 11:56  
MULTI-COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

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



# 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*  
Department of Community and Family Services

DATE: September 1, 1999

SUBJECT: Intergovernmental Revenue Agreement between the Department of Community and Family Services and State Office for Services to Children and Families, East Branch

**I. Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue agreement from the State Office for Services to Children and Families (SOSCF), East Branch for the period June 21, 1999, through June 30, 2001.

**II. Background/Analysis:** The Department of Community and Family Services has received a renewal revenue agreement from SOSCF, East Branch, which funds County staff and services. Under this agreement, the County provides substance abuse services for clients of the multi-agency Family Support Team Project. The services include client alcohol and drug assessments, clients treatment referrals, client progress monitoring, inpatient and outpatient treatment services, and liaison with client treatment providers.

**III. Financial Impact:** The contract is for \$188,928. The funding is included in the Department's 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 #: **0010225**

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

Amendment #: **0**

<p align="center"><b>Class I</b></p> <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)	<p align="center"><b>Class II</b></p> <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)	<p align="center"><b>Class III</b></p> <input checked="" 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-3</u> DATE <u>9/23/99</u>  <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>September 1, 1999</u>
Originator: <u>Gayle Kron</u>	Phone: <u>26392</u>	Bldg/Rm: <u>166/6</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Renewal of revenue contract for Family Support Team -East Branch**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>103196 &amp; 102258</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION _____	EXEMPTION EXPIRATION _____
#/DATE: _____	DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>State Office for Services to Children and Families</b>	
Address <b>Human Resource Bldg., 4<sup>th</sup> Floor (DHR Contract)</b>	Remittance Address _____
<b>500 Summer Street NE</b>	(If different) _____
<b>Salem OR 97310-1017</b>	
Phone <b>(503) 945-6693</b>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <b>June 21, 1999</b>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <b>June 30, 2001</b>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <b>188,928</b>	
Total Amt of Previous Amendments \$ _____	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <b>188,928</b>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager _____	<i>Lorenzo Poe mas</i>	DATE <u>9/17/99</u>
Purchasing Manager _____		DATE _____
County Counsel _____	<i>Katrina Lugin</i>	DATE <u>9/14/99</u>
County Chair _____	<i>Marky Dean</i>	DATE <u>9/23/99</u>
Sheriff _____		DATE _____
Contract Administration _____		DATE _____

LGFS VENDOR CODE REV131						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1611			2301		9107	CSD Project Team		
02	156	010	1641			2301		9107	CSD Project Team	104,928	
03	156	010	1661			2301		9107	CSD Project Team	84,000	

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

Agreement Number: 84880

Date: June 29, 1999

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and MULTNOMAH COUNTY hereinafter referred to as the County. The Department's supervising representative for this Agreement is Frances Dehlin.

Effective Date and Duration: This Agreement shall become effective on June 21, 1999 or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2001. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a County warranty; or (ii) any default or defect in County performance that has not been cured.

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

Document	Pages	Document	Pages
SCHEDULE	6	GOVERNMENTAL PROVISIONS	5
EXHIBIT I	3		

Consideration: Department agrees to pay County an amount not to exceed \$188,928.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the Agreement document entitled SCHEDULE.

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

COUNTY, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County Dept. of Community and Family Services

ADDRESS: 421 SW Sixth, Seventh Floor, Portland, OR, 97204-1618

Social Security # or Federal Tax I.D. # 93-6002309 Phone #: 503-248-3691 Fax #: 503-248-3379

Certification: The undersigned agrees to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

APPROVED BY THE COUNTY: Lorenzo Poe mcs Director, DCFS Date 9/17/99

By: [Signature] Title: Chair, Multnomah County Date: 9/23/99

State Office for Services to Children and Families: [Signature] County Counsel, Multnomah County Date 9/14/99

BY: Title: Deputy/Assistant Administrator Date:

Reviewed by Contracts Officer: Date:

Approved as to Legal Sufficiency: [Signature] Date: 6/30/99

## SCHEDULE

COUNTY: MULTNOMAH COUNTY

Date: June 29, 1999

### SECTION A SERVICES TO BE PERFORMED

1. The County agrees to provide the services of a Substance Abuse Specialist. This Specialist will participate as a member of the Department's Multnomah County Family Support Team (FST).
2. County shall, but not be limited to, provide the following:
  - A. Hire, supervise, and support up to 1.0 FTE Substance Abuse Specialist.
  - B. The Department's East Multnomah County Branch Office will provide a work station for the County's Substance Abuse Specialist.
  - C. Substance Abuse Specialist will participate as a member of the FST by providing alcohol and drug assessments to clients being served by the teams, make treatment referrals, monitor client progress, and act as liaison to treatment providers.
  - D. County's Substance Abuse Specialist will serve as a member of the FST. The team will identify the duties and responsibilities of the Substance Abuse Specialist. See Exhibit I for description of Project Team, with special attention description of Substance Abuse Specialist duties and responsibilities.
  - E. The County will provide for residential and out-patient treatment services to FST clients who are ineligible for treatment services from other sources and shall reimburse drug and alcohol treatment programs for treatment, as approved by the Family Support Team staff. The maximum length of said treatment programs and payment consideration is specified below. Services are to be provided in State certified drug and alcohol treatment facilities by providers who are under contract to Multnomah County.
2. Duties of the Substance Abuse Specialist will include, but not be limited to:
  - A. Teach the skills necessary to access community services and resources (i.e., other community partners and service providers, transportation services, emergency services, etc);

B. Teach the skills necessary for the parents to become self-sufficient (i.e., banking services, balancing a checkbook, shopping, setting and keeping appointments such as medical and dental, cooking, reading labels, nutrition, safety, etc.);

C. Teach the skills necessary to provide for the physical and emotional needs of the children (i.e., child development, child safety, nurturing skills, appropriate disciplinary techniques, age appropriate activities, etc.)

2. The goal of services will be for parents to become better able to provide for the physical and emotional needs of their children. Provide more rapid access to services which will result in shorter lengths of stay of the children in out-of-home care, prevention of removals, and earlier permanency placement planning. There will be notable positive changes in parental self sufficiency and an increase in the use of community resources by the families in need. There will be a reduction in new referrals of abuse or neglect on families who have received services from the FST. Early identification of issues for better permanency planning for the children.

3. County shall provide clinical reports and treatment summaries monthly, notices of successful or unsuccessful completion of treatment services, to the Department. County shall actively participate in FST meetings, FDM meetings, and other staff meetings as requested.

## SECTION B CONSIDERATION

1. As consideration for costs of providing the agreed services the Department will pay the County, by check(\$), an amount not to exceed \$188,928.00, to be paid as follows::

a. For the period beginning July 1, 1999, (or on the date at which every party has signed this agreement, whichever date is later), and ending June 30, 2000, an amount not to exceed \$51,948.00 to be paid at the rate of \$4,329.00 per month for a maximum of 12 months;

b. For the period beginning July 1, 2000, and ending June 30, 2001, an amount not to exceed \$52,980.00 to be paid at the rate of \$4,415.00 per month for a maximum of 12 months;

c. For Residential and Out-patient treatment reimbursements from July 1, 1999, through June 30, 2001 an amount not to exceed \$84,000.00 to be paid at the rate of \$3,500.00 per month for a maximum of 24 months.

Payment, inclusive of all costs associated with this Agreement, shall be subject to the provisions of ORS 293.462 (payment of overdue account charges).

2. Billings shall be submitted monthly on a CF 294A invoice to: <sup>Judy Griswold</sup> State Office for Services to Children and Families, Attn: ~~Frances Dehlin~~, Multnomah Branch, 3618 SE 122nd Avenue, Portland, Oregon, 97236-3403. Timely payment is contingent upon the Department's receipt and approval of the County's invoice by the 10th of each month.
3. The Department reserves the right to audit and review the actual expenses of the County to assure that the payments under this agreement do not exceed amounts that are reasonable and necessary to assure quality service, and to assure that the County's expenses are in accordance with applicable federal regulations on allowable costs. If the Department finds, from its audit and review, that the County has made expenditures, from the funds under this agreement for costs, which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the monies so expended to the Department upon request.
4. County shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs work subject to the amendment. County shall notify Department's supervising representative in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date

#### SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

##### 1. PROGRAM:

- a. County-Client Relationship: The County will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the child and parents or guardian of this provision. The County shall notify the Department of all unresolved grievances.
- b. The Department enters into this Agreement in anticipation of requiring the County's services. However, the Department makes no guarantee of the number of children who may be referred to the County.
- c. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to Department at times and in the form prescribed by Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the

program requirements of this agreement. The County also agrees that a program and facilities review (including Meetings with consumers, review of policy and procedures, review of staffing ratios and job descriptions, and Meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by Department.

- d. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for Department. The Department reserves the right to review information regarding efforts to deliver services that benefit culturally diverse children and youth.
- e. Confidentiality of Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the Department's or the County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.
- f. Compliance with the Americans with Disabilities Act: This Agreement is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon Department of Human Resources Contract Unit at (503) 945-5818 or TTY (503) 945-5928.
- g. Media Disclosure: The County shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Department office which referred the child or family. The County shall make immediate contact with the Department office when media contact occurs. The Department office will assist the County with an appropriate follow-up response for the media.
- h. Termination

Parties' Right to Terminate for Convenience: This Agreement may be terminated at any time by mutual written consent of the parties.

Parties' Right to Terminate for Convenience: Either party may terminate this Agreement, in whole or in part, upon 30 days notice to the other party.

i. Indemnification

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County agrees to indemnify, defend, and hold harmless the State of Oregon, Department and their officers, agents, and employees from all claims, law suits, and actions of whatever nature brought against those parties which arise from County's performance or omissions under this Agreement.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Department agrees to indemnify, defend, and hold harmless County, their officers, agents, and employees from all claims, law suits, and actions of whatever nature brought against those parties which arise from Department's activities or omissions under this Agreement.

- j. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient."

2. PAYMENT

a. Definitions

- 1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein agreed upon as determined to be in accordance with the Department's Summary of allowable and Unallowable Costs which is based on the office of Management and Budget (OMB) Circular A-122 as revised.
- 2) Restricted Funds are funds paid to County by Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.
- 3) Surplus Funds are that excess of restricted Department funds remaining after allowable costs have been deducted.

- b. The funds paid by the Department to the County under this agreement are restricted funds. The County agrees to expend the restricted funds strictly in accordance with the agreement.

- c. County shall not exceed, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.
- d. In addition to audit provisions under the General Provisions Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
  - 1) To document the relation between the established payments under this agreement and the amounts spent by the County.
  - 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.

If it is determined from the County's expense statements or the audits referred to above that County has made expenditures from the funds under this agreement for costs that are not allowable under the agreement, the County agrees to promptly refund the moneys so expended to Department upon request.

- e. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this agreement, and all revenue received for programs under this agreement.

*Exhibit I*

## FAMILY SUPPORT TEAM Project Description

The Multnomah East Branch State Office for Services to Children and Families (SCF) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including SCF caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally-recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the agency's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist, will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The East Branch Family Support Team will have a contractual collaboration with the primary service providers: the State Office for Services to Children and Families, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in multi-problem families that have reached the attention of the State Office for Services to Children and Families.

Substance abuse services include the following:

1. Provide a formalized, in-depth alcohol and drug assessment on Family Support Team clients.
2. Participate in multi-disciplinary treatment planning for each referred family.
3. Work with Family Support Team members and other involved specialists to

Page 2

4. develop an initial service agreement with the family that outlines goals and expectations.
4. Refer families to the most appropriate and accessible alcohol and drug treatment (i.e. . . . "treatment brokering") and sobriety plans with clients awaiting formal treatment.
5. Monitor progress of clients in alcohol and substance abuse treatment programs.
6. Liaise between treatment providing agencies and the Family Support Team.
7. Receive discharge summaries when clients terminate treatment and work with families and professional team to enact a plan to prevent relapse.
8. Maintain follow-up contact with clients' SCF caseworkers to assist with relapse intervention for the amount of time negotiated in service agreements.
9. Provide drug screening tests to clients as necessary.
10. Participate in periodic staffings and weekly Family Support Team meetings.
11. Participate in Family Unity Meetings as needed.
12. Provide alcohol and drug information and consultation to families and service participants as requested.
13. Provide training for Family Support Team and other East Branch SCF staff regarding substance abuse issues.

#### Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

#### Effectiveness

The effectiveness of the East Branch Family support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. A notable positive change in the developmental screening inventory of pre-school aged children.

Page 3

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40 percent and that the length of foster care placements will be reduced by 20 percent. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50 percent.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

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### GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor/County certifies that it is not currently employed by the federal government.
2. Payments under this Contract: - Contractor/County will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor/County under this contract. Contractor/County will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor/County's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor/County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor/County also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor/County which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor/County agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor/County agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor/County shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor/County of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the

Department may authorize shall contain all requirements of this contract, and the Contractor/County shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor/County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Department's or Contractor/County's reasonable control. Contractor/County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. **Parties' Right to Terminate For Convenience** Either party may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days written notice to other party.

b. **Department's Right to Terminate For Cause** Department may also terminate this contract effective upon delivery of written notice to the Contractor/County, or at such later date as may be established by the Department, under any of the following conditions:

- 1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.
- 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license or certificate required by law or regulation to be held by the Contractor/County to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor/County no longer meets requirements for such license or certificate.

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

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

- 1) If the Contractor/County fails to provide services called for by this contract within the time specified or any extension thereof.
- 2) If the Contractor/County fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor/County fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless Provision - Department and Contractor/County shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Contractor/County shall perform the services under this contract as an independent contractor. Contractor/County and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.160-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

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

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

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

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$75,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Department of Administrative Services is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

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

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

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

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

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

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

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification. This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

MEETING DATE: SEP 23 1999  
AGENDA NO: LC-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Amendment to Existing Lease for Support Enforcement Division

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

**REGULAR MEETING:** **DATE REQUESTED:** September 23, 1999  
**AMOUNT OF TIME NEEDED:** Unanimous Consent Calendar

**DEPARTMENT:** Environmental Services **DIVISION:** Facilities and Property Management

**CONTACT:** Jennifer de Haro **TELEPHONE #:** X66094  
**BLDG/ROOM #:** 421/3rd

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

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Approval of Amendment to Existing Lease for Support Enforcement Division

9/24/99 ORIGINALS to JENNIFER de HARO

CLERK OF COUNTY BOARD OF COMMISSIONERS & CLERKS  
99 SEP 22 PM 2:31  
MULTI-COUNTY COUNTY  
OREGON

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
**(OR)**  
**DEPARTMENT**  
**MANAGER:** Leslie K. 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: Jennifer de Haro, Property Management Specialist  
DATE: September 20, 1999  
RE: Lease Amendment for Support Enforcement Division

1. Recommendation /Action Required:  
Approve the Lease amendment.
2. Background/Action Requested:  
A lease for the Support Enforcement Division offices at 1001 S.W. 5<sup>th</sup> was approved by the Board on August 19, 1999. Upon review of the Lease, the Lessor (EOP Northwest Properties) discovered an error in the document and has asked that the language be amended as provided for in the attached draft.
3. Financial Impact:  
None known.
4. Legal Issues:  
None known.
5. Controversial Issues:  
None known.
6. Link to Current County Policies:  
Not Applicable.
7. Citizen Participation:  
None known.
8. Other Government Participation:  
None known.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-187

Authorizing Execution of an Amendment to an Existing Lease for Support Enforcement.

The Multnomah County Board of Commissioners Finds:

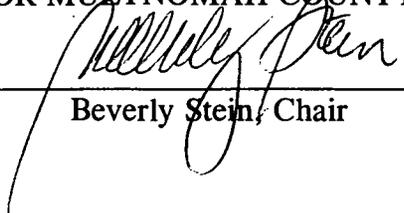
- a) Multnomah County has an existing lease with EOP Properties for the District Attorney's Support Enforcement Program, approved by the Board of County Commissioners on August 19, 1999.
- b) EOP Properties has executed the Lease, but has asked that Paragraph 1.C.c. be amended to read: "No part of the Premises is sublet at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Notice;" deleting the words "other than in connection with a Permitted Transfer".
- c) The County accepts the proposed amendment to the Lease, because the County had not originally entered into this Lease, and does not enter into this amendment, with the expectation of invoking any additional sub-lease or transfer rights which the above referenced language may provide.
- d) EOP Properties has requested the County amend the Lease as discussed above, with the language changes as indicated to be initialed by the County Chair.

The Multnomah County Board of Commissioners Resolves:

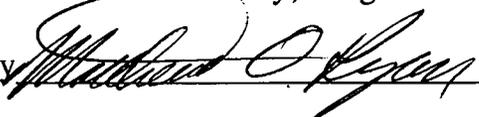
1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to amend the attached Lease Agreement as above provided.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
\_\_\_\_\_

Matthew O. Ryan, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-164

Authorizing Execution of Agreement for Lease of Certain Real Property for the Operation of the District Attorney's Support Enforcement Division.

The Multnomah County Board of Commissioners Finds:

- a) The Multnomah County Support Enforcement Division provides services in coordination with the court system, and its function requires being located close to the Portland downtown area, within a reasonable distance from court services.
- b) The County owns no space that will accommodate the immediate space needs of the Support Enforcement Division, and will be unable to meet these needs on County owned premises for at least two years.
- c) Real property suited to the function of the Support Enforcement Division has been leased for the past five years, and is available for an additional two years.
- d) The premises described in the attached Lease Agreement before the Board this date are those leased for the past five years, and have been determined to be available at a reasonable rental for the additional two years needed, from the owner, EOP Northwest Properties, LLC.
- e) It appears that the lease of the premises described in the Lease Agreement before the Board this date will benefit Multnomah County.

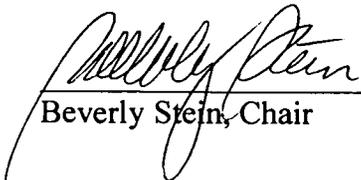
The Multnomah County Board of Commissioners Resolves:

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 19th day of August 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

## SECOND AMENDMENT

This Second Amendment (the "Amendment") is made and entered into as of September 5, 1999, by and between EOP-NORTHWEST PROPERTIES, LLC, a Delaware limited liability company ("Landlord"), and MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("Tenant").

### WITNESSETH

- A. WHEREAS, Landlord (as successor in interest to The Equitable-Wright Portland Company) and Tenant are parties to that certain lease dated the 1<sup>st</sup> day of March, 1994 for space currently containing approximately 7,067 rentable square feet (the "Premises") described as Suite No. 1075 on the 10<sup>th</sup> floor of the building commonly known as 1001 Fifth Avenue and the address of which is 1001 SW 5<sup>th</sup> Avenue, Portland, Oregon (the "Building"), which lease has been previously amended or assigned by an instrument dated May 6, 1996 (collectively, the "Lease"); and
- B. WHEREAS, the Lease by its terms expired on May 31, 1999 ("Prior Termination Date"), and the parties desire to extend the term of the Lease, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- I. Extension. The lease term is hereby (retroactively) extended for a period of **twenty-four (24) months** and shall expire on **May 31, 2001** ("Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the lease term commencing the day immediately following the Prior Termination Date ("Extension Date") and ending on the Extended Termination Date shall be referred to herein as the "Extended Term".
- II. Rent. As of the Extension Date, the schedule of monthly installments of Rent with respect to the Premises during the Extended Term is the following:
- Tenant shall pay Landlord the sum of **Three Hundred Thirty-six Thousand Three Hundred Eighty-nine and 28/100 Dollars (\$336,389.28)** as Rent for the Premises during the Extended Term in twenty-four (24) monthly installments as follows:
- A. **twenty-four (24) equal installments of Fourteen Thousand Sixteen and 22/100 Dollars (\$14,016.22)** each payable on or before the first day of each month during the period beginning (retroactively) June 1, 1999 and ending **May 31, 2001**.
- B. [Intentionally omitted.]
- All such Rent shall be payable by Tenant in accordance with the terms of Section 4 of the Lease.
- III. Real Estate Taxes and Operating Expenses. For the period commencing on the Extension Date and ending on the Extended Termination Date, Tenant shall pay for Tenant's Share of the increase or decrease in Real Estate Taxes and Tenant's Share of the increase or decrease in Operating Expenses in accordance with the terms of the Lease, provided, however, during such period, the Base Year for the computation of Tenant's Share of Operating Expenses is amended from 1993 to 1999, and the Base Year for the computation of Tenant's Share of Real Estate Taxes is amended from 1993/94 to 1998/99.

IV. Improvements to Premises.

- A. Condition of Premises. Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.
- B. Cost of Improvements to Premises. Provided Tenant is not in default, Tenant shall be entitled to receive an improvement allowance (the "Extension Improvement Allowance") in an amount not to exceed Twenty-two Thousand Six Hundred Fourteen and 40/100 Dollars (\$22,614.40) to be applied toward the cost of performing construction, alteration or improvement of the Premises, including but not limited to the cost of space planning, design and related architectural and engineering services. In the event the total cost of the improvements to the Premises exceeds the Extension Improvement Allowance, Tenant shall pay for such excess upon demand. The entire unused balance of the Extension Improvement Allowance, if any, shall accrue to the sole benefit of Landlord. Landlord shall pay such Extension Improvement Allowance directly to the contractors retained to perform the construction, design or related improvement work to the Premises.
- C. Responsibility for Improvements to Premises. Landlord shall enter into a direct contract for the improvements to the Premises with a general contractor selected by Landlord. Tenant shall devote such time in consultation with Landlord or Landlord's architect as may be required to provide all information Landlord deems necessary in order to enable Landlord to complete, and obtain Tenant's written approval of, the plans for the improvements to the Premises in a timely manner. All plans for the improvements to the Premises shall be subject to Landlord's consent, which consent shall not be unreasonably withheld. If the cost of such improvements exceeds the Expansion Improvement Allowance, then prior to commencing any construction of improvements to the Premises, Landlord shall submit to Tenant a written estimate setting forth the anticipated cost, including but not limited to the cost of space planning, design and related architectural and engineering services, labor and materials, contractor's fees, and permit fees. Within a reasonable time thereafter, Tenant shall either notify Landlord in writing of its approval of the cost estimate or specify its objections thereto and any desired changes to the proposed improvements. In the event Tenant notifies Landlord of such objections and desired changes, Tenant shall work with Landlord to reach a mutually acceptable alternative cost estimate.

V. Other Pertinent Provisions. Landlord and Tenant agree that, effective as of the date hereof (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

- A. Address for Notices. The address for notices for Landlord set forth in Section 1(i) of the Lease is hereby revised to:

EOP Northwest Properties, L.L.C.  
c/o Wright Runstad & Company  
1001 Fifth Avenue Building  
1001 SW Fifth Avenue, Suite 1511  
Portland, OR 97204  
Attention: Building Manager

With a copy to:

Equity Office Properties Trust  
Two North Riverside Plaza  
Suite 2200  
Chicago, Illinois 60606  
Attention: Regional Counsel - West Region

Payments of Rent only shall be made payable to the order of:  
Equity Office Properties

at the following address:

EOP Northwest Properties, L.L.C.  
1001 Fifth Avenue Building  
P.O. Box 3834  
Seattle, WA 98124-3834

- B. Limitation of Liability. Section 30 of the Lease is hereby deleted and replaced with the following:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE LANDLORD AND ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES OR DEED OF TRUST LIENS ON THE PROPERTY, BUILDING OR PREMISES NOTICE AND REASONABLE TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

- C. Renewal Option. A new Section 36, Renewal Option, is hereby added to the Lease as follows:

1. Tenant shall have the right to extend the lease term (the "Renewal Option") for one additional period of **two (2) years** commencing on the day following the Extended Termination Date and ending on the 1<sup>st</sup> anniversary of the Extended Termination Date (the "Renewal Term"), if:
  - a. Landlord receives notice of exercise of the Renewal Option ("Initial Renewal Notice") not less than one hundred eighty (180) days prior to the expiration of the Extended Term and not more than two hundred seventy (270) days prior to the expiration of the Extended Lease Term; and
  - b. Tenant is not in default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Notice; and
  - c. No part of the Premises is sublet at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Notice ~~other than in connection with a Permitted Transfer~~; and

- d. The Lease has not been assigned prior to the date that Tenant delivers its Initial Renewal Notice or prior to the date Tenant delivers its Binding Notice; and
  - e. Tenant executes and returns the Renewal Amendment (hereinafter defined) within fifteen (15) days after its submission to Tenant.
2. The initial Rent rate per rentable square foot for the Premises during the Renewal Term shall equal the Prevailing Market (hereinafter defined) rate per rentable square foot for the Premises.
  3. Tenant shall pay Additional Rent (i.e. Tenant's Share of Real Estate Taxes and Operating Expenses) for the Premises during the Renewal Term in accordance with Section 8 of the Lease.
  4. Within thirty (30) days after receipt of Tenant's Initial Renewal Notice, Landlord shall advise Tenant of the applicable Rent rate for the Premises for the Renewal Term. Tenant, within fifteen (15) days after the date on which Landlord advises Tenant of the applicable Rent rate for the Renewal Term, shall either (i) give Landlord final binding written notice ("Binding Notice") of Tenant's exercise of its option, or (ii) if Tenant disagrees with Landlord's determination, provide Landlord with written notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within such fifteen (15) day period, Tenant's Renewal Option shall be null and void and of no further force and effect. If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall enter into the Renewal Amendment upon the terms and conditions set forth herein. If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall work together in good faith to agree upon the Prevailing Market Rent rate for the Premises during the Renewal Term. Upon agreement Tenant shall provide Landlord with Binding Notice and Landlord and Tenant shall enter into the Renewal Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Landlord and Tenant are unable to agree upon the Prevailing Market Rent rate for the Premises within thirty (30) days after the date on which Tenant provides Landlord with a Rejection Notice, Tenant's Renewal Option shall be null and void.
  5. If Tenant is entitled to and properly exercises its Renewal Option, Landlord shall prepare an amendment (the "Renewal Amendment") to reflect changes in the Rent, lease term, Expiration Date and other appropriate terms. The Renewal Amendment shall be:
    - a. sent to Tenant within a reasonable time after receipt of the Binding Notice; and
    - b. executed by Tenant and returned to Landlord in accordance with paragraph 1(e) above.

An otherwise valid exercise of the Renewal Option shall, at Landlord's option, be fully effective whether or not the Renewal Amendment is executed.

6. For purpose hereof, "Prevailing Market" shall mean the arms length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and office buildings comparable to the Building in Portland, Oregon. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the Landlord

under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

7. Notwithstanding anything herein to the contrary, Tenant's Renewal Option is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first renewal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

VI. Miscellaneous.

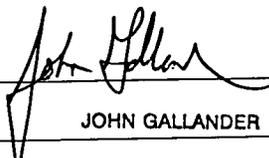
- A. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.
- B. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
- C. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
- D. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.
- E. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.
- F. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the "Landlord Related Parties") harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents (collectively, the "Tenant Related Parties") harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD: EOP-NORTHWEST PROPERTIES, L.L.C., a  
Delaware limited liability company

By: EOP Operating Limited Partnership, a Delaware  
limited partnership, its sole member

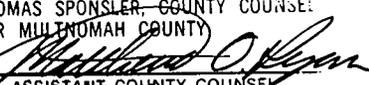
By: Equity Office Properties Trust, a Maryland  
real estate investment trust, its managing  
general partner

By:   
Name: JOHN GALLANDER  
Title: VICE PRESIDENT-LEASING

TENANT: MULTNOMAH COUNTY, a political subdivision  
of the State of Oregon

By:   
Name: Beverly Stein  
Title: Multnomah County Chair

WCW4382034\1048707.01

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY:   
ASSISTANT COUNTY COUNSEL  
DATE 8/10/99

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 8/19/99  
DEB BOGSTAD  
BOARD CLERK

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # UC-1 DATE 9/23/99  
DEB BOGSTAD  
BOARD CLERK

**BUDGET MODIFICATION NO:**

DA # 00-1

(For Clerk's Use) Meeting Date:

SEP 23 1999

Agenda No:

R-2

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** September 23, 1999

DEPARTMENT	<u>District Attorney</u>	DIVISION	<u>Family Justice</u>
CONTACT	<u>Thomas G Simpson</u>	TELEPHONE	<u>248-3863</u>
NAME(S) OF PERSON MAKING PRESENTATION TO THE BOARD		<u>Mike Schrunk</u>	

SUGGESTED AGENDA TITLE

Budget Modification DA #00-1 appropriates funds from the Federal Juvenile Accountability Incentive Block Grant

(Estimated Time Needed on the Agenda)

**2. DESCRIPTION OF MODIFICATION**

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET.

The project will add 1.00 Deputy District Attorney to the Juvenile budget for investigating and prosecuting violent juvenile offenders and complex, multi-offender cases.

**3. REVENUE IMPACT**

Addition of \$118,505 to the current year Juvenile Budget

**4. CONTINGENCY STATUS**

Originated By: Becky Hinson	Date September 8, 1999	Department Director Thomas G Simpson	Date September 8, 1999
Plan/Budget Analyst <i>[Signature]</i>	Date 9-13-99	Employee Services	Date
Board Approval <i>[Signature]</i>	Date 9/23/99		

99 SEP 15 AM 11:52  
 COUNTY COMMISSIONERS  
 CLERK OF COUNTY  
 OREGON



DA # 00-1

**EXPENDITURE TRANSACTION**

FUND	AGENCY	ORG	ACTIVITY	REPTG CAT	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUBTOTAL	Description
156	023	2445			5100			69,173		Base Pay
156	023	2445			5500			17,439		Fringe
156	023	2445			5550			7,294		Insurance
400	070	7531			6580			7,294		Insurance Fund Transfer
156	023	2445			6230			2,250		Supplies
156	023	2445			7150			1,128		Telephones
156	023	2445			7300			12,000		Motor Pool
156	023	2445			7100			9,221		Indirect
100	075	9120			7700			9,221		Indirect Fund Transfer
402	070	7990			6140			1,128		Telephone Fund Transfer
401	030	5905			6230			12,000		Fleet Fund Transfer
<b>TOTAL EXPENDITURE CHANGE</b>									148,148	

**REVENUE TRANSACTION**

FUND	AGENCY	ORG	ACTIVITY	REPTG CAT	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUBTOTAL	Description
156	023	2445			2104				118,505	Office of Justice Programs Juvenile Prevention
100	075	7410			6602				9,221	Indirect Fund Transfer
400	070	7531			6602				7,294	Insurance Fund Transfer
402	070	7990			6602				1,128	Telephone Fund Transfer
401	030	5905			6602				12,000	Fleet Fund Transfer
<b>TOTAL REVENUE CHANGE</b>									148,148	

MICHAEL D. SCHRUNK

District Attorney

*Office Memorandum*

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TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: September 8, 1999

REQUESTED PLACEMENT DATE: September 23, 1999

RE: Budget Modification DA #00-1 adding 1.00 Deputy District Attorney with Federal Juvenile Accountability Incentive Block Grant Funds

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- I. Recommendation/Action Requested: Approval of the Budget Modification
- II. Background/Analysis: The project will add 1.00 Deputy District Attorney to investigate and prosecute violent juvenile offenders and complex, multi-offender cases. The Deputy will participate in multi-agency task forces to develop and implement a coordinated approach to reducing gang violence and prosecute gang-related crimes.
- III. Financial Impact: Adds \$118,505 to the budget of the District Attorney's Office, funded by the Federal Juvenile Accountability Incentive Block Grant Funds.
- IV. Legal Issues: N/A
- V. Controversial Issues: N/A
- VI. Link to Current County Policies: N/A
- VII. Other Government Participation: The Deputy will work closely with the Portland Police tactical operations, including the Gang Enforcement Team, YGAT, and other prevention and intervention programs. The funds are from the Federal Juvenile Accountability Incentive Block Grant.

SEP 23 1999

MEETING DATE: \_\_\_\_\_  
AGENDA NO.: R-3  
ESTIMATED START TIME: 9:35

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Respond to the Community Safety Net Funding Application.

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

REGULAR MEETING: DATE REQUESTED: September 23, 1999  
AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: Health DIVISION: Neighborhood Health  
CONTACT: Lisa Hansell TELEPHONE#: 248-3406 X28893  
BLDG/ROOM#: 160/9

PERSON(S) MAKING PRESENTATION: Lisa Hansell

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Request approval to apply for funds to assist in the continuing development of a "Community Safety Net" to provide outreach services to families at risk for child abuse and neglect.

**SIGNATURES REQUIRED:**

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

DEPARTMENT MANAGER: Lillian Shibley  
*Or*

CLERK OF COUNTY COMMISSIONERS  
99 SEP 15 AM 11:02  
MULTI-COUNTY  
OREGON

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



HEALTH DEPARTMENT

## MULTNOMAH COUNTY OREGON



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FIELD SERVICES PROGRAM MANAGEMENT  
426 SW STARK ST., 9TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3406  
FAX (503) 248-3818

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

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### MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Patricia Foley, Manager Neighborhood Health Services Division *Patricia Foley*

**THROUGH:** Lillian Shirley, Director *Lillian Shirley*

**SUBJECT:** Notice of Intent to Respond to the Community Safety Net Funding Application

**DATE:** September 10, 1999

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**REQUESTED PLACEMENT DATE:** September 23, 1999

#### I. Recommendation/Action Requested

The Multnomah County Health Department is requesting approval to respond to a request for applications from the Department of Human Services, State Office of Services to Children and Families. The purpose of the funding is to assist counties in the continuing development of Community Safety Nets to provide outreach services to families at high risk for child abuse and neglect.

#### II. Background/Analysis

In January 1998, Multnomah County applied for Community-Based Family Resource and Support (CBFRS) grant funds and was awarded \$10,000 to assist with the start-up of Community Safety Net efforts. Oregon dedicated CBFRS funds to link existing systems and develop local Community Safety Nets to respond to children and families who are at high risk for child abuse and neglect, who do not cross the legal threshold for intervention by either law enforcement or child protective services but may not be connected to the broad based prevention programs available in communities.

The Governor and Legislature have recognized the importance of community safety nets and the work done by local programs. Community Safety Net was one of the Department of Human Services' (DHS) top priorities during legislative session and it was one of only three new DHS initiatives to receive such strong support and funding from the legislature. This initiative is jointly sponsored by the Oregon Department of Human Services, the State Office for Service to Children and Families and the Oregon Commission on Children and Families.

In Multnomah County, the Health Department has the responsibility of Community Safety Net coordination. Since October 1997, the Health Department has contracted with Tualatin Valley Centers to provide services to families at risk for child abuse and neglect, with the purpose of achieving improved well being for vulnerable children and their families by linking them with appropriate supportive services. This program implements the plan developed by the 1995 Child Welfare Planning Group which was convened by the Commission on Children and Families and the State Office for Services to Children and Families (SOSCF).

### **III. Financial Impact**

Maximum grant award of \$124,563 for the 1999-2001 biennium. Grant guidelines require that funds may not be used to pay for administration expenses or other fees of the fiscal agent. Funds are expected to "pass through" the County and be contracted out. Grant funds will supplement Federal Family Preservation and Support and State General Funds dedicated to the program model.

Although the County will not be able to recover any indirect cost we are still recommending Board of County Commissioners approval because the services provided through the grant are in line with our program mission.

### **IV. Legal Issues**

None

### **V. Controversial Issues**

None

### **VI. Link to Current County Policies**

This proposal aims to impact the benchmark of reducing child abuse and neglect.

### **VII. Citizen Participation**

The development of the Family Advocate Program was initiated at the recommendation, and continues to be guided by, a community-planning group consisting of representatives of the Multnomah Commission on Children and Families and numerous service providers. Currently, the group is working to identify areas of focus for the next phase of Community Safety Net development. Feedback received from in-depth interviews with consumer parents during the formative phase was utilized to make modifications to the program.

### **VIII. Other Government Participation**

Other governmental agencies involved in the development of the Family Advocate Program include the Multnomah County Department of Community and Family Services, Multnomah County Family Court Services, Multnomah Commission on Children, Families and Community, the State Office for Services to Children and Families, Adult and Family Services, Department of Human Services Community Partnership Team, Portland State University (during the "pilot phase") Portland Public Schools, and Centennial School District.



HEALTH DEPARTMENT

MULTNOMAH COUNTY OREGON



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## Neighborhood Health – Field Services Family Preservation and Support/Child Abuse Prevention Program

### Background

In 1995, the Multnomah Commission on Children and Families and the State Office for Services to Children and Families jointly convened the Child Welfare Planning Group. The purpose of the planning group was to develop a systematic plan for serving children and families. Additionally, the group made a recommendation for the expenditure of Multnomah County's share of the Federal Family Preservation and Support block grant funds. Funding for a systems coordinator (Child Abuse Prevention Coordinator) was included in their recommendation.

### Health Department Services

Child Abuse Prevention Coordinator(s)- This position (created in November 1996) is responsible for the development, implementation and maintenance of an integrated and coordinated system of community based child welfare support services. The Coordinators continue the work of the Child Welfare Planning group by implementing identified programs and developing service standards. Program development involves facilitating community planning processes and researching best practices. Coordinators also participate in the development and delivery of mandated reporter trainings for Health Department employees. The Coordinators are working to develop a Child Welfare Support Services Network. They participate in community planning and ongoing meetings pertaining to issues of child welfare. Additionally, Coordinators provide technical assistance to service contractors (identified in the next section) and are responsible for contract monitoring and various administrative duties.

### Contracted Services

Relief Nursery- The Family Nursery, operated by Volunteers of America since 1992, is an early intervention and prevention program for families, with children ages 6-weeks to 5-years old, at risk of or who have experienced child maltreatment (abuse and neglect). The expanded service model (effective 7/1/99) includes the following services:

- Early Childhood Relief Nursery
- Intensive Parent Training
- Home Visiting Services (for families on the waiting list)
- Crisis Respite
- Referral Management

The services provided by the program involve a partnership between Multnomah County Health Department Field Services, Volunteers of America (the service contractor) and State Office of Services to Children and Families (a funding partner). As part of the newly expanded model, Multnomah County Health Department will provide family outreach and collaboration with Volunteers of America Family Nursery Staff.

Community Safety Net- Family and Community Alliance, operated by Tualatin Valley Centers, is part of the Services to Children and Families Hotline response system (referrals are received directly from the Hotline) and is designed to link families with the necessary services-to defuse crisis situations, enhance family functioning, and maintain children safely in their homes.

Services began in November 1997. The service model has evolved through a process of community planning, formative evaluation (including parent and staff feedback), recommendations from the Advisory Council and input from the service provider.

Services include:

- Outreach and Assessment
- Development of Family Action Plans in Partnership with Parents
- Linkage to Existing Services, Support Groups and Natural Support Networks
- Self-Advocacy Skill Building
- Crisis Management
- Flexible Funds

The services provided are the result of a partnership between Tualatin Valley Centers, the State Office of Services to Children and Families, and Adult and Family Services. Additionally, services for families are accessed through coordinated and collaborative efforts with many community service providers.

The development of the Family Advocate model is the first step in building a Community Safety Net. Presently, the Advisory Council is reviewing its role and defining future direction. The intent is to take the next step in creating a broad-based Community Safety Net. The Advisory Council will review Hotline information to determine where gaps in services exist for the families who are "screened out". From this information, a plan will be developed to identify the area of focus for the next phase of Community Safety Net development.

Child Abuse Community Education Program- Kids Can, operated by Community Advocates since 1984, provides child abuse prevention education services to preschool and elementary school children. Children learn they have the right to be safe, strong and free, and they discover skills and strategies to protect those rights.

Community Advocates also work with parents, caregivers and educators in an effort to expand the awareness of child abuse and neglect and an understanding of risk indicators and to provide families with the skills to prevent and address issues of child abuse and neglect.

Services include:

- Classroom Presentations
- Parent and Caregiver Group Sessions
- Training Workshops
- Referral and Follow-up

**For additional information, contact Lisa Hansell at 248-3406 x 28893 or Katherine Jansen-Byrkit at 248-3406 x 26592.**

# FAMILY AND COMMUNITY ALLIANCE

*A voluntary, early intervention program designed to improve the well-being of vulnerable children and their families.*

## **Guiding Principles:**

- Supporting families is seen as the best way of promoting children's healthy development.
- Services are focused on the family as a whole; family strengths are identified, enhanced and respected. Service providers work with families as partners in identifying and meeting individual family needs.
- Services are accessible and are delivered in a manner that respects cultural and community differences.
- Services are flexible and respond to real family needs. Linkages to a wide variety of supports and services are generally crucial to meeting families' and children's needs.
- Services are community-based and involve community organizations and residents (including parents) in their design and delivery.
- Services are intensive enough to meet family needs and keep children safe.

**Goal:** Reduce child abuse and neglect

**Strategies:** Increase family stability and resiliency  
Promote connections among families, community supports and agencies

**Target Population:** Families with children ages 0-17 who are not served by the branch offices of Services to Children and Families (SCF), but for whom there are concerns of potential abuse or neglect. These may be families with unfounded or unable to determine abuse reports where concerns remain. These may also include families with founded abuse reports which are opened and closed at the Hotline. They may be children or families who have not crossed the endangerment threshold but are at risk. SCF shall make referrals to Family and Community Alliance (FCA) deemed appropriate for community outreach.

## **Key Components:**

1. Referrals from SCF Hotline
2. Advisory Council
3. Family Advocate Services (90-120 days)
  - a) Outreach and Assessment
  - b) Family Plan of Action
  - c) Linkage to Existing Services, Support Groups and Natural Support Networks
  - d) Follow-up
  - e) Crisis Management
  - f) Closure
4. Flexible Funds
5. Community Outreach and Collaboration
6. Parent Involvement in Program Design and Governance

July 1998

***For more information, contact Lisa Hansell at 248-3406 x28893***

Inputs	Outputs	Outcomes	Performance Measures
<ol style="list-style-type: none"> <li>1. Family Preservation and Support Funds- \$213,000</li> <li>2. CBFRS Funds- \$10,000</li> <li>3. SCF- Referrals to FCA</li> <li>4. FCA- 4.5 FTE + interns + management and clerical support</li> <li>5. Health Department- Systems Coordinator</li> <li>6. Advisory Council- guidance in program development and overcoming barriers</li> <li>7. Families- participants provide feedback and guidance in structuring services to better meet the needs of families</li> <li>8. Caring Communities- partnerships are established in each caring community in an effort to integrate service delivery <ul style="list-style-type: none"> <li>• AFS</li> <li>• Schools</li> <li>• Family Centers</li> <li>• Family Resource Centers</li> <li>• Touchstone</li> <li>• Health Department</li> <li>• Youth Investment</li> <li>• Housing Authority</li> <li>• PAL</li> <li>• Juvenile and Adult Corrections</li> <li>• Others</li> </ul> </li> <li>9. Referrals- to community services/supports</li> <li>10. State DHR- state level steering committee</li> </ol>	<ol style="list-style-type: none"> <li>1. Families are identified in the community.</li> <li>2. Reports made to SCF when a concern about abuse or neglect exists.</li> <li>3. SCF refers "screened out" families to FCA.</li> <li>4. SCF sends letters to families, notifying them they will be contacted by FCA.</li> <li>5. FCA reviews information provided by SCF and identifies (to the extent possible) agencies already involved.</li> <li>6. FCA provides outreach to families, primarily via phone, mail and drop-in visits.</li> <li>7. For interested families, FCA <ol style="list-style-type: none"> <li>a) Works with families to assess needs</li> <li>b) Further assesses agencies to which families are already connected</li> <li>c) Explains integrated service delivery</li> <li>d) Coordinates services with existing service providers</li> <li>e) Develops family action plans in partnership with families</li> <li>f) Makes referrals for services/suggestions for support</li> <li>g) Provides follow-up on referrals made</li> <li>h) Teaches self-advocacy skills; time-limited and focused on accessing needed services</li> </ol> </li> <li>8. Advisory Council guidance in model and Systems development</li> <li>9. Coordination, cooperation and collaboration with service providers</li> <li>10. Monitoring and evaluation</li> <li>11. Continual fine-tuning of service delivery model to better meet the needs of children and families</li> <li>12. Feedback to SCF regarding Outcome of referrals made to FCA</li> </ol>	<ol style="list-style-type: none"> <li>1. Increase the percentage of target families who enroll/use/participate in community supports.</li> <li>2. Increase the percentage of community members, parents and agencies who engage in shared leadership for the development, planning, operation and evaluation of the safety net.</li> <li>3. Increase the number of links TVC has to other agencies.</li> </ol>	<ol style="list-style-type: none"> <li>1. # Referrals to FCA; # of Families accepting services; # of families declining services</li> <li>2. Linkage <ul style="list-style-type: none"> <li>• # Referrals made to community services</li> <li>• # of linkages families make (community services and natural support linkages)</li> </ul> </li> <li>3. Results of family satisfaction surveys</li> <li>4. Supplemental (pre) data as compared to exit (post) data</li> <li>5. Linkage agreements with service partners</li> <li>6. Satisfaction of other service providers</li> <li>7. Advisory Council membership</li> <li>8. # of re-referrals to the Hotline <ul style="list-style-type: none"> <li>• Positive</li> <li>• Negative</li> </ul> </li> </ol>

MEETING DATE: SEP 23 1999  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Lease Agreement for Continuation of Operation of Pacific University  
**SUBJECT:** Optometry Clinic at the Multnomah County S.E. Health Clinic

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

**REGULAR MEETING:** DATE REQUESTED: september 23, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Facilities and Property Management

**CONTACT:** Jennifer de Haro **TELEPHONE #:** 736-6094  
**BLDG/ROOM #:** 421/3rd

**PERSON(S) MAKING PRESENTATION:** Jennifer de Haro

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Approval of Lease Agreement for Continuation of Operation of Pacific University Optometry Clinic at the Multnomah County S.E. Health Clinic

9/24/99 ORIGINALS TO JENNIFER DE HARO

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
(OR)  
**DEPARTMENT MANAGER:** Lois Nicholas

99 SEP 15 AM 10:45  
MULTNOMAH COUNTY  
OREGON  
COUNTY ADMINISTRATOR'S  
OFFICE

**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: Jennifer de Haro, Property Management Specialist  
DATE: September 14, 1999  
RE: Lease Agreement for Pacific University Optometry Clinic

1. Recommendation /Action Required:  
Approve the lease agreement.

2. Background/Action Requested:

The Pacific University Optometry Clinic has been located in the Multnomah County S.E. Health Clinic since October 1994. It provides a service that is needed by Multnomah County Southeast Portland residents, and clients of the S.E. Health Clinic. Approval of the lease will enable the Optometry Clinic to continue to provide these services, and support the mission of County Health Services.

3. Financial Impact:

Lease payments are calculated according to building costs, and will have no negative financial impact on the county.

4. Legal Issues:  
None known.

5. Controversial Issues:  
None known.

6. Link to Current County Policies:  
Fulfills County policy of providing a variety of medical services to the public.

7. Citizen Participation:  
None known.

8. Other Government Participation:  
None known.



# 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 August 27, 1999

Division Requesting Lease Health Services

Contact Person Dwayne Prather Phone 248-3674

Lessor Name Multnomah County

Mailing Address 2505 SE 11th Ave.

Portland, OR 97202

Phone 248-3322

Lessee name Pacific Univ. - Optometry Sch.

Mailing Address 2043 College Way

Forest Grove, OR 97116

Phone 359-2951 Paul Raab

Address of 3653 SE 34th Ave.

Lease Property Portland

Purpose of Lease Optometric Clinic

operated by Pacific Univ.

Effective Date July 1, 1999

Termination Date June 3, 2004

Total Amount of Agreement \$ 152,220.00 \*

Payment Terms

Annual \$ \_\_\_\_\_  Monthly \$ 2,537.00

Other \$ \_\_\_\_\_

\*this amount does not include yearly adjustment made in June

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650				4612		

**REQUIRED SIGNATURES:**

Department Head *Lawrence Nicholas* Date 9/12/99

County Counsel *Robert Oberst* Date 9/15/99

Property Management *Robert Oberst* Date 8-27-99

County Executive/Sheriff *Robert Oberst* Date 9/23/99

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
	301405-1										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-188

Authorizing Execution of Lease Agreement for Certain Real Property at 3653 S.E. 34<sup>th</sup> Ave., for operation of Pacific University Optometry Clinic in the Multnomah County S.E. Health Clinic.

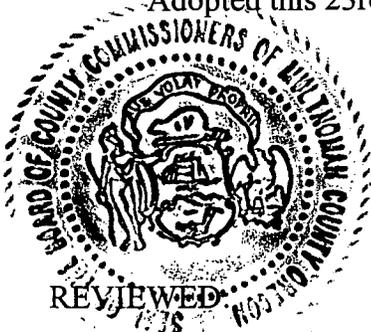
The Multnomah County Board of Commissioners Finds:

- a) The Pacific University Optometry Clinic provides resources to clients in the Southeast Portland area and immediately surrounding areas.
- b) The existing space has been the location of the Pacific University Optometry Clinic, since October 1994, when the clinic began its operations as part of the county's S.E. Health Clinic, providing access to eye care not available through county services.
- c) The existing space has been identified as adequate to continue providing Pacific University Optometry services through June 30, 2004.
- d) The premises described in the attached Lease Agreement before the Board this date are those leased for the past five years, and are available to Pacific University at a rate calculated according to Facilities and Property Management budget for the building.
- e) It appears that the lease of the premises described in the Lease Agreement before the Board this date will benefit Multnomah County.

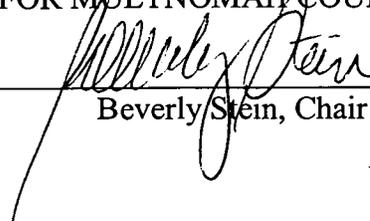
The Multnomah County Board of Commissioners Resolves:

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 23rd day of September, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between MULTNOMAH COUNTY, OREGON, hereinafter referred to as Lessor, and PACIFIC UNIVERSITY, hereinafter referred to as Lessee.

WITNESSETH: Lessor owns a building and other improvements on that certain real property situated in the City of Portland, County of Multnomah and State of Oregon. Lessor hereby leases to Lessee and Lessee rents from Lessor upon the terms, conditions and covenants hereinafter set forth, the premises described in Exhibit "A" which are a part of said building.

1. Term: The term of the lease shall commence July 1, 1999 and shall continue through June 30, 2004.
2. Rental: Lessee shall pay to Lessor the monthly rental provided herein in advance on or before the first day of each month during the term of this lease. Monthly rental for the period July, 1999 through June 30, 2000 shall be \$2,537.00; monthly rental for the period July 1, 2000 through June 30, 2004 shall be in amounts calculated annually by multiplying 1,894 square feet by the monthly rate per square foot established for the space by Multnomah County Facilities and Property Management Division for County departmental budgeting for the building in which the premises are located, and shall not exceed 3% annually.
3. Acceptance of Premises: Lessee shall accept the premises "as is".
4. Use of Premises: The Premises shall be used for provision of optometric services and related uses, and for no other purpose without Lessor's written consent, which consent shall not be unreasonably withheld. In connection with the use of the Premises, Lessee shall:
  - (a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, unless such failure is due to Lessor's default in the performance of the agreements hereof to be kept and performed by Lessor.
  - (b) Refrain from any activity which would be reasonably offensive to Lessor, to other lessees in the building in which the leased Premises are situated, or owners or users of the adjoining premises, or which would tend to create a nuisance or damage the reputation of the leased Premises or said building. Without limiting the generality of the forgoing, Lessee shall not permit any objectionable noise or odor to escape or be emitted from the Premises.

- (c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor.
  - (d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor need not consent to any sign which fails to conform to the general design concept of the building as established by Lessor. Notwithstanding Lessor's consent to any signs, Lessee shall remove all such signs upon termination of the lease and repair any damage to the Premises caused thereby at Lessee's own cost and expense.
  - (e) Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing including those contained within the Memorandum of Understanding attached hereto.
  - (f) Refrain from any activity which would make it impossible to insure the Premises against casualty or which would increase the insurance rate of the building or prevent Lessor from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the lease Premises are situated or its successors allowing Lessor to obtain reduced premium rates for long term fire insurance policies, unless Lessee pays the additional cost of the insurance for the building.
  - (g) Not commit or suffer any strip or waste of the leased Premises or the improvements thereon or any part thereof.
5. Alterations: Lessee shall make no improvements or alterations on the leased Premises of any kind without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Prior to the commencement of any work by the Lessee, Lessee shall first submit its plans and specifications to Lessor for Lessor's consent. All work performed by the Lessee shall be done in strict compliance with all applicable building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations and ordinances, and Lessee shall secure all necessary permits for the same. Lessee shall keep the Premises free from all liens in connection with any such work. All work performed by the Lessee shall be carried forward expeditiously and completed within a reasonable time. Lessor or Lessor's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the leased Premises by either Lessor or Lessee shall be the property of Lessor when installed, except for Lessee's trade fixtures, and may not be removed at the expiration of this lease unless the applicable Lessor's consent specifically provides otherwise. Notwithstanding Lessor's consent to improvement or alterations by Lessee, all such improvement, alterations or other

work to be performed by Lessee shall be at the sole cost and expense of Lessee. Tenant improvements as agreed upon by the parties may be performed by Lessor, but shall bear the sole cost and expense of Lessee.

6. Repairs and Maintenance:

(a) The following shall be the responsibility of the Lessor:

- (i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects.
- (ii) Repair and maintenance of the exterior wall, roof, gutters, downspouts and foundation of the building in which the leased premises are located.
- (iii) Repair of interior wall, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Lessor to keep the structure in repair as above provided in this Subparagraph (a).
- (iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any, and light bulb replacement, general maintenance of doors and other built-in fixtures. Access for emergency services will be through the Facilities Management Office at 248-3322.

(b) The following shall be the responsibility of the Lessee:

- (i) Any interior decorating.
- (ii) Any repairs necessitated by the negligence of Lessee, its agents, employees and invitees.
- (iii) Maintenance of the Premises interior, including repair of the interior walls and floor coverings.
- (iv) Any repairs or alterations required under Lessee's obligations to comply with the laws and regulations as set forth in Paragraph 4 (a) above.

(c) Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of the Lessor to make repairs as outlined above in any area in Lessee's possession and control shall not mature until a reasonable time after the Lessor has received from Lessee written notice of the necessity or repairs, except in the event emergency repairs may be required and in such event

Lessee shall attempt to give Lessor appropriate notice considering the circumstances.

- (d) Any repairs, replacements, alterations or other work performed on or around the leased Premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Lessee. Lessee shall have no right to an abatement of rental nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's performance of repairs and maintenance pursuant to this Paragraph 6.
  - (e) Lessor will furnish heat, electricity, elevator service and air conditioning during the normal building hours of 8:00 AM to 5:00 PM, Monday through Friday except holidays. Janitorial service will be provided in accordance with the regular schedule of the building, which may change from time to time. Lessee 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 Lessee's use and possession of the Premises, render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease, but Lessor 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.
7. Liens: Lessee shall keep the Premises free from all liens, including mechanics' liens arising from any act or omission of Lessee or those claiming under Lessee.
8. Indemnity of Lessor – Insurance: Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, attorney's fee, causes of action, suits, claims or judgements arising from injury to person or damage or property arising out of or connected with the use, occupancy, management or control of leased Premises excepting only the sole negligence of Lessor. Lessee shall, at its own cost and expense, defend any and all suits which may be brought against the Lessor either alone or in conjunction with others upon any such above-mentioned cause or claim, and shall satisfy, pay and discharge any and all judgements that may be recovered against the Lessor in any such action or actions in which the Lessor may be a party defendant.
9. Waiver of Subrogation: Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, including sprinkler leakage insurance, if any, if such insurance was obtainable at the time of such loss or damage. All claims or rights of recovery for any and all such loss or damage, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability shall exist whether or not such loss or damage is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees.

10. Injury to Lessee's Property: Lessor shall not be liable for any injury to the goods, stock, merchandise or any other property of Lessee or to any person in or upon the leased Premises resulting from fire or collapse of the building in which the leased Premises are located or any portion thereof or any other cause, including but not limited to damage by water, gas or steam, or by reason of any electrical apparatus in or about the leased Premises.
11. Damage or Destruction:
- (a) If the leased Premises shall be partially damaged by fire or other cause, and Subparagraph (b) below does not apply, the damages to the Premises shall be repaired by Lessor and the rent until such repair shall be made shall be apportioned according to the part of the leased Premises which is useable by Lessee except when such damage occurs because of the fault of Lessee. The repairs shall be accomplished with all reasonable dispatch, Lessor shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage and the damage was the result of the fault of the Lessee, in which event the Lessee shall bear the expense of the repairs.
- (b) If the building or the leased Premises are 50% or more destroyed during the term of this lease for any cause, Lessor may elect to terminate the lease as of the date of damage or destruction by notice given to Lessee in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Lessor shall proceed to restore the leased Premises to substantially the same form as prior to the damage or destruction, so as to provide Lessee useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Lessor. Rent shall be abated from the date of damage, unless the damage occurred because of the fault of Lessee. Lessor shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of the Lessee, in which event the Lessee shall bear the expense of the repairs.
12. Default: The following shall be the events of default:
- (a) Failure of Lessee to pay any rental or other charge required hereunder within ten (10) days after it is due.

- (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of this lease (other than the payment of rental or other charges), within ten (10) days after such written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Lessee begins correction of the default within the (10) day period, and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
  - (c) The abandonment of the premises by Lessee or the failure of Lessee for fifteen (15) days or more to occupy the property for one or more of the designated purposes of this lease unless such failure is excused under other provisions of this lease.
  - (d) The bankruptcy or insolvency of the Lessee or the occurrence of other acts specified in paragraph 17 of this lease which give Lessor the option to terminate.
13. Remedies of Default: In the event of a default, Lessor, may at Lessor's option, exercise any one or more of the rights and remedies available to a landlord in the state in which the leased Premises are located to redress such default, consecutively or concurrently, including the following:
- (a) Lessor may elect to terminate Lessee's right to possession of the leased Premises or any portion thereof by written notice to Lessee. Following such notice, Lessor may re-enter, take possession of the leased Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Lessor shall have the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Lessor under this lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise provided by law.
  - (b) Following the re-entry by Lessor, Lessor may relet the leased Premises for a term longer or shorter than the term of this lease and upon any reasonable terms, including the granting of rent concessions to the new tenant. Lessor may alter, refurbish or otherwise change the character or use of the leased Premises in connection with such reletting. Lessor shall not be required to relet for any use or purpose which Lessor may reasonably consider objectionable. No such reletting by Lessor following a default by Lessee shall be construed as an acceptance of the surrender of the leased Premises. If rent received upon such reletting exceeds the rent received under this lease, Lessee shall have no claim to the excess.
  - (c) Following the re-entry Lessor shall have the right to recover from Lessee the following damages:

- (i) All unpaid rent or other charges for the period prior to re-entry plus interest of 10% per annum.
  - (ii) An amount equal to the rent lost during any period during which the leased Premises is not relet, if Lessor takes reasonable efforts to relet the leased Premises.
  - (iii) All costs incurred in reletting or attempting to relet the leased Premises, including but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correcting any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.
  - (iv) The difference between the rent reserved under this lease and the amount actually received by Lessor after reletting, as such amounts accrue.
  - (v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.
- (d) Lessor may sue periodically to recover damages as they accrue throughout the term of this lease and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Lessor may obtain a decree of specific performance requiring Lessee to pay the damages stated in Subparagraph 6 above as they accrue. Alternatively, Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the leased Premises for the remainder of the term, discounted to the time of the judgement at the rate of 6% per annum.
- (e) In the event that Lessee remains in possession following default and Lessor does not elect to re-enter, Lessor may recover all back rent or other charges, and shall have the right to cure any nonmonetary default, whether or not litigation is commenced. Lessor may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.
- (f) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.

14. Surrender at Expiration:

- (a) Condition of premises. Upon expiration of the lease term or earlier termination, Lessee shall deliver all keys to the Lessor and surrender the

leased Premises in the condition in which Lessee received possession hereunder, ordinary wear excepted, and broom clean. Improvements and alterations constructed by Lessee shall not be removed or restored to the original condition unless the terms of Lessor's consent provides other wise or unless Lessor requests Lessee to remove such improvement or alterations, in which event Lessee shall remove the same and restore the leased Premises. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Lessee is responsible shall be completed to the latest practical date prior to such surrender. Lessee's obligations under this paragraph shall be subject to the provisions of Paragraph 11 relating to damage or destruction.

(b) Fixtures

(i) All fixtures placed upon the leased Premises during the term other than Lessee's trade fixtures, shall, at Lessor's option, become the property of the Lessor. Movable furniture, decoration, floor covering other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishing and trade fixtures shall remain the property of Lessee if placed on the leased premises by Lessee.

(ii) If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at 12% per annum from the date of expenditure. Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of Lessee. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within 20 days after removal was required. Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public or private storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at 12% per annum on all such expenses from the date of expenditure by Lessor.

(iii) The time for removal of any property or fixtures which Lessee is required to remove from the leased Premises upon termination shall be as follows:

(1) On or before the date the lease terminates because of expiration of the term or because of a default under paragraphs 15 and 16.

(2) Within 30 days after notice from Lessor requiring such removal

where the property to be removed is a fixture which Lessee is not required to remove except after such date would fall after the date on which Lessee would be required to remove other property.

- (c) Holdover
- (i) If Lessee does not vacate the leased Premises at the time required. Lessor shall have the option to treat Lessee as a tenant from month-to-month, subject to all of the provisions of this lease except the provision for the term of the lease. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this lease shall constitute a failure to vacate to which this subparagraph (c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.
  - (ii) If a month-to-month tenancy results from a holdover by Lessee under the Subparagraph (c), the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 10 days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.
15. Assignment and Subletting: Lessee shall not assign this lease or sublet all or any part or the Premises without the written consent of Lessor, which consent will not be unreasonably withheld. Without limiting the generality of this foregoing, it shall not be unreasonable for Lessor to withhold its consent if the proposed assignee or sublessee is not an experienced operator of the type of business to be operated on the Premises. If Lessee is a corporation or a partnership, the transfer, assignment or change in the ownership of any stock or partnership interest in the aggregate in excess of 33% shall be deemed an assignment within the meaning of this paragraph. Lessee shall remain primarily liable, after any assignment or sublease for the payment of the rental and the performance of all of Lessee's obligations under this lease, notwithstanding such assignment or subletting by Lessee.
16. Inspection: Lessor, Lessor's agents and representatives, shall have the right to enter upon the leased Premises at reasonable times for the purpose of inspecting the same, for the purposes of making repairs or improvements to the leased Premises or the building in which the leased Premises are located or for any other lawful purpose.
17. Nonwaiver: The acceptance by Lessor of any rental or other benefits under this lease shall not constitute a waiver of any default. Any waiver by Lessor of the strict performance of any of the provisions of this lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character,

occurring either before or subsequent to such waiver, and shall not prejudice Lessor's right to require strict performance of the same provision in the future or of any other provision of this lease.

18. Attorney's Fees: If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the trial court may adjudge reasonable as attorney fees, and in the event any appeal is taken from any judgement or decree in such suit or action, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs arising from such litigation and appeal.
19. Notices: Any notice required or permitted under this lease shall be in writing and shall be given when actually delivered or when deposited in the United States mail as certified or registered mail addressed as follows:

To Lessor: Multnomah County Property Management  
2505 SE 11<sup>th</sup> Ave.  
Portland, OR 97202

To Lessee: Executive Director of Clinical Programs and Finance  
  
Pacific University  
College of Optometry  
2043 College Way  
Forest Grove, Oregon 97116

or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

20. Succession: Subject to the above stated limitations on the assignment or transfer of Lessee's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
21. Cumulative Rights: No remedy herein conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative.
22. Interpretation: In interpreting or construing this lease, it is understood that Lessee may be more than one person, that if the context so requires, the singular pronoun

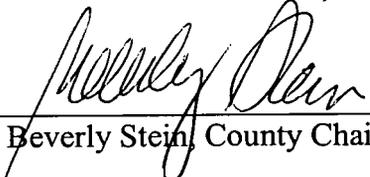
shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. Paragraph headings are for convenience and shall not affect any of the provisions of this lease.

23. Exhibits and Additional Provisions: Exhibit "A" which is referred to in this lease is attached hereto and by this reference incorporated herein.
24. Hazardous Substance: Hazardous substance means any pollutant, contaminant, toxic or hazardous waste dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal regulations ordinances, statutes or laws now or at any time hereafter in effect.
- (a) The tenant shall not use in any way, or permit or suffer the use of the Property or the Site or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein, unless it has received the prior written consent of the Landlord, which may be unreasonably withheld.
- (b) Any substance which the Landlord permits the tenant to treat, store, transfer, or dispose of must be done in strict compliance with any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.
- (c) Lessee shall be solely responsible for and will defend, indemnify and hold Lessor its agents, and employees harmless from and against any claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property which may result from Lessee's use or bringing of Hazardous Substances upon the Site or the Property.

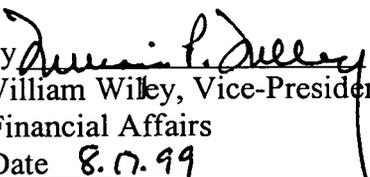
24. Parking. Parking arrangements shall be coordinated through negotiations with the Southeast Health Center Management.

In Witness Whereof, Lessor and Lessee have executed this Lease in duplicate the day and year first herein written.

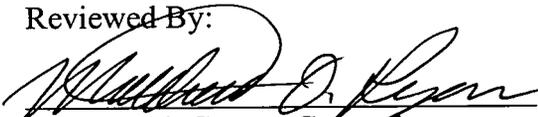
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, County Chair  
Date 9/23/99

PACIFIC UNIVERSITY

By   
William Willey, Vice-President,  
Financial Affairs  
Date 8.17.99

Reviewed By:

  
Multnomah County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 9/23/99  
DEB BOGSTAD  
BOARD CLERK

## EXHIBIT A

### LEGAL DESCRIPTION

Tax Lot 1 of Lots 9 through 15, Lancelot, in City of Portland, County of Multnomah and State of Oregon.

### PREMISES

Approximately 1,894 rentable square feet of space in the Multnomah County Clinic at 3653 SE 34<sup>th</sup> Avenue, Portland, Oregon.

MEETING DATE: SEP 23 1999  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Memorandum of Understanding (MOU) with Portland Public School District relating to the use and occupancy by Multnomah County of space at the Blanchard Building

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

REGULAR MEETING: DATE REQUESTED: September 23, 1999  
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Non-departmental DIVISION: Commissioner Diane Linn

CONTACT: Commissioner Linn TELEPHONE #: 248-5220  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Larry Nicholas, Pam Brown, Bruce Sampson

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Memorandum of Understanding (MOU) with Portland Public School District relating to the use and occupancy by Multnomah County of space at the Blanchard Building

9/24/99 ORIGINAL MOU'S & COPIES OF  
ALL TO CO LINN. COPIES TO LARRY NICHOLAS.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M J  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

SEP 15 AM 11:53  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



## Diane Linn, Multnomah County Commissioner

DISTRICT ONE

# SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Office of Commissioner Linn

DATE: September 14, 1999

RE: Memorandum of Understanding with the Portland Public School District relating to the use and occupancy of space at the Blanchard Educational Service Center.

1. Recommendation/Action Requested:  
Approval of the Resolution and MOU.

2. Background/Analysis:

Commissioner Linn was appointed by Superintendent Canada to a Subcommittee of the School Audit Implementation Committee, whose charge it was to examine the potential for more efficient use of District buildings, including the possibility of closures of those schools with underutilized space

The Subcommittee recommended that the District aggressively pursue with its local government partners opportunities for shared-space arrangements as well as co-located government services and programs.

Portland Public Schools District One, has space available in the Blanchard Educational Service Center resulting from a reconfiguration of its facilities.



This is a mutually beneficial collaboration as Multnomah County currently occupies space in other buildings that could be more efficiently combined in the available space at the Blanchard Educational Service Center. The deal would enable the sale of the formerly occupied county property.

Multnomah County and the Portland School District are partners in multiple initiatives focused on success for school-age children and the creation of neighborhood assets housed in community school settings.

Through an intergovernmental agreement, Multnomah County is positioned to acquire needed space from the District and, in so doing, provide immediate financial assistance to promote District's goals and the County's benchmarks for the 1999-2000 school year.

3. Financial Impact:

Acquisition costs are described in the MOU at \$3.5 million. Financing is planned through the use of certificates of participation that will include an additional estimated \$2.1 million in tenant improvements.

4. Legal Issues:

The MOU is legally non-binding but anticipates legal commitments through Intergovernmental Agreements and authorization of the issuance of the certificates of participation. The details will be determined and presented before the board for their approval at a later date.

5. Controversial Issues:

None identified.

6. Link to Current County Policies:

The County makes more efficient use of space and assists its partner, Portland Public schools, in maintaining stable funding for the upcoming school year. By creating a stable base of funding for Portland Public Schools, we also forward the county's strategic benchmark of increasing student success.

7. Citizen Participation:  
Both the Board of County Commissioners and the Portland School Board will hold hearings on the eventual Inter-governmental Agreement. In addition, the MOU is in response to recommendations made by a citizen audit committee urging Portland Public Schools to pursue lease/sale of underutilized property.
  
8. Other Government Participation:  
The MOU is between the County and Portland Public School District 1.

## BOGSTAD Deborah L

---

**From:** THOMAS John S  
**Sent:** Tuesday, September 21, 1999 2:15 PM  
**To:** NICHOLAS Larry F  
**Cc:** BOGSTAD Deborah L  
**Subject:** MEMORANDUM OF UNDERSTANDING

*didn't  
come to us!*

Here is the latest version of the MOU with some of Pam Brown's suggested changes. While she noted changes for typographical errors, I didn't find any. I made the following changes to her form.

1. I used the term "BESC" to refer to the building rather than repeat the term over and over with the initials behind it.
2. I changed the name of the district above the signature line to conform with the change she made in the introductory paragraph
3. I declined to insert the term and/or in the first line of paragraph 2. The occupancy will either be perpetual (with no end to the term) or long term (with some defined end to the term); it will not be both.

Other than getting the name of the district right, none of the changes she proposed or, for that matter the changes outlined above is of any significance to the substance of the deal. Can the district exchange these documents electronically?

I am copying this version to Deb Bogstad to substitute for the version she has on hand. Unless I hear from you otherwise, this is what we will send to the board.



**MEMORANDUM OF UNDERSTANDING**

This is a memorandum setting forth the general terms of an agreement to be negotiated by and between Multnomah County ("County") and Portland School District No. 1J ("District").

This memorandum will provide the basis for an agreement between the parties for the use and occupancy of a part of District's Blanchard Building by County and for County to maintain District's motor vehicle fleet. This memorandum is intended to provide an outline for future negotiations and shall not be legally binding on either party.

The agreement will provide for the following:

1. County will pay to District the sum of \$3,500,000.
2. District will permit the county perpetual or long term occupancy of approximately 41,600 square feet in the Blanchard building and 6500 square feet of fleet shop and garage together with additional area for a fleet repair staging area, south loading docks, gasoline fuel pumps and for employee and fleet parking, to be used for County administrative offices, shop uses and other municipal functions. County will be responsible for construction of County improvements in the County occupied portion of the building. The parties will agree on the areas to be occupied by County and the terms and conditions of the occupation, including how the sum to be paid will be allocated to the present and future rights and obligations of the County.
3. County and District will negotiate the terms for County to manage and maintain the District's motor vehicle fleet. As a part of this agreement, the parties will agree on the billing rate system and rates to be paid to County by District for maintenance service and, after appropriate consultation with the affected unions, the terms of transfer of District employees to County.
4. District will transfer to County the shop equipment and parts inventory used for maintenance of District motor vehicles which are owned by District and located at the Blanchard Building. The transfer shall be allocated within the sum to be paid to District by County at the agreed value of the parts inventory and at the fair market value of the shop equipment in place for continued use.

Portland School District No. 1J

Multnomah County

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

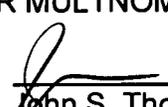
Date: \_\_\_\_\_

Approved as to form:

Reviewed:

\_\_\_\_\_  
Bruce B. Samson

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By:   
John S. Thomas  
Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-189

Approving a Memorandum of Understanding (MOU) with Portland Public School District relating to the use and occupancy by Multnomah County of space at the Blanchard Educational Service Center.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County currently occupies space in other buildings that could be more efficiently combined in the available space at the Blanchard Education Service Center, enabling the sale of some formerly occupied county property.
- b) Multnomah County and the Portland School District are partners in multiple initiatives focused on success for school-age children and the creation of neighborhood assets housed in community school settings.
- c) Negotiations between the county and school district representatives have occurred over a several month period. The MOU is the outcome of these negotiations, which will lead to the Intergovernmental Agreement as the final document incorporating all details of the exchange.
- d) Through an intergovernmental agreement, Multnomah County is positioned to acquire needed space from the District and, in so doing, provide immediate financial assistance to promote the District's and the County's goals for the 1999-2000 school year.

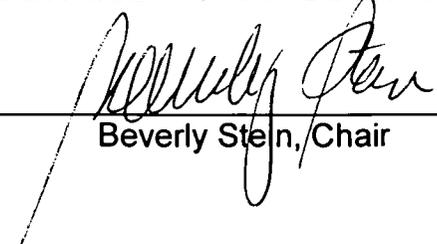
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the Memorandum of Understanding (MOU) attached as Exhibit A and authorizes the Chair to execute the MOU.

Adopted this 23rd day of September, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
\_\_\_\_\_  
John Thomas, Assistant County Counsel

## MEMORANDUM OF UNDERSTANDING

This is a memorandum setting forth the general terms of an agreement to be negotiated by and between Multnomah County ("County") and School District No. 1J ("District").

This memorandum will provide the basis for an agreement between the parties for the use and occupancy of a part of District's Blanchard Education Service Center ("BESC") 501 N. Dixon, Portland, Oregon 97227 by County and for County to maintain District's motor vehicle fleet. This memorandum is intended to provide an outline for future negotiations and shall not be legally binding on either party.

The agreement will provide for the following:

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School District No. 1J

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

Title: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Bruce B. Samson  
General Counsel

Multnomah County

by: Beverly Stein

Title: Beverly Stein, County Chair

Date: September 23, 1999

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By: John S. Thomas  
John S. Thomas  
Assistant County Counsel



# PORTLAND PUBLIC SCHOOLS

501 North Dixon Street • Portland, Oregon 97227  
Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107  
Telephone: (503) 916-2000 • FAX: (503) 916-2724

## BUDGET / DEPUTY CLERK SERVICES

September 29, 1999

Multnomah County  
Diane Linn, Commissioner  
1120 SW 5<sup>th</sup> Avenue, Suite 1500  
Portland OR 97204

Dear Ms. Linn:

Enclosed is the fully executed Memorandum of Understanding between Multnomah County and Portland School District No. 1, Multnomah County, Oregon for the use and occupancy by the County of part of the Blanchard Education Service Center.

This agreement appeared before our Board of Directors September 27, 1999, Board Action #0519.

If you have any questions concerning this agreement please contact Bruce Samson, General Counsel.

Sincerely,

Sharon R. Graham  
Deputy Clerk Services  
School District No. 1,  
Multnomah County, Oregon

SRG  
Enclosure

c Bruce Samson

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-189

Approving a Memorandum of Understanding (MOU) with Portland Public School District relating to the use and occupancy by Multnomah County of space at the Blanchard Educational Service Center.

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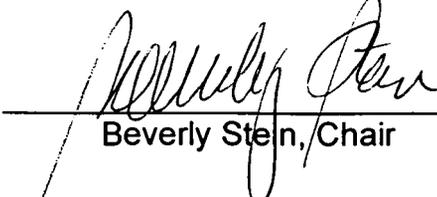
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the Memorandum of Understanding (MOU) attached as Exhibit A and authorizes the Chair to execute the MOU.

Adopted this 23rd day of September, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
\_\_\_\_\_  
John Thomas, Assistant County Counsel

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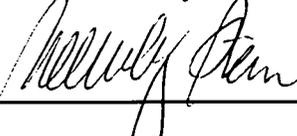
School District No. 1J

by: 

Title: Superintendent

Date: September 27, 1999

Multnomah County

by: 

Title: Beverly Stein, County Chair

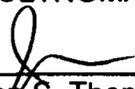
Date: September 23, 1999

Approved as to form:

  
Bruce B. Samson  
General Counsel

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By:   
John S. Thomas  
Assistant County Counsel

MEETING DATE: SEP 23 1999  
AGENDA NO: B-1  
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Court Work Group Briefing: Inverness Drug and Alcohol Program

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

REGULAR MEETING: Yes DATE REQUESTED: 9/23/99  
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Community Justice DIVISION: Adult Community Justice  
CONTACT: Ginger Martin TELEPHONE #: 736-6904  
BLDG/ROOM#: 161 / 600

PERSON(S) MAKING PRESENTATION: Judge Julie Frantz, Ginger Martin & Jackie Jamieson

#### ACTION REQUESTED

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

#### SUGGESTED AGENDA TITLE

Court Work Group Briefing: Inverness Drug and Alcohol Program

#### SIGNATURES REQUIRED

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

CLERK OF  
COUNTY COMMISSIONERS  
99 SEP - 9 PM 1:20  
MULTI-COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.**

Any questions? Please call the Board Clerk @ 248-3277



# **Multnomah County Sheriff's Office**

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

**DAN NOELLE**  
SHERIFF

(503) 255-3600

## **INVERNESS DRUG AND ALCOHOL BUDGET NOTES**

- A. How would the in-custody and outpatient treatment components of IDAP be provided? The Sheriff requested input from Community Justice on how to contract those services.**

It was determined that the best service delivery would come from in house, specifically from MCSO. Discussion between ACJ and MCSO resulted in an agreement that IJIP has established a quality program, is accepted by Corrections security staff and would establish the best continuum of current service practices. Neither group was aware of any specific outside contract vendors that could immediately step in and do the job.

- B. What is the most appropriate use of the Restitution Center? The Board and Sheriff would like to house offenders transitioning from alcohol and drug treatment. Also, they believe other offenders could benefit from these transitional services who currently may not be served.**

The criteria for offenders housed at the Restitution Center has been changed in the past few weeks to include offenders of a higher risk level, as suggested in Jim Carlson's report. It is still my intent to transition offenders from the IJIP.IDAP or InterChange programs through the Center, as appropriate.

- C. Is it legally possible or advisable from a treatment perspective to use IDAP for pre-adjudicated offenders?**

Yes, it is legally possible and has worked well in the IJIP program. Pre-adjudicated offenders often spend 3 to 3 ½ months in the IJIP program. Allowing these people to access treatment means that the time spent incarcerated pre-adjudication, may have some benefit to them. It is also more likely that the person could be ordered to community based treatment rather than additional jail at the time of sentencing. Person's who have been charged with a crime carrying a presumptive prison sentence would not be served in IJIP or IDAP since follow-through with treatment in the community is not or may not be a possibility for them. Offenders with holds from other jurisdictions may be served if the other jurisdiction is willing to drop the hold.

**D. Examine the roles, responsibilities and target populations for IJIP and IDAP to ensure appropriate use of both approaches.**

The role of the IJIP program is primarily one of assessment and treatment readiness. Through an alcohol and drug pre-screening process any male or female incarcerated at the Inverness Jail may enter into an IJIP dorm. Offenders in this program will stay no longer than 30 days. Offenders pre-adjudicated or sentenced for longer than 30 days would move to the IDAP dorm for more intensive treatment. Currently there are waiting lists to enter IJIP with total numbers that could be served by IDAP.

**E. How should sentences be structured to make the best treatment use of the time in IDAP and the transition time at MCRC?**

Offenders would not be sentenced differently to make the best use of IDAP. Offenders with any jail sentence would be eligible for IDAP if they needed A&D treatment and were not eligible for release to a community program in which to complete their sentence.

Transition time at MCRC would be most flexible and useful if it could be used on a voluntary basis rather than as a sanction. If this is possible, then offenders who need a structured setting upon release from IDAP or InterChange could access MCRC as a service (i.e. transitional housing). If this is not possible, then offenders completing jail sentences in IDAP could be moved to MCRC during the last 30 days of their sentence. Again, sentences should not be structured or changed because of the IDAP/MCRC continuum. Since the goal of IDAP is to motivate offenders to change and prepare them to be successful in community treatment, any length of sentence can be accommodated. **Jail sentences should not be lengthened to accommodate treatment.**

**F. Evaluation of IDAP and InterChange.**

Both MCSO and ACJ have been and will continue to work with Jim Carlson on an evaluation process for both programs.

**9-23-99 UNANIMOUS CONSENT ITEM**

*AT THE REQUEST OF CHAIR STEIN AND UPON  
MOTION OF COMMISSIONER , SECONDED BY  
COMMISSIONER , CONSIDERATION OF THE  
FOLLOWING ITEM WAS UNANIMOUSLY  
APPROVED.*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

UC-1 RESOLUTION Authorizing Execution of Amendment to an Existing Lease Agreement 301604-9 for the Operation of the District Attorney's Support Enforcement Division

# **SECURE ALCOHOL AND DRUG TREATMENT IN MULTNOMAH COUNTY**

## **Background**

When the Community Corrections Partnership Act (SB 1145) was enacted in 1995, Multnomah County began planning to manage those offenders who had been sent to prison for non-compliance with the conditions of their community supervision. Since most of these offenders failed on supervision due to alcohol and drug problems, an important part of the plan was to treat their addiction during the time they were being sanctioned. A second approach was to have treatment resources to intervene with offenders earlier, before the time when they would have been sent to prison or jail for failure on supervision.

The long term plan was to build 150 beds of secure treatment with state funds and 150 beds with county funds from general obligation bonds. The process of siting and building such a facility has been a lengthy one, and is not expected to be complete until the fall of 2002. In the meantime, Community Justice contracted with Marion County and Yamhill County to provide 49 beds of secure alcohol and drug treatment to the target group of offenders described above. In addition, Community Justice will open a pilot program in November of 1999 that will add 70 secure alcohol and drug treatment beds.

During 1999-2000 budget deliberations, the Sheriff proposed to provide secure treatment within the Multnomah County jail system rather than having the county contract those services outside the county. The Board made the decision to proceed.

Both the in-jail treatment program(s) and the secure treatment pilot program were designed as temporary measures until the permanent treatment facility was built. Funding to operate secure treatment is provided through a jail levy and by the state through the Department of Corrections.

# MULTNOMAH COUNTY SHERIFFS OFFICE DRUG AND ALCOHOL PROGRAMMING AT MCIJ

## GUIDING PRINCIPLES

- All drug and alcohol services will be designed to treat both addiction and criminality.
- The goal of programming is to begin the recovery process and to successfully refer the offender to complete the appropriate level of treatment in the community.
- The county must assure that adequate treatment capacity exists in the community.
- Treatment needs must be determined through a comprehensive, reliable, and cost-effective assessment and placement referral that supports clinical and correctional decision-making.
- Treatment services must be provided based upon matching identified needs with the appropriate level of service with special clinical, correctional, and cultural considerations.
- Treatment is culturally competent, recognizing the dynamics of cross-cultural interactions and incorporating culturally preferred service models.
- Offenders will be screened, (initial assessment) within 72 hours of booking when clinically appropriate. Individuals who demonstrate acute intoxication or require detoxification/withdrawal services will be initially assessed when their physical and medical condition has been stabilized.
- Full MCA clinical assessments will be conducted by State Certified Alcohol and Drug Evaluation Specialists.
- All programming will use concrete cognitive behavioral approaches based on social learning theory.
- Caseload of counseling staff to client will be based on a ratio of 1-10.
- All programming will be gender specific and sensitive to cultural differences.
- Services will be cost-effective.
- Duplication of existing services will be avoided.
- Formal referral and feedback process(es) will be established between MSCO, ACJ, and other relevant stakeholders.

- System planning and evaluation for drug and alcohol services will be a collaborative and shared responsibility between all relevant stakeholders.
- The effectiveness of all publicly funded treatment services must be evaluated for their impact on recidivism. The evaluation will include developing a method for assessing the cost-effectiveness of the program.

## **DRUG AND ALCOHOL SERVICES**

### **SCREENING/INITIAL ASSESSMENT:**

- MSCO Corrections Counselors will continue to conduct the initial assessment with the offender, using the "Alcohol and Drug Services Request" form.
- The initial assessment will include reviewing the offender's eligibility for placement in secure treatment at InterChange.
- Both MCSO and ACJ have decided to use this form so that information can be shared, and to decrease duplication of services.
- Upon completion of the initial assessment, offenders will be placed in either IJIP or InterChange if substance use warrants intervention.
- Offenders can voluntarily request services by filling out this form, or they may be directed to enroll in the program by any professional. ( Judge, supervising probation officer, etc.)
- If, for whatever reason, an inmate is not appropriate for the IJIP or IDAP drug and alcohol program, individual arrangements will be made for the assessment, level of care and referral to be conducted.

### **COMPREHENSIVE CLINICAL ASSESSMENTS:**

- The vast majority of assessments will be completed when offenders are placed in IJIP.
- Assessment will include reviewing the offender's eligibility for placement in community residential or secure treatment at InterChange.

### **ELIGIBILITY CRITERIA**

#### **IJIP**

- 1) Offender request
- 2) Screened for appropriateness
- 3) Not eligible for InterChange

- 4) Sentenced offenders are prioritized, but presentenced are accepted as space allows
- 5) Misdemeanor or felony charges

#### **IDAP**

- 1) Not legally eligible for release to the community (pps revocation, order of a judge, presentence)

OR

- 2) Eligible for release to a community program or InterChange but no bed is available
- 3) Priority is for sentenced offenders, followed by preadjudicated offenders charged with a crime without a presumptive prison sentence and without a hold from another jurisdiction (IJIP staff will attempt to have holds dropped if offender is otherwise eligible), and finally offenders facing a presumptive prison term may be accepted on a case-by-case basis.

#### **InterChange**

- 1) Can be released to a community program
  - 2) 90 days or more remain on the sentence or sanction
- OR
- 3) Can be made a condition of supervision following IJIP/IDAP

#### **Community Residential Program**

- 1) Can be released to a community program
- 2) Less than 90 days remain in the sentence or sanction

#### **THE EXISTING IN JAIL INTERVENTION PROGRAM:**

- The In Jail Intervention Program at MCIJ has been shown to be an effective approach to beginning alcohol and drug treatment in jail and continuing that treatment at the clinically appropriate level in the community.
- IJIP will form Phase I of the new Inverness Drug and Alcohol Program.
- IJIP will hold offenders no longer than 30 days before placing in a program. IJIP will move offenders into community programs as soon as possible.
- The IJIP program staff who are currently providing services will be active in planning for the new treatment program and for assisting with program design.

#### **THE NEW INVERNESS DRUG AND ALCOHOL PROGRAM (IDAP)**

- The new service will build on IJIP success by expanding services to a length of stay beyond 30 days. The expanded drug and alcohol program, or Phase II, will embrace the principles noted above and will continue the successful treatment approach developed in the Phase I (IJIP) program.

- The goals of the programming are to provide assessment, pre-treatment readiness, referral, case-management, to begin treatment and to transition to the next phase of treatment in the community.
- The program will be housed in two 65 bed dorms for men and one 55 bed dorm for women. (Present capacity is 85; proposed capacity is 185.)
- Non program inmates are not placed in the treatment dorms. If empty beds in the program dorms must be filled due to jail crowding, inmates who have requested treatment but who have not yet been assessed may be moved to a treatment dorm.
- Phase I (IJIP) of the drug and alcohol program will focus on offenders who are in custody 30 days or less. Offenders who can be transferred to secure treatment or community programs will be identified and referred as soon as possible in Phase I. Phase II will be developed for offenders who will stay in jail more than 30 days and who are not eligible for InterChange or another community program.
- The drug and alcohol program will continue to treat sentenced offenders as their priority target population.
- The alcohol and drug program will continue to treat unsentenced offenders, bearing in mind that the vast majority of those unsentenced are already on supervision for previous convictions.
  - Offenders will remain in the appropriate level of programming after they become sentenced. In this way, they may move through both Phase I (IJIP) and Phase II of the program without interruption in their treatment experience. They will be referred to community treatment as soon as possible after sentencing.
- The drug and alcohol program will continue to refer appropriate program participants to the community for treatment, including the InterChange program.
- The drug and alcohol program participants are involved in a minimum of 40 hours weekly of program activities.
- The drug and alcohol program staff will continue to transport program participants directly from jail to a community provider.
- IDAP program participants will be transitioned from jail to MCRC or any other appropriate community drug free housing situation. This model is consistent with several national studies that recommend this continuum of care/"step-down" approach.
- Anticipated onset of IDAP services is late October or November 1999 for women and January 2000 for men.

## **TRANSITION SERVICES:**

- Thoughtful transition planning and case management will be a goal from the onset of service delivery.
- Transition planning and sharing of information will be established between MCSO and ACJ to ensure for the consistency and follow-through of the plan for the identified offender.

## **USE OF THE RESTITUTION CENTER FOR TRANSITION**

- MCRC may be used for transition from either IDAP or from InterChange
- MCRC will function as a "half-way" setting from either jail or secure treatment since offenders can begin working and experiencing community stressors while still living in a structured setting
- A counselor specializing in transition to community living will assess needs and broker services, as well as providing counseling to enable residents to successfully deal with relapse dynamics
- Alcohol and drug treatment will be provided in the community so that the offender can continue with the same counselor once he or she leaves MCRC

## **DRUG AND ALCOHOL SERVICES FOR WOMEN**

- The female dorm will house 55 women. Current funding will allow 20 of these women to be treated. This proposal will add three additional alcohol and drug specialists to treat a total of 55.
- The female dorm will set aside specific beds for women who are experiencing both mental health and substance abuse difficulties who are transitioning from an acute mental health dorm within other MCSO dorm settings.
- The IJIP program staff who are currently providing services to women will be active in planning for this module and assisting with program design. Anticipated start date for services is late October or November 1999.
- MCRC may also be used for appropriate women transitioning out of the treatment program.

## **SYSTEM PLANNING AND COORDINATION BETWEEN COMMUNITY JUSTICE AND MCSO**

- An Inverness Drug and Alcohol Program steering committee will be formed with representatives from MCSO, DCJ, community providers, the evaluator assigned to the program, and other agencies involved in the successful functioning of the service.
- The group will meet monthly, or on some regular schedule, to coordinate care, review utilization, improve referral into and out of the program, evaluate services, and related topics.
- Coordination of services will be designed to increase cost-effectiveness of treatment delivered, to avoid extended jail stays, and to avoid duplication of services.
- Coordination of services will also further define the relationship of community providers, InterChange, IJIP, and IDAP.

## **STATUS REPORT TO COURT WORK GROUP**

- Data will be summarized for IJIP, IDAP, InterChange, and MCRC transition
- A summary report of A&D beds in the system will be prepared quarterly: number served, successful completions, unsuccessful terminations, crime types, sentence length and type
- A monthly snapshot will be prepared showing offenders in each program: gender, legal status, sentence length, waiting list

## **PROGRAM EVALUATION**

- Consistent with the recommendations of the Grand Jury, program evaluation will be conducted using the same approach as that used previously for the Drug Court and IJIP.
- The Multnomah County Office of Budget and Quality will conduct the program evaluation.

## BUDGET

• Classification	
1.0 Corrections Deputy	60,000
Work collectively with program staff, Computer entry, expedited movement.	
• Initial assessment/screening	51,592
1.0 Corrections Counselor	
• Assessment	
1.0 Alcohol and Drug Specialist	51,592
Provide assessment within 72 hours of booking	
• Male IDAP treatment dorms	
7.0 Corrections Counselors	361,144
Note: funding to be available for start-up October 1; program to open January 1	
• Female IDAP treatment dorm	
3.0 Corrections Counselors	154,776
Note: funding to be available for start-up October 1; program to open Oct/Nov	
• Transition Services at MCRC	
1.0 Corrections counselor to focus on coordinating transition activities, services and supervision in the community	51,592
• Program Support	
1.0 Corrections Technician	38,500
Operation of screening/movement	
• Clinical Supervision	55,000
1.0 Clinical Supervisor for clinical Supervision, quality assurance, file Compliance.	
• Corrections Health	51,592
• Equipment, start-up costs, M and S	80,000
<b>TOTAL</b>	<b>955,788</b>

**THIS BUDGET IS ANNUALIZED FOR 12 MONTHS OF SERVICE  
THIS BUDGET WILL SERVE 65 MEN AND 35 ADDITIONAL WOMEN FOR A  
TOTAL OF 100 ALCOHOL AND DRUG BEDS.**