



# MULTNOMAH COUNTY, OREGON

## BOARD OF COMMISSIONERS

### Beverly Stein, Chair

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

### Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500  
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### Gary Hansen, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500  
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### Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500  
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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  
MAY CALL THE BOARD CLERK AT  
248-3277, OR MULTNOMAH COUNTY  
TDD PHONE 248-5040, FOR  
INFORMATION ON AVAILABLE  
SERVICES AND ACCESSIBILITY.**

## DECEMBER 8 & 10 1998 BOARD MEETINGS

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 Tuesday Community and Family Services @ SEI, 3920 N. Kerby
Pg 2	9:00 Thursday Regular Board Meeting
Pg 4	9:05 Law Enforcement Plan Update
Pg 4	9:20 North Rivergate Jail Site Update
Pg 4	11:00 Land Use De Novo Hearing
Pg 5	2:00 Executive Session/Labor Issues
*	<b>No Board Meetings are Scheduled Between December 21, 1998 through January 6, 1999</b>
*	<b>Check the County Web Site: <a href="http://www.multnomah.lib.or.us">http://www.multnomah.lib.or.us</a></b>

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

Thursday, 9:00 AM, (LIVE) Channel 30  
Friday, 10:00 PM, Channel 30  
Sunday, 1:00 PM, Channel 30  
Produced through Multnomah Community  
Television

Tuesday, December 8, 1998 - 9:30 AM  
Center for Self Enhancement, Inc., Auditorium  
3920 N. Kerby Avenue, Portland

## **BOARD BRIEFING**

- B-1 Department of Community and Family Services Briefing and Work Session to Review Performance Trends and Key Results Measures and to Discuss Upcoming Issues and Opportunities. Presented by Lorenzo Poe, Iris Bell, Susan Clark, Howard Klink, Mary Li, Floyd Martinez, Kathy Tinkle, Tony Hopson, James Kent, George Scott and Delores Morgan. 2.5 HOURS REQUESTED.
- 

Thursday, December 10, 1998 - 9:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

#### **NON-DEPARTMENTAL**

- C-1 Appointment of Cynthia M. Shorter to the DUII COMMUNITY ADVISORY BOARD

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

- C-2 Intergovernmental Agreement 800878 with Grant County Sheriff's Office to Provide for Jail Space in the Amount of Fifteen Beds for the Secure Custody, Care and Safe Keeping of Multnomah County Inmates at the Rate of \$45.00 per Bed

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

- C-3 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody
- C-4 Intergovernmental Agreement 9910290 Between Clackamas, Clatsop, Columbia, Multnomah and Washington Counties for the Operation of the

Regional Crisis Diversion Plan for Consumers with Developmental Disabilities

C-5 Intergovernmental Revenue Agreement 9910360 with the City of Portland Providing Funding for the 1998-99 Block by Block Weatherization Program

C-6 Intergovernmental Revenue Agreement 9910363 with the U.S. Department of Labor for Administration of Urban/Rural Opportunities Grant Funds

### **DEPARTMENT OF HEALTH**

C-7 Amendment 3 to Intergovernmental Agreement 201224 with Oregon Health Sciences University for Health Information System Computer Hardware and Software Support

C-8 Amendment 1 to Intergovernmental Agreement 9910452 with Oregon Health Sciences University Hospital for Nurse Consult Program Services

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-9 ORDER Cancelling Land Sale Contract 15644 with Freddie Fletcher Upon Default of Payments and Performance of Covenants

C-10 ORDER Authorizing Private Sale of Certain Tax Foreclosed Property to Teragram Investments, Inc., Including Direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-2 Second Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Zoning Ordinance Regarding the Provisions for Large Fill Operations

### **NON-DEPARTMENTAL**

- R-3 First Reading and Possible Adoption of an ORDINANCE Amending MCC 5.005 Prescribing Procedures for Designation of Interim Officers for Vacant Elective Offices and Declaring an Emergency (As Approved by Voters at the November 3, 1998 Election)

### **SHERIFF'S OFFICE**

- R-4 Law Enforcement Division Strategic Plan and Description of Planning Process Presentation by Deputies Kevin Platt and Richard Biles and Sergeant Karlan Hutchison. 15 MINUTES REQUESTED.

### **COMMISSIONER COMMENT**

- R-5 Opportunity (as Time Allows) for Commissioners to Provide Informational Comments to Board and Public on Non-Agenda Items of Interest. Comments Limited to Three Minutes Per Person.

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Thursday, December 10, 1998 - 9:20 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

### **BOARD BRIEFING**

- B-2 Presentation and Discussion of the GeoTech Report on the North Rivergate Site, Leadbetter Peninsula, for Multnomah County's New Corrections Facility. Presented by Sheriff Dan Noelle, Lieutenant Bobbi Luna and Staff. 1 HOUR, 15 MINUTES REQUESTED.

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Thursday, December 10, 1998 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING BOARD BRIEFING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

### **LAND USE PLANNING MEETING**

- P-1 PRE 4-98/PRE 5-98 DE NOVO HEARING WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE on the Appeal of the Hearings Officer Decision to Uphold the Planning Director Approval of Two Farm Dwelling Approval Validations and Determination of Substantial Compliance

with Approved Farm Management Plans for Property Located at 12955 and  
12989 NW SKYLINE BLVD., PORTLAND

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Thursday, December 10, 1998 - 2:00 PM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Labor Negotiations. Presented by Darrell Murray. 1 HOUR REQUESTED.

MEETING DATE: DEC 10 1998  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

**REGULAR MEETING:** DATE REQUESTED: 12/10/98  
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 Cynthia M. Shorter to the DUII Community Advisory Board.

**SIGNATURES REQUIRED:**

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

98  
NOV 23 PM 8:35  
BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: DEC 10 1998  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Class III IGA between Grant County Sheriff's Office and MCSO

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

REGULAR MEETING: DATE REQUESTED: Next available  
AMOUNT OF TIME NEEDED: five minutes

DEPARTMENT: SHERIFF'S OFFICE DIVISION: Facilities

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: Larry Aab

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

IGA (#800878) to arrange for 15-bed jail space at Grant Co. at a rate of \$45/bed up to \$247,375.00 per year.

12/14/98 ORIGINAL TO LARRY AAB

SIGNATURES REQUIRED:

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

98 DEC - 1 AM 1:41  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 800878  
 Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached  
 Amendment #: \_\_\_\_\_

<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 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 checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue
<p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-2</u> DATE <u>12/10/98</u>                  DEB BOGSTAD  <b>BOARD CLERK</b></p>		

Department: Sheriff's Office Division: FAC Date: 6/9/98  
 Originator: CMDR Jeanie King Phone: 251-2514 Bldg/Rm: 313  
 Contact: Larry Aab Phone: 251-2489 Bldg/Rm: 313/228

Description of Contract: Grant Co. will provide jail space for MCSO for the detention of Multnomah Co. inmates.

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

Contractor <u>Grant County Sheriff's Office</u> Address <u>Canyon City, OR 97820</u> Phone <u>(541) 575-1131</u> Employer ID# or SS# _____ Effective Date <u>May 1, 1998</u> Termination Date <u>N/A</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other Original Contract Amount \$ <u>\$45/bed for 15 beds</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____ <input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>247,375 per year</u> Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES:

Department Manager [Signature] DATE \_\_\_\_\_  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel [Signature] DATE 12/6/98  
 County Chair [Signature] DATE \_\_\_\_\_  
 Sheriff [Signature] DATE 6-16-98  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	<u>156</u>	<u>050</u>	<u>9045</u>	<u>10</u>	<u>6060</u>						
02											
03											

## INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between the Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County, and Grant County, a political subdivision of the State of Oregon.

### PURPOSE

The purpose of this agreement is to establish the terms and conditions under which Grant County will provide jail space to Multnomah County.

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

### AUTHORITY AND PER-DIEM RATE TO HOUSE MULTNOMAH COUNTY PRISONERS

1. Grant County agrees to rent and reserve for Multnomah County jail space in the amount of fifteen (15) beds. Multnomah County will pay Grant County a fixed rate of \$45.00 per bed for fifteen (15) beds.
2. The Multnomah County Sheriff represents that all inmates from Multnomah County confined in the Grant County Jail are legally committed to custody, and shall present commitment documentation for each person confined. It is the responsibility of the Multnomah County Sheriff to provide proper commitment authorization prior to the delivery or transport of any Multnomah County inmate. Multnomah County assumes all responsibility for any error or omission to this paragraph.

### TRANSPORT RESPONSIBILITIES

3. Grant County agrees to transport Multnomah County inmates to the Grant County Jail from an agreed designated location, for the purpose of confining them pursuant to this agreement. Grant County will also return such inmates to the agreed designated location upon their scheduled release of confinement from the Grant County Jail or termination of their confinement with Grant County as determined by Multnomah County.

### CARE, CUSTODY, AND TREATMENT OF INMATES

4. By this agreement, Grant County agrees to accept, and provide for the secure custody, care and safe keeping of Multnomah County inmates in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operation of the facility.

5. Inmate release dates including time credits shall be determined by Multnomah County. Multnomah County shall provide to Grant County documentation of inmate release dates. Multnomah County shall provide to Grant County any modifications requested, pertaining to inmates custody status.

## **MEDICAL SERVICES**

6. Grant County agrees to provide Multnomah County inmates with the same level of medical care and services provided local inmates including transportation and security for inmates requiring removal from the facility for emergency medical services.
7. Grant County agrees to notify Multnomah County Corrections Health as soon as possible of any emergency medical cases who require removal from the facility. Grant County shall obtain prior authorization for all other outside medical services (hospital in patient out patient) required. Multnomah County inmates who require routine health care or non-urgent health care which is beyond the capabilities of Grant County shall be returned to Multnomah County.
8. Multnomah County shall pay all outside emergency medical expenses which might accrue for any Multnomah County inmate while that inmate is in the custody of Grant County. Emergency medical expenses include but are not limited to, expenses for doctors, medicine, ambulance, hospitalization, emergency surgical, or emergency treatment or care rendered by professionals outside of the Grant County Jail who are not regular jail medical staff and for which Grant county is billed. Any such bill received by Grant County for the care or treatment of Multnomah County inmates shall be forwarded immediately to Multnomah County Corrections Health. Whenever possible, Grant County shall arrange for such medical service providers to bill Multnomah County directly for medical expenses of Multnomah County inmates in a manner consistent with ORS 169.152.
9. Multnomah County shall notify Grant County of any pre-existing medical, dental, or mental health issues prior to Grant County taking custody of Multnomah County inmates and will provide any information that is received by Multnomah County after taking custody.

## **ACCESS/REPORTING/RELEASE OF INMATES**

10. Grant County agrees to allow periodic access to and inspections of the Grant County Jail by Multnomah County officials at all reasonable times, for the purpose of visiting Multnomah County inmates confined therein. Findings of the inspection will be shared with the Grant County Sheriff in order to promote improvements to the facility operations, conditions of confinement and levels of services.
11. Grant County shall provide to Multnomah County, on request, all documentation and reports, pertaining to any Multnomah County inmate.
12. Inmates confined in Grant County for Multnomah County shall be returned to Multnomah County Officials or their designee for release in Multnomah County.

## **INDEMNIFICATION**

13. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, MCSO and the County shall indemnify, defend, and hold harmless Grant County and its officers, employees and agents from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to any act or omission of Multnomah County or it's officers, agents, or employees in the performance of this agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after delivery to Grant County. In the event that any suit is brought against Grant County, Multnomah County shall defend Grant County at its sole cost and expense. At the discretion of Multnomah County, Grant County may participate in the defense of such suit. If final judgment is entered against Grant County or it's officers, agents or employees, Multnomah County shall satisfy the same in full.
14. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Grant County shall indemnify, defend, and hold harmless MCSO and Multnomah County and its officers, employees and agents from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to any act or omission of Grant County or it's officers, agents, or employees in the performance of this agreement. In the event that any suit is brought against Multnomah County, Grant County shall defend Multnomah County at its sole cost and expense. At the discretion of Grant County, Multnomah County may participate in the defense of such suit. If final judgment is entered against Multnomah County or it's officers, agents or employees, Grant County shall satisfy the same in full.

### **IMPLEMENTATION/TERMINATION/DURATION**

15. The Sheriff of Grant County and Multnomah County shall be responsible for the implementation and proper administration of this contract, and will refer any problems or disputes of implementation to the governing bodies of their counties as necessary.
16. This agreement shall be effective May 1, 1998, or the date on which the new Grant County Jail receives Multnomah County inmates. This agreement shall remain in effect until terminated as described below, or unless extended by written agreement by both parties.
17. Subject to the time limitations above, this agreement shall continue in force until one party gives written notice of termination. The county terminating this agreement shall give the governing bodies and the Sheriff's Office of the other county no less than 30 days written notice prior to the effective date of termination. Multnomah County shall remove from Grant County any Multnomah County inmates confined therein.

### **MODIFICATIONS/SEVERABILITY**

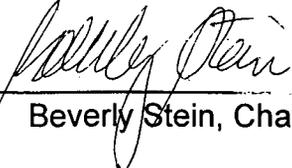
18. Modification of this agreement may be accomplished by written agreement between Grant County and Multnomah County and no oral understandings or agreements shall be effective to alter the terms of this agreement.
19. Any judgment or finding that any clause, paragraph or section of this contract to be invalid shall not invalidate or terminate any other clause, paragraph or section of this agreement.

### **ENTIRE AGREEMENT**

20. This Agreement represents the entire agreement between parties and supersedes any prior oral or written agreements or representations. This Agreement may only be modified in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

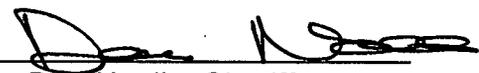
MULTNOMAH COUNTY

By:   
Beverly Stein, Chair  
Date: December 10, 1998

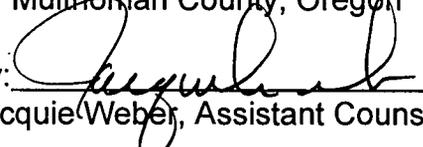
GRANT COUNTY  
SHERIFF'S OFFICE

By:   
Fred Reusser, Sheriff  
Date: 10-14-98

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

By:   
Dan Noelle, Sheriff  
Date: 6-16-98

REVIEWED:  
Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

By:   
Jacquie Weber, Assistant Counsel  
Date: 10/6/98

APPROVED AS TO FORM:

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

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 12/10/98  
DEB BOGSTAD  
BOARD CLERK



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing Designees of the Mental )  
Health Program Director to Direct a ) ORDER  
Peace Officer to Take an Allegedly ) 98-200  
Mentally Ill Person into Custody )

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; now therefore

IT IS HEREBY ORDERED that the individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

Jeffrey Anderson 469-82-5508  
Michelle Cusrk 544-21-1744  
Sandra Mitchell 528-76-0997  
Michelle Gluck 541-86-0790  
Tom Welch 534-86-3563



DATED this 10th of December, 1998

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair,

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Katie Gaetjens*  
Katie Gaetjens, Assistant County Counsel

MEETING DATE: DEC 10 1998

AGENDA NO: C-4

ESTIMATED START TIME: 9:00

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Agreement between Multnomah, Clackamas, Clatsop, Columbia and Washington Counties for the implementation of the Regional Crisis Diversion Plan submitted to the State by the 5 Counties for the shared responsibility and coordination of providing Short-Term Diversion, Long-Term Diversion and Crisis Bed services to people with Developmental Disabilities.**

BOARD BRIEFING

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

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

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

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Developmental Disabilities

CONTACT: Lorenzo Poe/Howard Klink

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental Cooperative Agreement Between Clackamas, Clatsop, Columbia, Washington and Multnomah Counties for the Purpose of Operation of the Regional Crisis Diversion Plan for Consumers of Developmental Disability Services.

12/10/98 ORIGINALS TO JO STORSBERG

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
DEC 11 11 41 AM '98

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

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# 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  
GARY HANSEN • 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: November 3 1998

SUBJECT: Intergovernmental Cooperative Agreement with Washington, Clackamas, Clatsop and Columbia Counties

- I. **Recommendation/Action Requested:** The Department requests approval of this five-county intergovernmental cooperative agreement. This agreement had been circulated for signatures earlier in the fiscal year, however we are processing a new contract as there were changes to the original contract document and two counties have been added to the agreement.
- II. **Background/Analysis:** Multnomah, Washington, Clackamas, Clatsop and Columbia counties submitted to the State and received approval for a Regional Crisis Diversion Plan to better facilitate services to consumers of the developmental disabilities programs in each county. This cooperative agreement allows for the pooling and joint management of State contracted funds for each county for Short-Term Diversion, Long-Term Diversion, and Crisis Bed services to better serve the needs of consumers in the region as a whole.
- III. **Financial Impact:** No funds are transferred between counties, however transfer are affected by shifting contractor allocation through IGA's with the State. Funds remained pooled at the state level and are dispersed in accordance with direction from the Regional Crisis Team. Funding for the three new Multnomah County positions referenced in section I. D. of the agreement are provided through new administrative dollars from State Mental Health. A budget modification will be necessary to add those dollars.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This cooperative venture is linked to the benchmark for disadvantaged citizens which is concerned with the number of citizens with developmental disabilities living in the housing of their choice with adequate support.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** This agreement represents the first cooperative effort at tri-county service delivery to consumers of developmental disabilities services.

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

Contract #: **9910290**

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

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

<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 type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div align="center" style="border: 1px solid black; padding: 5px;"> <p><b>APPROVED MULTNOMAH BOARD OF COMMISSIONERS</b>  <input checked="" type="checkbox"/> Intergovernmental Cooperative Agreement  <b>AGENDA # C-4 DATE 12/10/98</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b></p> </div>
--	--	---

Department: Community and Family Services Division: Contracts and Evaluation Date: November 17, 1998  
 Originator: Donald Acker Phone: 26461 Bldg/Rm: 166/4<sup>th</sup>  
 Contact: Jo Storsberg Phone: 22231 Bldg/Rm: 166/7<sup>th</sup>

Description of Contract **This Intergovernmental Cooperative Agreement between Multnomah, Washington, Clackamas, Clatsop and Columbia Counties contracts for the operation of the Regional Crisis Diversion Plan for consumers with developmental disabilities.**

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

Contractor	Washington County	Clackamas County	Remittance Address
Address	155 N First Avenue Hillsboro, OR 97124 648-8681	998 Library Ct Oregon City, OR 97045 655-8418	(If different) _____
	Clatsop County	Columbia County	Payment Schedule / Terms
	Astoria, OR 97103 325-8500	103 S. Third PO Box 1234 St. Helens, OR 97051 397-5211	
Employer ID# or SS#			<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date	<u>Upon Signature by all Parties</u>		<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date	<u>Until Terminated</u>		<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Total Amt of Previous Amendments \$			<input type="checkbox"/> Requirements \$ _____
Total Amount of Agreement \$	<u>Cooperative Agreement</u>		Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager: Lorenzo Poo mas DATE: 11/19/98  
 Purchasing Manager: \_\_\_\_\_ DATE: \_\_\_\_\_  
 County Counsel: [Signature] DATE: 11/29/98  
 County Chair: [Signature] DATE: 12/10/98  
 Sheriff: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Contract Administration: \_\_\_\_\_ DATE: \_\_\_\_\_

LGFS VENDOR CODE						DEPT REFERENCE GV0001					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											

**INTERGOVERNMENTAL AGREEMENT # 9910290**  
*BETWEEN*  
**CLACKAMAS COUNTY, OREGON, CLATSOP COUNTY, OREGON,  
COLUMBIA COUNTY, OREGON, MULTNOMAH COUNTY, OREGON,  
AND  
WASHINGTON COUNTY, OREGON**

**I. Purpose**

This agreement is entered into between Clackamas County (CLACKAMAS), Clatsop (CLATSOP), Columbia (COLUMBIA), Multnomah County (MULTNOMAH), and Washington County (WASHINGTON) for the cooperation of units of local government under the authority of ORS 190.010.

- A. This agreement provides the basis for a cooperative working relationship for the purpose of operation of the Regional Crisis Diversion Plan. The basis for the Regional Crisis Diversion plan is as outlined in the such named plan submitted to the State Office of Developmental Disabilities Services by Clackamas, Clatsop, Columbia, Multnomah and Washington Counties.
- B. The region shall consist of Clackamas, Clatsop, Columbia, Multnomah and Washington counties.
- C. State funds contracted to each County for Short Term Diversion, Long Term Diversion and Crisis Bed funding shall be pooled and access to services jointly managed for the region as a whole to serve the needs of consumers in crisis.
- D. Management of access to crisis diversion resources will be accomplished through the Regional Crisis Team (RCT). The RCT shall be comprised of eight (8) members: the Regional Crisis Team Manager, a designated lead from each of the 5 counties, a regional coordinator from the Oregon State Office of Developmental Disabilities Services (ODDS), and a Training and Technical Assistance Worker. The Regional Coordinator and Training and Technical Assistance Worker are non-voting members. There shall be 3.0 FTE employed through Multnomah County: a manager, an administrative assistant, and a recruiter.
- E. Regional Crisis Team (RCT) Responsibilities:
  - 1. Oversight of and contracting with specialists providing technical assistance;
  - 2. Review and discussion of Short Term Diversion expenditures by individual counties;
  - 3. Review and discussion of Short Term Diversion expenditures on Crisis Beds;
  - 4. Review and discussion of Long Term Diversion expenditures;
  - 5. Review of requests to convert crisis bed placements to permanent residential placements;
  - 6. Review and development of new crisis beds.
  - 7. Review of use of crisis/diversion resources by each county;
  - 8. Review of open diversion cases and long term planning for individuals in crisis;
  - 9. Review of region's vacancies and statewide vacancies; coordination of referrals;
  - 10. Review of policies and procedures' affecting regional crisis services and make recommendations regarding approval to County Management.

## F. Consultation and Technical Assistance

The RCT will contract with consultants for behavior, medical, psychiatric, alcohol and drug treatment, and other specialty services on an "as needed" basis. Requirements for consultants include but are not limited to:

- Professional degree, certification or licensure in respective area of practice or service;
- Availability on short notice;
- Ability to travel to the crisis setting in addition to seeing individuals in the office;
- Ability and willingness to work with Individual Service Plan (ISP) teams, providers and families.

## G. Quality Improvement Council

A Quality Improvement Council, which includes providers, ODDS staff and stakeholders, shall be convened by the RCT and will meet regularly for retrospective review of the services approved by the Regional Crisis Team. These services will include a sample of Long-Term Diversion plans, which have been approved or requests for technical assistance and consultation. The Quality Improvement Council will also be responsible for identifying patterns or trends in services and for making recommendations to identify where additional resources may be needed.

## II. Scope of Cooperation

### A. CLACKAMAS agrees to do the following:

1. Through its Department of Human Services, Mental Health Division, CLACKAMAS will provide a representative to the RCT as specified above.
2. CLACKAMAS will contribute 75% of its annual allocation of Short-Term Diversion funds to a pool for use by the RCT for the purchase of diversion services in the regional and statewide systems. Contribute 100% of its annual allocation of Long-Term Diversion funds to a pool for use by the RCT. Contribute 100% of its annual allocation of Crisis Bed (DD50) funds to a pool to pay for Diversion Services in the regional system.
3. CLACKAMAS will maintain an after hours crisis response services, so that providers will have access to emergency services 24 hours a day.
4. CLACKAMAS agrees to work with CLATSOP, COLUMBIA, MULTNOMAH and WASHINGTON on resolution of the following issues:
  - a) discussions regarding coordination of each county's training programs in cooperation with the Regional Training Steering Committee;
  - b) negotiate with local hospitals for the development of 1 or 2 specialized sub-acute care resources or in-patient psychiatric beds targeted for persons with Developmental Disabilities;
  - c) development of additional crisis beds during the 1998/99 fiscal year;
  - d) identification of uniform standards for crisis bed providers licensed under adult foster care;
  - e) development of clear guidelines delineating responsibility for the Diversion services for individuals currently being relocated from Fairview;
  - f) updating and expanding the existing Region I policies on crisis beds and diversion services to meet the needs of the new larger region; and

- g) updating existing Multnomah County forms (Long Term Diversion Request Form, Crisis Bed Entrance Summary Packet, and Diversion Intake Form) to accommodate the new regional needs.
5. CLACKAMAS agrees to execute service provider contracts appropriate to meet the RCT approved needs of consumers.

**B. MULTNOMAH agrees to do the following:**

1. Through its Department of Community and Family Services, Developmental Disabilities Division, MULTNOMAH will provide a representative to the RCT as specified above.
2. MULTNOMAH will contribute 75% of its annual allocation of Short Term Diversion funds to a pool for use by the RCT for the purchase of diversion services in the regional and statewide systems. Contribute 100% of its annual allocation of Long Term Diversion funds to a pool for use by the RCT.
3. MULTNOMAH will maintain an after hours crisis response services, so that providers will have access to emergency services 24 hours a day.
4. MULTNOMAH agrees to work with CLATSOP, COLUMBIA, CLACKAMAS and WASHINGTON on resolution of the following issues:
  - a) discussions regarding coordination of each county's training programs in cooperation with the Regional Training Steering Committee;
  - b) negotiate with local hospitals for the development of 1-2 specialized sub-acute care resources or in-patient psychiatric beds targeted for persons with Developmental Disabilities;
  - c) development of additional crisis beds during the 1998/99 fiscal year;
  - d) identification of uniform standards for crisis bed providers licensed under adult foster care;
  - e) development of clear guidelines delineating responsibility for the Diversion services for individuals currently being relocated from Fairview;
  - f) updating and expanding the existing Region I policies on crisis beds and diversion services to meet the needs of the new larger region; and
  - g) updating existing Multnomah County forms (Long Term Diversion Request Form, Crisis Bed Entrance Summary Packet, and Diversion Intake Form) to accommodate the new regional needs.
5. MULTNOMAH agrees to execute service provider contracts appropriate to meet the RCT approved needs of consumers.
6. MULTNOMAH agrees to act as the employer of the three new positions that are being created to staff the Regional Crisis Team.

**C. WASHINGTON agrees to do the following:**

1. Through its Department of Health and Human Services, Developmental Disabilities Division, WASHINGTON will provide a representative to the RCT as specified above.
2. WASHINGTON will contribute 75% of its annual allocation of Short Term Diversion funds to a pool for use by the RCT for the purchase of diversion services

in the regional and statewide systems. Contribute 100% of its annual allocation of Long Term Diversion funds to a pool for use by the RCT. Contribute 100% of its annual allocation of Crisis Bed funds to a pool to pay for Diversion Services in the regional system.

3. WASHINGTON will maintain an after hours crisis response services, so that providers will have access to emergency services 24 hours a day.
4. WASHINGTON agrees to work with CLATSOP, COLUMBIA, CLACKAMAS and MULTNOMAH on resolution of the following issues:
  - a) discussions regarding coordination of each county's training programs in cooperation with the Regional Training Steering Committee;
  - b) negotiate with local hospitals for the development of 1-2 specialized sub-acute care resources or in-patient psychiatric beds targeted for persons with Developmental Disabilities;
  - c) development of additional crisis beds during the 1998/99 fiscal year;
  - d) identification of uniform standards for crisis bed providers licensed under adult foster care;
  - e) development of clear guidelines delineating responsibility for the Diversion services for individuals currently being relocated from Fairview;
  - f) updating and expanding the existing Region I policies on crisis beds and diversion services to meet the needs of the new larger region; and
  - g) updating existing Multnomah County forms (Long Term Diversion Request Form, Crisis Bed Entrance Summary Packet, and Diversion Intake Form) to accommodate the new regional needs.
5. WASHINGTON agrees to execute service provider contracts appropriate to meet the RCT approved needs of consumers.

D. CLATSOP agrees to do the following:

1. Through its Department of Health and Human Services, Developmental Disabilities Division, CLATSOP will provide a representative to the RCT as specified above.
2. CLATSOP will contribute 75% of its annual allocation of Short Term Diversion funds to a pool for use by the RCT for the purchase of diversion services in the regional and statewide systems. Contribute 100% of its annual allocation of Long Term Diversion funds to a pool for use by the RCT. Contribute 100% of its annual allocation of Crisis Bed funds to a pool to pay for Diversion Services in the regional system.
3. CLATSOP will maintain an after hours crisis response services, so that providers will have access to emergency services 24 hours a day.
4. CLATSOP agrees to work with CLACKAMAS, COLUMBIA, MULTNOMAH and WASHINGTON on resolution of the following issues:
  - a) discussions regarding coordination of each county's training programs in cooperation with the Regional Training Steering Committee;
  - b) negotiate with local hospitals for the development of 1-2 specialized sub-acute care resources or in-patient psychiatric beds targeted for persons with Developmental Disabilities;
  - c) development of additional crisis beds during the 1998/99 fiscal year;

- d) identification of uniform standards for crisis bed providers licensed under adult foster care;
  - e) development of clear guidelines delineating responsibility for the Diversion services for individuals currently being relocated from Fairview;
  - f) updating and expanding the existing Region I policies on crisis beds and diversion services to meet the needs of the new larger region; and
  - g) updating existing Multnomah County forms (Long Term Diversion Request Form, Crisis Bed Entrance Summary Packet, and Diversion Intake Form) to accommodate the new regional needs.
5. CLATSOP agrees to execute service provider contracts appropriate to meet the RCT approved needs of consumers.

E. COLUMBIA agrees to do the following:

1. Through its Department of Health and Human Services, Developmental Disabilities Division, COLUMBIA will provide a representative to the RCT as specified above.
2. COLUMBIA will contribute 75% of its annual allocation of Short Term Diversion funds to a pool for use by the RCT for the purchase of diversion services in the regional and statewide systems. Contribute 100% of its annual allocation of Long Term Diversion funds to a pool for use by the RCT. Contribute 100% of its annual allocation of Crisis Bed funds to a pool to pay for Diversion Services in the regional system.
3. COLUMBIA will maintain an after hours crisis response services, so that providers will have access to emergency services 24 hours a day.
4. COLUMBIA agrees to work with CLACKAMAS, CLATSOP, MULTNOMAH and WASHINGTON on resolution of the following issues:
  - a) discussions regarding coordination of each county's training programs in cooperation with the Regional Training Steering Committee;
  - b) negotiate with local hospitals for the development of 1-2 specialized sub-acute care resources or in-patient psychiatric beds targeted for persons with Developmental Disabilities;
  - c) development of additional crisis beds during the 1998/99 fiscal year;
  - d) identification of uniform standards for crisis bed providers licensed under adult foster care;
  - e) development of clear guidelines delineating responsibility for the Diversion services for individuals currently being relocated from Fairview;
  - f) updating and expanding the existing Region I policies on crisis beds and diversion services to meet the needs of the new larger region; and
  - g) updating existing Multnomah County forms (Long Term Diversion Request Form, Crisis Bed Entrance Summary Packet, and Diversion Intake Form) to accommodate the new regional needs.
5. COLUMBIA agrees to execute service provider contracts appropriate to meet the RCT approved needs of consumers.

### **III. Compensation**

This agreement describes how the parties will cooperate and does not include any compensation.

#### IV. Special Conditions

- A. CLACKAMAS, CLATSOP, COLUMBIA, MULTNOMAH and WASHINGTON agree to comply with all applicable local, state and federal ordinances, statues, laws and regulations, as well as all applicable provisions in each party's Intergovernmental Agreement with MHDDSD.
- B. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CLACKAMAS agrees to indemnify, defend and hold harmless CLATSOP, COLUMBIA, MULTNOMAH, WASHINGTON, and their officers, agents, employees and elected officials against all liability, loss and costs arising form actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CLACKAMAS and CLACKAMAS' officers, agents, employees and elected officials in performance of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CLATSOP agrees to indemnify, defend and hold harmless CLACKAMAS, COLUMBIA, MULTNOMAH, WASHINGTON, and their officers, agents, employees and elected officials against all liability, loss and costs arising form actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CLATSOP and CLATSOP'S officers, agents, employees and elected officials in performance of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COLUMBIA agrees to indemnify, defend and hold harmless CLACKAMAS, CLATSOP, MULTNOMAH, WASHINGTON, and their officers, agents, employees and elected officials against all liability, loss and costs arising form actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COLUMBIA and COLUMBIA'S officers, agents, employees and elected officials in performance of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, MULTNOMAH agrees to indemnify, defend and hold harmless CLACKAMAS, CLATSOP, COLUMBIA and WASHINGTON, and their officers, agents, employees and elected officials against all liability, loss and costs arising form actions, suits, claims or demands attributable solely and exclusively to acts or omissions of MULTNOMAH and MULTNOMAH'S officers, agents, employees and elected officials in performance of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, WASHINGTON agrees to indemnify, defend and hold harmless MULTNOMAH, CLACKAMAS, CLATSOP and COLUMBIA and their officers, agents, employees and elected officials against all liability, loss and costs arising form actions, suits, claims or demands attributable solely and exclusively to acts or omissions of WASHINGTON and WASHINGTON'S officers, agents, employees and elected officials in performance of this agreement.

- C. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts and transcripts.

- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

**V. Amendment**

This Agreement may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required and signed.

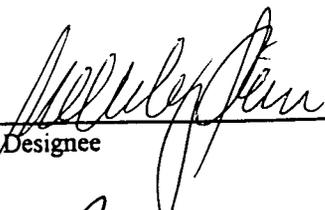
**VI. Term of Agreement**

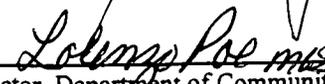
This agreement becomes effective on signing by all parties, and will remain in effect until terminated as follows:

- A. The agreement may be terminated by mutual agreement in writing by all parties.
- B. Any party may terminate this agreement with 90-day advance notice to all other parties.

## Multnomah County Approval and Review

Approved:

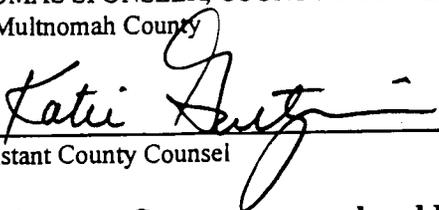
 12/10/98  
County Chair or Designee Date

 11/19/98  
Director, Department of Community and Family Services or Designee Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 12/10/98  
DEB BOGSTAD  
BOARD CLERK

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County

By:  12/11/98  
Assistant County Counsel Date

## Washington County Approval and Review

Approved:

\_\_\_\_\_  
Washington County Commission, or Designee Date

\_\_\_\_\_  
Director, Department of Health and Human Services or Designee Date

Reviewed:

\_\_\_\_\_  
Washington County Counsel, or Designee Date

## Clackamas County Approval and Review

Approved:

\_\_\_\_\_  
Clackamas County Commission, or Designee Date

\_\_\_\_\_  
Director, Department of Human Services or Designee Date

Reviewed:

\_\_\_\_\_  
Clackamas County Counsel Date



MEETING DATE: DEC 10 1998

AGENDA NO: C-5

ESTIMATED START TIME: 9:00

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT.** Revenue Agreement for \$120,000 with the City of Portland funding the Block By Block Weatherization program.

BOARD BRIEFING

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

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

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

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Community Programs and Partnerships

CONTACT: Lorenzo Poe/Mary Li

TELEPHONE: 248-3691

BLDG/ROOM: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

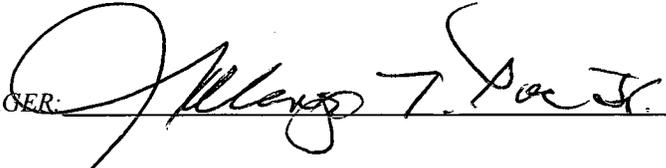
City Of Portland Block By Block Revenue Agreement

**SIGNATURES REQUIRED:**

12/10/98 ORIGINALS TO PATTY DOYLE

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

OR

DEPARTMENT MANAGER: 

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

98 DEC - 1 AM 3:31  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# 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  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: November 9, 1998

SUBJECT: Intergovernmental Revenue Agreement With City of Portland – Block By Block Weatherization Program

**I. Retroactive Statue:** The Department of Community and Family Services recommends Board of County Commissioners approval of the intergovernmental revenue agreement with the City of Portland retroactively to July 1, 1998. This agreement is retroactive because the County did not receive notification of the agreement from the City until October 1998.

**II. Recommendation/Action Requested:** The Department is recommending Board of County Commissioners approval of the attached intergovernmental revenue agreement for the period July 1, 1998 through June 30, 1999.

**III. Background/Analysis:** The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Energy Office. This contracts funds Block-By-Block Weatherization services for low income residents of City-designated neighborhoods. The Department's Community Action/Weatherization Program staff conduct these block-by-block services.

**IV. Financial Impact:** This revenue agreement is for \$120,000. Funds are included in the County budget.

**V. Legal Issues:** None

**VI. Controversial Issues:** None

**VII. Link to Current County Policies:** The weatherization services support County policies to make housing affordable to low income people and to promote healthy, stable communities by improving the housing stock.

**VIII. Citizen Participation:** The County's Weatherization Program is under the Division of Community Programs and Partnerships which involves citizen commissions in policy making.

**IX. Other Government Participation:** The revenue contract reflects a long standing cooperative relationship between the City's Energy Office and the County's Low Income Weatherization Program, to make the best use of available resources.

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**

(See Administrative Procedure CON-1)

Contract #: 9910360

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-5</u> DATE <u>12/10/98</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnerships</u>	Date: <u>November 9, 1998</u>
Originator: <u>Tom Brodbeck</u>	Phone: <u>X 26057</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Patty Doyle</u>	Phone: <u>X 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: **This revenue agreement provides funding for the Block By Block Weatherization program**

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

Contractor <u>City of Portland, Energy Office</u>	Remittance Address
Address <u>1211 SW 5<sup>th</sup> Avenue, Suite 1170 Pacwest Center Portland, OR 97204-3711</u>	(If different) _____
Phone <u>(503) 823-7582, FAX (503) 823-5370</u>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1998</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <u>June 30, 1999</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>120,000</u>	
Total Amt of Previous Amendments \$ <u>-0-</u>	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ <u>-0-</u>	
Total Amount of Agreement \$ <u>120,000</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe</u>	DATE <u>11/19/98</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie Dault</u>	DATE <u>12/2/98</u>
County Chair <u>Wally Davis</u>	DATE <u>12/10/98</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE <u>GV5554A</u>						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1140			2798		9206L			
02											
03											

City Of Portland  
Block-By-Block Weatherization Program  
1998-99

**INTERGOVERNMENTAL AGREEMENT**

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPT. OF COMMUNITY AND FAMILY SERVICES, DIVISION OF COMMUNITY PROGRAMS AND PARTNERSHIPS (DCPP) (Contractor).

**RECITALS:**

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1998-99 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

**AGREEMENT:**

**1. SCOPE OF CONTRACTOR SERVICES**

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in  
Exhibit A - Scope Of Work,  
Exhibit B - Schedule For Contractor Services, and  
Exhibit C - Budget.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - Schedule For Contractor Services.

**2. SCOPE OF CITY SERVICES**

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

- (1) Provide completed applications from eligible households.
- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly

determine audit methodology and cost effective criteria, goals for numbers of completed jobs.

- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
  - (1) Provide completed applications year round and following each Fix-it Fair.
  - (2) In sufficient numbers to meet the audit and installation schedule set out in Exhibit B - Schedule For Contractor Services.

### 3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah up to \$120,000 as compensation for these services. The budget is set out in Exhibit C - Budget..

### 4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

### 5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1998 and shall terminate as of June 30, 1999.

### 6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such

termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

## 7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.

## 8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

**9. CITY PROJECT MANAGER**

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

**10. COMPLIANCE WITH LAWS**

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

**11. OREGON LAW AND FORUM**

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**12. MAINTENANCE OF RECORDS**

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for five (5) years from the date of completion or termination of this Agreement. If after three years the Contractor desires to destroy weatherization job files, the Contractor shall notify the Program Manager for transfer to the City.

### 13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

### 14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

### 15. LIABILITY INSURANCE

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide

the City with a statement regarding the status of its self-insurance program.

#### 16. WORKERS' COMPENSATION INSURANCE

The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

#### 17. SUBCONTRACTING

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

#### 18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

#### 19. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**20. BREACH OF AGREEMENT**

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.
- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

**21. OWNERSHIP OF DOCUMENTS**

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:
  - None
- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

**22. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Portland Energy Office  
 1211 S.W. Fifth Avenue, Suite 1170  
 Portland, Oregon 97204

If to the Contractor: Multnomah County  
 Dept. of Community and Family Services  
 Division of community Programs and  
 Partnerships (DCPP)  
 421 SW 6th Avenue, Suite 500  
 Portland, Oregon 97204

**23. SEVERABILITY**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

**24. AMENDMENTS**

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

**25. PROGRESS REPORTS**

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

**26. INTEGRATION**

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

**27. NON-WAIVER**

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

**28. PROHIBITED INTEREST**

- (a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

**29. PAYMENTS TO VENDORS AND SUBCONTRACTORS**

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**30. FUNDS**

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

**31. COMMENCEMENT OF WORK**

Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

32. ADDITIONAL PROVISIONS

None

CONTRACTOR: Multnomah County, Oregon,  
Department Of Community And Family Services,  
Office For Community Action And Development.

By: *Lolenz Poe* Date: 11/19/98  
Dept. of Community and Family Services, Director

By: *Melissa Stein* Date: 12/10/98  
Multnomah County Chair

Reviewed: Multnomah County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 12/10/98  
DEB BOGSTAD  
BOARD CLERK

By: *Katie Gault* Date: 11/25/98  
County Counsel

CITY OF PORTLAND

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Portland City Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Auditor

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

City Of Portland  
Block-By-Block Weatherization Program  
1998-99

## **Exhibit A**

# **SCOPE OF CONTRACTOR SERVICES**

For Multnomah County, Oregon  
Department of Community and Family Services  
Division of Community Programs and Partnerships (DCPP)

The Block-By-Block (BBB) Weatherization Program is a City of Portland funded, neighborhood-based conservation program providing free air sealing and insulation work in low income homes. This program will be marketed to lower-income households by partnering with neighborhood associations and neighborhood coalition offices.

Two "Fix-it Fairs" will be held (November 21st and January 23rd) to help residents learn about a variety of home improvement topics including energy savings, buying a new furnace, home security, home repair and improvement, fire safety, water conservation and other fix-it subjects. Do-it-yourself weatherization kits will be distributed at energy efficiency workshops offered at each fair. Qualifying lower income households can sign-up for free insulation services through Block-By-Block. These residents will receive in-home education and an energy audit to identify cost effective weatherization work which is installed licensed contractors or Multnomah County staff.

Multnomah County, Department of Community and Family Services Division of Community Programs and Partnerships (DCPP) will perform energy audits to identify measures to be paid for by BBB and select, schedule and pay contractors to perform the work. DCPP will provide in-home energy education, job inspections, submit applications for utility and state weatherization rebates and report to the City Energy Office.

The contractor shall perform the following.

1. Receive Block-By-Block application from the Portland Energy Office, entering names into a client database. The Energy Office will deliver approximately 200 qualified participant names. These will be added to the existing BBB waiting list (if any) and serviced on a first come first served basis, unless otherwise directed. If during the contract period, it appears that additional qualified enrollments will be needed to meet the goal to weatherize 125 homes, DCPP will notify the Energy Office.
2. Provide qualified Energy Auditors sufficient to complete energy audits in a timely manner.
3. Contact each BBB participant to schedule and perform a "Home Energy Visit" on each home enrolled. The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by DCPD and the Energy Office. The weatherization program WXEOR is pre-approved for use by DCPD on BBB jobs.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at a job cost of about \$950. DCPD and the Energy Office have jointly created a priority list stating which measures will be recommended and under which circumstances. The priority list will be revised as needed.

- (2) When a natural gas or oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O<sub>2</sub> and CO percentages, and steady state furnace efficiency. Also perform a combustion safety test. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and/or fire box liner (oil furnaces), (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to DCPD's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure. Oil burner replacement will be considered a major measure by itself, but may be combined with an insulation measure if an exceptionally good savings opportunity exists to also add insulation.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor, or County staff, if an insulation measure is installed.
- (4) Recognizing (a) that many BBB households are also eligible for services under federally funded weatherization programs and (b) that service under DCPD a home usually receives full insulation services rather than one major insulation measure, some BBB jobs may be transferred or "rolled-over" for service under DCPD's county-wide program. The number of BBB homes rolled over, and the type of rollover, will be mutually agreed on by city and county program managers.

There will be two categories of BBB rollover homes. The first category is "full-pay rollovers", meaning DCPD will fully weatherize the home without charge to BBB.

The second category is a "shared rollover", meaning BBB will pay for one major measure and DCPD will complete the weatherization

package with funding under the county-wide program. In the case of shared rollovers, any utility rebates will be split between BBB and the county based on the percentage of weatherization dollars spent by each agency.

B. In-Home Energy Education.

- (1) DCPD staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is 30 minutes.
  - (2) The Energy Office has worked jointly with DCPD to develop the In-Home Education Procedure, and produce supporting materials. These will be revised as needed.
  - (3) At the discretion of the energy auditor, the auditor may turn down the thermostat setting on water heaters.
4. Select contractor(s), schedule and pay for major measure work on approximately 125 homes as recommended and prioritized in the energy audit report. Standards for work performance shall comply with the most recent edition of Multnomah County's Weatherization Specifications. For wall insulation, DCPD will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by DCPD for use in their state funded weatherization program. The target for average subcontractor cost is \$950 per home.
- At the option of the DCPD, major measure and air sealing work may be performed by Multnomah County installers and/or DCPD jobs training personnel. Inspections will be required for all jobs performed by training crews.
5. Billing to the Block-By-Block program for this weatherization work will be made using a price schedule similar to the one developed for private sector contractors.
  6. Conduct post work inspections on at least 75 percent of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.

7. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Office of Energy, Northwest Natural, Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by DCPD in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$25,000 in rebates and administrative reimbursement.
8. Carryover to the 1998-99 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately zero dollars in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1999-00 Block-By-Block Program or returned to the Energy Office.
9. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 25, Progress Reports.
10. Maintain a client/job database, and use the database for monthly and final reports.
11. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement. Include statistics on type of space heat, utility, household income, breakdown of measures installed, blower door readings, etc.
12. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB; as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, DCPD shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

City Of Portland  
Block-By-Block Weatherization Program  
1998-99

**Exhibit B**  
**SCHEDULE FOR CONTRACTOR SERVICES**

For Multnomah County, Oregon  
Department of Community and Family Services  
Division of Community Programs and Partnerships (DCPP)

1. Contract begins. July 1, 1998
2. Two Fix-it Fairs are produced by the Energy Office and neighborhood associations. November 21, 1998  
January 23, 1999
3. Begin home energy visits. July 1, 1998
4. Assign and complete all weatherization work within 60 days of the audit/infiltration date.  
The schedule for completion is:
  - 40 completed by December 31, 1998
  - 60 completed by February 28, 1999
  - 90 completed by April 30, 1999
  - 125 completed by June 30, 1999
5. Complete inspections on 75 percent of the houses. Perform inspections within two weeks of receiving contractor invoice. On-going
6. Complete applications for utility and state rebates on all jobs. On-going
7. Contract ends. June 30, 1999
8. Submit final billing to Energy Office. August 30, 1999
9. Submit final report. August 30, 1999

City Of Portland  
Block-By-Block Weatherization Program  
1998-99

**Exhibit C**  
**BUDGET FOR CONTRACTOR SERVICES**

For Multnomah County, Oregon  
Department of Community and Family Services  
Division of Community Programs and Partnerships (DCPP)

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform energy audits and home education visits on all applications delivered to DCPP, post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. \$28,000

2. Provide insulation and weatherization services for approximately 125 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$92,000 as DCPP applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page) +92,000

**SUB-TOTAL: City Direct Funding** **\$120,000**

3. In addition to the contract budget, a rebate budget of \$25,000 is included (see the following page for details). This represents our best estimate of weatherization rebates to be collected under utility and state rebates and administrative reimbursements for this and previous years work. In no case shall the contractor spend rebate funds prior to receipt from utilities and the state.

(Therefore the combined weatherization rebate budget is zero carry-over, plus \$25,000 new = \$25,000) \$25,000

**GRAND TOTAL** **\$145,000**

## **REBATE BUDGET 1998-99**

In addition to the above contracted budget, DCPD will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1997-98 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program or returned to the Energy Office. The following is an accounting of the source of rebate funds to be used as a supplement to the \$92,000 budgeted for weatherization (item 2, previous page) on the current year's program.

1.	Rebates carried over from 1996-97.	<b>\$0</b>
2.	1997-98 Rebates. As of October 22, 1998 both parties estimate a zero balance for BBB rebates from the 1997-98 program budget. When a final accounting is completed, the rebates will be carried into the 1998-99 budget for direct weatherization.	
2.	Estimated of rebates to be collected on jobs weatherized during this current (1998-99) BBB Program.	<u><b>+25,000</b></u>
	<b>REBATE TOTAL (estimated)</b>	<b>\$25,000</b>

MEETING DATE: DEC 10 1998

AGENDA NO: C-6

ESTIMATED START TIME: 9:00

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement with the U.S. Department of Labor for Administration of Urban/Rural Opportunities Grant Funds, \$539,995.

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

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

**DEPARTMENT:** Community and Family Services **DIVISION:** Community and Family Services  
**CONTACT:** Lorenzo Poe/Regena Warren **TELEPHONE:** 248-3691  
**BLDG/ROOM:** B166/7th

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

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**Approval of the Intergovernmental Agreement with the U.S. Department of Labor for Administration of Urban/Rural Opportunities Grant Funds.**

12/10/98 ORIGINALS TO REGENA WARREN  
**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

98 NOV 30 PM 11:25  
CLERK OF COUNTY COMMISSIONERS  
MULTI-NOMINEE 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  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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

DATE: November 24, 1998  
TO: Board of County Commissioners

SUBJECT: FY1998-99 Intergovernmental Agreement between the Department of Labor and  
Department of Community and Family Services

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- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioners approval of the Intergovernmental 9910363 with the Department of Labor, effective September 30, 1998 through September 29, 1999.
- II. **Background/Analysis:** The Department of Community and Family Services received an Urban/Rural Opportunities Grant (UROG) fund for Empowerment & Enterprise Communities from the Department of Labor/Employment and Training Administration (see attached). The UROG grant supports School-to-Work activities currently administered by The Workforce Development Board. The Intergovernmental Agreement is for \$539,995.
- III. **Financial Impact:** Multnomah County Department of Community and Family Services will receive \$5,351 (1% ) of the total grant award for fiscal and program oversight. The Workforce Development Board will receive the remaining dollars via a contract. A budget modification is needed.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** The Urban/Rural Opportunities Grant-School to-Work activities relate to County Urgent Benchmark: Increase high school completion or an equivalent program.
- VII. **Citizen Participation:** The Portland/Multnomah Enterprise Community Commission is involved in reviewing these services.
- VIII. **Other Government Participation:** The Intergovernmental Agreement demonstrates cooperation and coordination in planning and implementation of School-to-Work activities for students who attend alternative schools in the Enterprise Community.

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

Contract #: **9910363**

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

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold; font-size: 1.2em;">             APPROVED MULTNOMAH COUNTY              BOARD OF COMMISSIONERS              AGENDA # <u>C-6</u> DATE <u>12/10/98</u>              _____              DEB BOGSTAD              BOARD CLERK           </div>

Department: Community and Family Services Division: Community Programs and Partnerships Date: November 23, 1998

Originator: Regena Warren Phone: x 28134 Bldg/Rm: 166/7

Contact: Regena Warren Phone: x 28134 Bldg/Rm: 166/7

Description of Contract: **This Intergovernmental Agreement is with the U.S. Department of Labor for administration of Urban/Rural Opportunities Grant funds.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): _____
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: <u>6/30/99</u>
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>U.S. Department of Labor</b>	Remittance Address _____
Address <b>Employment and Training Administration</b>	(If different) _____
<b>200 Constitution Avenue, N.W.</b>	
<b>Washington, D.C. 20210</b>	
Phone <b>(202) 219-8764</b>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <b>September 30, 1998</b>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <b>September 29, 1999</b>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <b>\$539,995</b>	<input checked="" type="checkbox"/> Requirements \$ _____
Total Amt of Previous Amendments \$ <b>-0-</b>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$ <b>-0-</b>	
Total Amount of Agreement \$ <b>\$539,995</b>	

REQUIRED SIGNATURES

Department Manager <u><i>Lolungo P...</i></u>	DATE <u>11/25/98</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie G...</i></u>	DATE <u>11/29/98</u>
County Chair <u><i>...</i></u>	DATE <u>12/10/98</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE						DEPT REFERENCE 624318					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	0142					9995F	Urban/Rural Opp. Grant	\$539,995	\$539,995

**U.S. Department of Labor**

Employment and Training Administration  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210



In Reply Refer To:  
U-7018-8-00-88-60

Mr. Lorenzo T. Poe, Jr.  
Director  
MULTNOMAH COUNTY, OREGON  
421 S.W. 6th Avenue, Suite 700  
Portland, OR 97204

SEP 30 1996



Dear Mr. Poe:

Enclosed is an executed copy of your recently awarded grant or agreement with the U. S. Department of Labor (DOL), Employment and Training Administration (ETA). This copy is being forwarded for your files.

ETA uses the Payment Management System (PMS) for the disbursement of funds to recipients. If you currently have a PMS (*Smart-Link*) account for an ETA grant/agreement with the same information (i.e., same payee name, address, Federal Tax ID/Employer Identification Number (EIN) and bank account number), do not submit another Direct Deposit Sign-up Form (SF 1199A). If you wish for the funds for this new grant to be deposited into a different bank account, then a separate PMS account needs to be established, since only one bank account, then a separate PMS account needs to be established, since only one bank account can be linked to each PMS account on our current system; you would, in that instance, need to submit a new SF-1199A.

If you need to establish a PMS account, you must submit a Direct Deposit Sign-up Form (SF-1199A) to:

Ms. Delma James  
U. S. Department of Labor/ETA  
OFAM/Office of Comptroller  
200 Constitution Avenue, NW - C5325  
Washington, D.C. 21210

Your financial institution will provide you with the SF-1199A and instructions for completing this form. (A sample of a completed form is enclosed.) Upon our receipt of your SF-1199A, our PMS Associate will complete the process and provide you with an Account Number and Password which you must use to access the PMS.

Questions on the completion of form SF-1199A or on *Subaccount* information should be directed to Delma James or Julia Murray on (202) 219-8764. Questions concerning your grant/agreement should be directed to your Grant Officer's Technical Representative (GOTR), as indicated in your grant award document. All communications should include your specific grant or agreement number as assigned.

Sincerely,

*Janice E. Perry*  
JANICE E. PERRY  
Grant/Contracting Officer

Enclosures

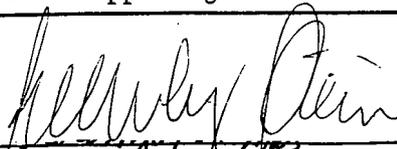
DEPARTMENT OF LABOR EMPLOYMENT AND TRAINING ADMINISTRATION	GRANT / AGREEMENT AWARD NOTIFICATION
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Under the authority of the *School-to-Work Act*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - **Urban/Rural Opportunities Grants for Empowerment Zones & Enterprise Communities.**

Name & Address of Awardee: <b>MULTNOMAH COUNTY</b> 421 S.W. 6 <sup>th</sup> Aveue, Suite 700 Portland, OR 97204	Agreement # U-7018-8-00-88-60 CFDA # 17.249 Account Code# A190-7-\$-U9AA-11254-4100
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- ▶ The Period of Performance shall be 12 Months from Execution.
  - ▶ Total Government's Financial Obligation is \$539,995 (unless other wise amended).
  - ▶ Payments will be made under the *Payments Management System*, and can be automatically drawn down by the awardee on an as needed basis covering a *forty-eight (48)* hour period.
- In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:
- Uniform Administrative Requirements:*
- ▶ 29 CFR Part 97, for State/Local Governments and Indian Tribes; OR
  - ▶ 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
- Cost Principles:*
- ▶ OMB Circular A-87, for State/Local Governments and Indian Tribes;
  - ▶ OMB Circular A-21, for Institutions of Higher Education; OR
  - ▶ OMB Circular A-122, for Non-Profit Organizations.
- Other Requirements:*
- ▶ 29 CFR Part 96, Single Audit Act
  - ▶ 29 CFR Part 93, Lobbying Certification
  - ▶ 29 CFR Parts 33 and 34, Nondiscrimination and Equal Opportunity Requirements
  - ▶ 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
  - ▶ Grant Award Document, Parts I through IV, and attachments.

The awardee's signature below certifies full compliance with all terms and conditions as well as the above stated grant regulations and certifications, and that this document has not been altered.

Signature of Approving Official - <i>AWARDEE</i>	Signature of Approving Official - <i>DOL / ETA</i>
 _____ (Signature / Date) Beverly Stein, Multnomah County Chair (See Page 2, SF-424, for Certified Signature) (Type Name and Title)	SEP 30 1998  _____ (Signature / Date) Laura A. Cesario, Grant Officer (Type Name and Title)

# APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: <input type="checkbox"/> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	7. DATE SUBMITTED July 21, 1998	Applicant Identifier
		2. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: MULTNOMAH COUNTY, OREGON	Organizational Unit: DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
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Address (give city, county, State and zip code): 421 SW 6th Avenue, Suite 700 Portland, Oregon 97204	Name and telephone number of the person to be contacted on matters involving this application (give area code): Robert G. Okey (503) 248-3691 ext 28801 (503) 248-3379 (fax)
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6. EMPLOYER IDENTIFICATION NUMBER (EIN): 9 3 - 6 0 0 2 3 0 9	7. TYPE OF APPLICANT: (enter appropriate letter in box) <b>B</b> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify):
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8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <b>B</b> <input type="checkbox"/> A. Increase Award    B. Decrease Award    C. Increase Duration D. Decrease Duration    Other (specify):	9. NAME OF FEDERAL AGENCY: DEPARTMENT OF LABOR DEPARTMENT OF EDUCATION
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10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 7 - 2 4 9 TITLE SCHOOL TO WORK	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: ALTERNATIVE SCHOOLS PATHWAY
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12. AREAS AFFECTED BY PROJECT (cities, counties, States, etc.):  
MULTNOMAH COUNTY, OREGON

13. PROPOSED PROJECT: Start Date: On Award Ending Date: 12 months	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 1 b. Project: 1 & 3
---	---

16. ESTIMATED FUNDING:	15. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 539,995 .00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE July 1, 1998
b. Applicant \$ .00	b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372
c. State \$ .00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$ .00	
e. Other \$ 30,000 .00	
f. Program Income \$ .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes    If "Yes," attach an explanation. <input checked="" type="checkbox"/> No
g. TOTAL \$ 569,995 .00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative Lorenzo T. Poe, Jr.	b. Title Director	c. Telephone number (503) 248-3691
d. Signature of Authorized Representative <i>Lorenzo T. Poe Jr.</i>		e. Date Signed 9/17/98

Previous Editions Not Usable

Standard Form 424 (REV 4-89)  
Prescribed by OMB Circular A-102

*PART I*

*STATEMENT OF WORK*

(The awardee's proposal - Attachment 1 - is incorporated as the Statement of Work.)

*PART II*  
*BUDGET INFORMATION*

PART II - BUDGET INFORMATION

**SECTION A - Budget Summary by Categories**

	(A)	(B)	(C)
1. Personnel	\$		
2. Fringe Benefits(Rate %)			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual	480,995		
7. Other (Evaluation)	5,000		
8. Total, Direct Cost (Lines 1 through 7)	\$485,995		
9. Indirect Cost(Rate 10 %)	54,000		
10. Training Cost/Stipends			
11. TOTAL Funds Requested (Lines 8 through 10)	\$539,995		

**SECTION B - Cost Sharing/ Match Summary (if appropriate)**

	(A)	(B)	(C)
1. Cash Contribution	30,000		
2. In-Kind Contribution	\$		
3. TOTAL Cost Sharing / Match (Rate %)	\$		

**NOTE:** Use Column A to record funds requested for the initial period of performance (i.e. 12 months, 18 months, etc.); Column B to record changes to Column A (i.e. requests for additional funds or line item changes; and Column C to record the totals (A plus B).

(INSTRUCTIONS ON BACK OF FORM)

*PART III*

*ASSURANCES / CERTIFICATIONS*

*(Refer to face sheet of award document)*

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance, and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (6) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- (10) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93.205).
- (12) Will comply with the Wide and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wide and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
- (14) Will comply with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89.544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

## Lobbying Certification (20 CFR Part 03)

### Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(see reverse for public burden disclosure)

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____ if known:</p> <p style="text-align: center;">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime.</p> <p style="text-align: center;">Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>_____ actual _____ planned \$ _____</p>	<p>13. Type of Payment (check all that apply)</p> <p>_____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash _____ b. in-kind; specify: _____ nature _____ value</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      YES      NO</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES  
(Continuation Sheet)

Reporting Entity:

Page \_\_\_\_\_ Page \_\_\_\_\_

## *PART IV*

### *SPECIAL CLAUSES AND CONDITIONS*

*Should there be any inconsistency between these Clauses / Conditions and the Awardee's proposal, these Clauses / Conditions shall govern; and if between the Statement of Work and the Awardee's proposal (Attachment #1), the Statement of Work shall govern.*

## PART IV - SPECIAL CLAUSES

### Clause #1:- BUDGET LINE ITEM FLEXIBILITY

- ▶ Flexibility is allowed within the grant budget (*except wages, salaries and fringe benefits*), provided no *single line item* is increased or decreased by more than 20%. Changes in excess of 20% and any changes in wages, salaries and fringe benefits, **MUST** receive prior written approval from the Grant Officer.
- ▶ Any changes in mix or match within the wages and salaries line *does not* require a grant modification. However, these changes must be reviewed by your assigned DOL Grant Officers Technical Representative (GOTR) prior to implementing these changes.

### Clause #2:- INDIRECT COST RATE AND COST ALLOCATION PLAN

This clause is applicable to all awardees receiving funds from multiple sources. (Fill in as appropriate)

- ▶ An approved Cost Allocation Plan dated \_\_\_\_\_ has been provided. (Copy Attached)
- ▶ An Indirect Cost Rate of \$ \_\_\_\_\_ %, has been approved for activities under this agreement based on written documentation received. An Indirect Cost ceiling, not to exceed, \$ 54,000 has also been applied, and shall remain unless otherwise amended.
- ▶ A Temporary Billing Rate of \$ \_\_\_\_\_ has been approved for the first 90 days of the grant period. This rate is based on the fact that your organization has not established an Indirect Cost Rate. Within this 90 day period, you must submit an acceptable indirect cost proposal to your cognizant agency for a *provisional rate*. *Failure on your part to submit an indirect proposal within this 90 day period means that you shall not receive further reimbursement for your billing rate.* If DOL is your cognizant agency, proposals shall be sent to the appropriate DOL Regional Office or the following:

Office of Cost Determination  
U.S. Department of Labor, OASAM  
200 Constitution Avenue, N.W. Room S-1522  
Washington, D.C. 20210

Call 202-219-8391 for questions on Indirect Cost Rates

The total amount of DOL's financial obligation under this award *will not be* increased to reimburse awardee organizations for higher negotiated indirect cost rates than those rates identified in this clause.

Clause #3:- YEAR 2000 COMPLIANCE AND REPORTING  
REQUIREMENTS

- ▶ Any service, product, report or other information generated by a computer for a period of time that goes beyond December 31, 1999, provided by the contractor/grantee to the Government must be "year 2000 compliant." The definition of "year 2000 compliant" means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, "year 2000 compliant" information technology when used in combination with other information technology shall accurately process date/time data if the other information technology properly exchanges date/time with it.

## PART IV - SPECIAL CONDITIONS

1. Grant Officer's Technical Representative: The DOL/ETA Grant Officer's Technical Representative (GOTR) for this grant/agreement is:

Wes Davison  
U.S. Department of Labor/ETA  
1111 Third Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-5642

The GOTR is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

2. Equipment: Awardees must receive *prior approval* from the DOL/ETA Grant Officer for the purchase and/or lease of any equipment with a *per unit acquisition cost of \$5,000 or more, and a useful life of more than one year*. This includes the purchases of ADP equipment. A detailed description of equipment to be purchased, including price quotes, should be included with the awardees proposal. If not, awardees must submit this required detailed description list to the GOTR for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
3. Program Income: The awardee is authorized to utilize the "addition method" if any *Program Income* is generated throughout the duration of this grant/agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]; or [29 CFR Part 97.25(c)(g)(2)]
4. Pre-Award: The awardee hereby agrees that any allowable costs incurred by the awardee pursuant to this grant/agreement, prior to the obligation of funds by the Department are *incurred at the awardee's own risk*.
5. Reports: The awardee shall report program outlays (expenditures) and program income on an accrual basis. The awardee shall submit two copies of the following reports to the GOTR identified in Item #1 above: **(DO NOT MAIL REPORTS DIRECTLY TO THE GRANT OFFICER)**

- (A) Quarterly Financial Status Report (SF269) (Attachment #2 ) until such time as all funds have been expended or the period of availability has expired. Quarterly reports are due 30 days after the end of the calendar year quarters;
  - (B) Quarterly Progress Reports due 30 days after the end of the calendar year quarters;
  - (C) The Final Reports must be submitted no later than 90 days after the grant expires.
6. Consults: Consultant fees paid under this grant/agreement shall be limited to \$400 per day without additional DOL Grant Officer approval.
  7. Rebates: The awardee agrees to advise the Grant Officer, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
  8. Publicity: No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
  9. Public Announcements: When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
  10. HBCU: In compliance with Executive Order 12876, awardees are strongly encouraged to provide subcontracting or subgranting opportunities for Historically Black Colleges and Universities.

*ATTACHMENTS*

*#1 - AWARDEE'S PROPOSAL*

*#2 - FINANCIAL STATUS REPORT (SF269)*

## Selection Criterion 1A: Comprehensive Local STW Opportunities System and Plan

### ***Integration of school-based and work-based learning and linkages between secondary and post-secondary education***

The strategies of this *Alternative Pathways* project focus on substantially strengthening the STW system serving Region 2 (Multnomah and Washington Counties and the City of Portland). Funds from this proposal will specifically serve alternative students and schools within the Enterprise Community (EC), and seek to accomplish some of the EC's key educational benchmarks, which include increases in: the high school graduation rate, the numbers of adults with post-secondary education, and the numbers of people leaving post-secondary education course work with skill sets to match workforce needs. This project will establish within the EC a comprehensive multi-year pathway based on STW principles to transition students in the alternative education environment to community college, professional-technical education or apprenticeships and/or entry level jobs which can lead to high-wage, high-skill employment. The linkage of alternative schools with the community college is fundamental to this project.

Students will, in effect, step on to the *Alternative Pathway* when they enter the alternative school. STW experiences are generally used to introduce students to the expectations of the world of work, and expose them to a variety of career options, and typically do not directly introduce students to community college or other training. As a means to achieve career goals identified through STW experiences, *Alternative Pathways* students will be introduced to community colleges and professional-technical training and other training, such as apprenticeships, through comprehensive and intense career awareness, career orientation and structured work-based learning experiences, such as

job shadows, mentorships and field trips. Students will encounter a broad range of career and educational options at both the alternative school and college levels. Building upon model classroom-based and structured work-based learning programs already identified within the EC, staff will adapt and/or develop classroom-based and structured work-based learning activities that integrate occupational and academic curriculum, build effective pathways based on a student's interest and consistent with high demand occupations within the local labor market which offer living wages, and provide effective career guidance and exploration opportunities. *Alternative Pathways* draws heavily on existing local and state integration models. Successful program models include the Alpha High School metals program with its strong connection to the community college, and Open Meadow Learning Center's "Corps Restoring the Urban Environment (CRUE) program," a local work-based project supported by the National Association of Service & Conservation Corps.

Region 2 has approximately 119 alternative schools serving nearly 10,000 secondary students. Eight alternative schools serve approximately 1,600 students within the EC. Young people in the EC drop out of high school at more than twice the average rate for Multnomah County. Clearly, these students need intensive academic and personal support from caring adults and communities. This project has an enormous capacity to establish an infrastructure to meet these student needs.

The EC has identified a stronger connection between business and education to provide STW transition services and access to post-secondary education as critical needs for the youth residing and attending school in this area. Funds from this grant will provide for staff who will generate work-based opportunities, develop and implement integrated,

contextualized curriculum with current instructors, provide advocacy at alternative schools, transition services at the community colleges, professional development for current staff, and carry out the STW and community college transition plans. Project schools will be linked to the *STW Information System (SWIS)*, a computerized system which matches students' specific STW needs with employers offering appropriate opportunities. Staff and students can search for all of the activities mandated in Title 1 of the STWOA. *Alternative Pathways* will increase access to STW opportunities and enrollment in post-secondary education for alternative school students within the EC.

### **Systemic change**

The *Alternative Pathway* system is a unique model, built on creating systemic change through community-based partnerships that will bring education reform and high skill/ high wage careers to typically underserved students; systemic change that will bring the benefits and higher academic standards of education reform. Oregon's sweeping education reform act—*Oregon Educational Act for the 21st Century*—is designed to better prepare students to meet rigorous academic and career related learning standards as well as furthering lifelong learning. *Alternative Pathway's* STW strategies will serve to help the most at-risk students achieve the high standards reflected in the Certificate of Initial Mastery (CIM) and the Certificate of Advanced Mastery (CAM). Students will also be on a pathway to meet emerging state and national skills standards which are key to preparing for high-skill/ high-wage careers.

The local community colleges, Portland Community College (PCC) and Mt. Hood Community College (MHCC), are integral to the successful implementation of *Alternative Pathways*. Systemic change at the community college level includes building on and

expanding the model PCC-pilot program for supporting and facilitating the successful transition of at-risk students from alternative schools to community college. The "Yes, I Am" Center at PCC opened in September, 1997. It helps at-risk students succeed in community college by providing skill development, case management, mentors and internships. Support groups and organized activities enhance social development. The 60 students participating in this pilot have demonstrated academic success with a 70% retention rate.

Additional systemic change will occur in the area of alternative school curriculum. Both PCC and MHCC have committed to designating twenty staff days during the 1998-1999 academic year for technical assistance and planning with alternative school instructors related to contextualizing and integrating alternative school curriculum, to ensure consistency in contextual, proficiency-based instruction and outcomes at both secondary and post-secondary levels. The alternative schools participating in the Alternative Pathways project will transform their curriculum from a traditional GED focus to an integrated, contextualized curriculum, organized and delivered around career pathways. This curriculum will be designed to provide learners with the skills and knowledge required to meet the new CIM academic standards as well as to pass the community college placement exams at non-remediation levels.

*Alternative Pathways* will foster systemic change in other significant areas, as well. Strong collaborative effort among the public schools, community colleges, alternative providers, employers and organized labor will act to produce systemic change by: 1) defining academic and industry skills and knowledge required for entry level employment in high demand occupations within the regional labor market; 2) developing articulated

agreements between alternative providers and community colleges; 3) incorporating agreements of required standards for student achievement; 4) identifying, and as necessary, developing of course content standards and curriculum frameworks that meet community college standards for granting college credit for high school work; 5) offering courses collaboratively by the partners listed above, using the national industry skills standards where appropriate; and, 6) identifying courses for contextualization, followed by developing curriculum and instructional methodologies.

### ***Full Range of options***

Students will learn career planning strategies, engage in assessment activities, and learn about a broad range of career and educational options through STW activities, involvement in career themes and contextualized learning experiences. Career counseling and guidance, including labor market information, will assist them in making and implementing informed career choices. While in alternative school, students may earn college credit for classes taken at the school or the college. Opportunities for higher education, additional training, and employment in high-skill, high wage jobs will be woven throughout the *Alternative Pathway* process to assure students know the full range of options. The high school diploma or GED will be seen as an intermediate degree with the Associate Degree or skills certificate as a means to high wage employment. Professional development will assure that staff learns new ways to work with students. Because the *Alternative Pathway* is a multi-year experience, the student will have ample opportunity to sample a broad range of educational and occupational options.

### ***Coordination with existing STW programs***

Because *Alternative Pathways* is intended to strengthen the existing STW system, coordination is fundamental. The Workforce Development Board (WDB), its STW Action Team and affiliates comprise the local partnership responsible for the design, implementation and oversight of Region 2's STW system. The WDB is also the Region 2 policy and funding body for State and Federal education and training programs, including STW. They have coordinated the development of this proposal in conjunction with the EC; their policy and program influence will continue during the implementation of *Alternative Pathways*. This project will integrate activities and funds such as Carl Perkins, JTPA, and other Federal, State and local funding. Currently, *Alternative Pathways* is connected to JTPA funds (8%, IIB, IIC) through contracts with EC alternative programs and with Carl Perkins through the Portland Area Vocational Technical Consortium (PAVTEC) and the Mt. Hood Professional Technical Consortium. The *Alternative Pathways* Steering Committee consists of leaders of key local and state entities (see partnership list in the Eligibility section)

### ***Needs of the local labor market***

The EC area represents an available workforce of more than 14,000 people. Because the target area is primarily residential, Portland's 1994 EC Plan linked residents with the surrounding job-generating areas (Rivergate, the Columbia Corridor, and the Central City), with employment in manufacturing—especially in the high demand occupations in the metals trades and semiconductor manufacturing—warehousing, banking, retail, government, and other services. Since 1994, Region 2's economic growth has been in high technology, bio-technology, and horticulture, as well as those listed above. Because most labor market growth in regional targeted industries has occurred in

suburban areas, transportation assistance to worksites will be available to alternative school students in the *Alternative Pathways* project. Students in the *Alternative Pathways* project will have multiple options within and near the EC area.

### ***Targets occupational clusters***

The *Alternative Pathway* curriculum will be organized around the six Certificate of Advanced Mastery (CAM) endorsement areas as legislated in *Oregon's Educational Act for the 21st Century*: (1) Arts and Communications, (2) Health Services, (3) Human Resources, (4) Business and Management, (5) Industrial and Engineering Systems, and (6) Natural Resource Systems. This project will focus on preparing students for entry into a wide range of careers across a variety of growth industries in each endorsement area, by providing them with the core, foundation academic, employability and technical skills which they will need for success. Through Regional Strategies Boards, each economic development region of the state targets specific industries for development. In Region 2, targeted industries are high tech/semiconductors, metals, and environmental biotechnology. Multiple state and local efforts strategize to find local workers rather than importing them. *Alternative Pathways* students will be introduced to these high demand occupations through STW strategies both at the alternative school and community college level.

Consistent with preparing the emerging workforce for local target industries, *Pathways* may also become a demonstration in a statewide High Technology Manufacturing Core Curriculum project. This project is focused on developing a core curriculum at the 2-year Associate Degree community college level that cuts across manufacturing employers with the common characteristic of high technology production

processes. Electronics, semiconductor, metals, plastics and food processing have been identified for initial focus. As this project develops, it could involve the two current *Pathways* pilot sites, the Youth Employment Institute alternative school and Oregon Council for Hispanic Advancement's LISTOS alternative school, as demonstrations of the efficacy of the core High Tech Manufacturing curriculum as a path into a variety of careers across industry sectors.

### ***Academic and human service needs***

A key element in the *Alternative Pathway* system is the plan to assess and address the academic and social service needs of students. Teacher assessment, state benchmarks, and portfolio assessments, combined with electronic assessments currently in use by Portland Public Schools and the Multnomah ESD, will be used to continuously assess student academic gains and deficiencies. The *Alternative Pathway* Steering Committee believes a continuum of comprehensive case management through staff advocates is critical to a student's ability to succeed in community college or in high wage, high-skill jobs. The Urban League and the Sar Levitan Policy Center report that counseling for the entire family has been found to be critical for creating a family support system for the student going through transition.

*Alternative Pathways* will assess academic and social service needs, and provide case management and access to needed social services. Case management will be provided by alternative school and community college staff. Social services will be delivered primarily through Multnomah County's and the State's Family Centers and Family Resource Centers which are easily accessible and serve the whole family.

*Alternative Pathways* will also link with the Multnomah County Attendance Initiative, a new large-scale, county-wide initiative to retrieve youth who are truant. *Alternative* schools within *Alternative Pathways* will reach out to those youth who float in and out of the alternative school system due to work, juvenile justice, or other issues. Ideally, these efforts will result in out-of-school youth returning to the school system via an alternative school. Multnomah County will then use wrap-around services to retain these youth to enable them to participate in *Alternative Pathways*.

#### **Selection Criterion 1B: Comprehensive Local STW Opportunities System and Plan**

The partners in this project are the leaders in STW in the Portland area. The WDB is the entity mandated by the Oregon Department of Education to effectively sustain the STW system, pursuant to the STWOA, already established with federal STW funds. The Title I activities have been priorities for this region for four years, and are already well established within the public schools. *Alternative Pathways* will embed these same components within alternative schools to provide equal opportunities for all students.

#### ***Work-based learning component***

*Alternative Pathways* will give students a variety of intensive, high standards-based, integrated learning experiences related to their developing career interests and expertise. Collaboration between the student and the staff will result in a tailored STW plan which outlines anticipated structured work-based learning experiences. For employed students, the staff will work with employers to integrate work-based learning into the existing or future job assignments and help students meet a variety of standards.

Over 10,000 employers in Region 2 participate in STW. Many alternative schools have active business advisory boards who provide STW experiences and input into

workplace skills and curriculum. This project will create and expand existing employer connections. *Alternative Pathways* partners will work as a team to involve employers in STW learning activities. Students will participate in a broad range of work-based learning activities such as job-shadowing, unpaid and paid work experience, internships, and mentoring.

Model programs and best practices for structured work-based learning will be identified and replicated through this grant. *Alternative Pathways* will build on existing employer-based work experience models at the community colleges. Existing model work-based programs in alternative schools such as Alpha High School's Metals or Portland Youth Builders' carpentry programs will become available to a larger cohort of students. Student enterprises, such as Helensview's espresso cart, may also be replicated. The *Alternative Pathways* staff will work with business, industry, and labor to identify avenues for business sponsorships and/or partnerships in work-based learning. These partners will be involved in setting the standards for the model work-based programs initiated through the grant. The two pilot schools currently in place through JTPA 8% funds will provide paid career-linked, structured work experiences for the first round of students engaged in *Alternative Pathways*.

All project partners will facilitate the participation of Oregon Business Council companies, industry associations, organized labor and chambers of commerce in offering employer training modules which focus on ingraining STW into the way companies operate. Special emphasis will be given to prepare employers and employees to work effectively with at-risk youth in the workplace.

### ***School-based Learning***

Oregon is known nationally for the Certificates of Initial and Advanced Mastery (CIM and CAM) required by state legislation. These high standards require that students demonstrate their knowledge and skills. STW offers strategies for students to achieve these high standards; indeed STW can enable students to earn the CIM and the CAM. In *Alternative Pathways*, students will be introduced to employability skills, labor market information, and the six targeted career pathways. Students will use the Career Information System (CIS), along with classroom and worksite activities for career planning. Through school-based experiences, primarily career awareness and contextual/project-based learning, students will begin to develop a sense of career pathway options and interests. Students will visit college campuses for orientation to the professional-technical and academic courses of study. Career themes and contextualized learning will be integrated into core class instruction. Students will have the opportunity to take exploratory courses in their chosen career area at the community college while enrolled at the alternative school. Project staff will identify and increasingly utilize mechanisms, such as distance learning, for college credit courses to be available at the alternative schools. Secondary and post-secondary academic credit will be offered for some work-based learning experiences. In all cases, high academic and work place skill standards will be emphasized. Community college and alternative school faculty will jointly design curriculum to help students meet standards. New and applied curricula will be based on CIM and CAM standards and will include business, industry, and labor review. These principles will be applied to GED preparation as well as to high school completion and community college preparation. GED and high school will be approached as an

intermediate step on the pathway to high skill, high wage jobs and post-secondary education.

### ***Connecting Activities component***

Highly collaborative in nature, the *Alternative Pathways* model proposes a wide range of programmatic and administrative project activities to create a functional link between student school-based and work-based activities, as well as between the various organizations involved in the region's STW efforts.

Currently, a dozen alternative schools are already linked to the regional STW Information System (SWIS), which is internally linked to the state-wide STW system. With grant funds, the remaining target alternative schools in the *Alternative Pathways* project will be linked. SWIS matches students to STW activities and keeps individual student records on student participation in STW activities. The Business Education Compact, who manages SWIS, is already in the process of setting up SWIS at every alternative school who requests it, free of charge, assuming the required hardware is in place. Each alternative school who participates in *Alternative Pathways* will have and utilize SWIS to connect students to STW activities.

### ***Assessment***

Effective assessment processes, best practices and standards will continually be developed through a collaborative process. Industry skill standards, nationally and locally defined, will drive curriculum development and revision. One of the National Skill Standards Board's Linkages Projects is based in Oregon, and its project manager sits on the *Pathways* Steering Committee. This project has defined core, foundational academic, employability and technical skill standards in two of the region's target industry clusters:

retail/wholesale trades and financial services. These skills have been validated by Oregon employers.

There are several activities and practices already underway in the Portland metropolitan area that will assist in assessing students in the *Pathways* project. The WDB has just completed a validation of workplace entry skills standards with a sample of the region's employers within manufacturing (semiconductor and metals) and information technology industry sectors. This is a local application of national skills standards from the three industries for the purpose of employer consensus across industries on the workplace entry skills standards deemed most critical by employers. The employers' primary emphasis is on standards relating to Human Relations/Interpersonal Relations, Communications, Safety, and Applied Math; basic academic and foundation skills essential for an individual's success in the first job and continued success on career paths to higher skill, higher wage levels.

Next steps in this regional project include identification and application of tools and procedures for authentic assessments of proficiencies in these areas; development of learning activities that incorporate the context of work environments; and development or adoption of a credentialing process to certify proficiencies to employers. Skills standards, assessment procedures, and credentialing from this project will be incorporated into curriculum and work-based learning components of *Alternative Pathways* as these become available.

Oregon's actions to provide certificates based on CIM and CAM standards are recognized nationally. RASC will continue to sponsor professional development

experiences to train teachers in the development and administration of standards-based authentic classroom assessment based on Oregon's CIM and CAM academic standards.

### ***Flexible STW Opportunities System***

After four years of concentrated efforts with federal and local funding, Region 2 already has an established flexible STW system. The *Alternative Pathways* Steering Committee feels strongly that participating students will have broad academic and career opportunities. Students will have flexibility to develop and change career paths. Continuous exposure to various career pathways via school and work-based STW experiences will create ongoing opportunities for students to explore a variety of career options. A student may take a class at a community college or attend community college for a term and then return to the alternative school with a clearer career direction. There are multiple industries and hundreds of occupational areas within each CAM endorsement area which will encourage students to explore career options. Career exploration will occur through classroom activities, job shadows and mentorships. Students will never be expected to remain within one career area, but will be encouraged to explore other areas and alter their focus as they wish.

### ***Staff Development***

Professional development and curricula development based on best practices and model programs research are key components of this proposal. RASC will broker professional development for the alternative school and community college personnel involved in *Alternative Pathways*. To assist in the school-based component implementation, RASC will host several professional development work sessions each year that address means to equip students to master CIM and CAM standards and align

the various curriculum. Professional development plans will be developed for instructors and support staff to include integration of professional technical training and academic areas and contextualized methodologies. Professional development will include training in standards-based authentic assessment, integration of professional technical training and academic areas, contextualization methodologies, technology-based instructional techniques and working with the community and employers to achieve STW goals.

The Curriculum Specialist funded through this grant will lead the active curriculum Sub-committee that began work through by the *Alternative Pathways* fall 1997. Staff will develop, adapt, or adopt existing curricula to build pathways that are consistent with high demand occupations, identify course content standards and curriculum frameworks that meet community college standards, and use STW models and strategies to help students achieve high standards based on CIM and CAM requirements. Curriculum goals include: aligning CIM and GED curriculum; align community colleges with CIM and CAM standards; align CIM, CAM and GED with the ASSET and CPET community college placement exams and with the PREP community college proficiency standards; develop standards based assessment tools; analyze STW framework within each alternative school; and integrate professional, technical and academic areas at all stages.

Portland Community College is a national leader in distance education and the utilization of authorized instructional technologies which will be shared with the participating alternative schools and project staff. The WDB, Portland Community College and Mt. Hood Community College will also provide limited technical assistance, in areas such as hardware, applications, Internet connectivity and networking. Referrals to other technology resources/funders will be made.

## Selection Criterion 2: Quality and Effectiveness of the Local Partnership

### *Continuing commitment of partners*

The EC Commission, comprised of leaders from education, law enforcement, social service and the private sector, is the body responsible for overseeing all projects within the EC. *Alternative Pathways* promotes many of the EC's original and current targets, benchmarks and strategies for revitalizing this community. The WDB, comprised of business, education, government, community based organizations and organized labor representatives concerned with educating a qualified workforce, is the local partnership responsible for setting policy and administering funds for workforce development in Region 2. The WDB is also responsible for the design, implementation, oversight and sustainability of Region 2's STW system. The WDB's priority agenda items have been Oregon's education reform and STW implementation. Its most active subcommittee continues to be its STW Action Team.

The regional infrastructure for STW consists of three geographical sub-regions of Region 2 and the region-wide Regional Alternative Schools Consortium (RASC). RASC, a network of Region 2 alternative schools, was established in 1994 to continue the development of a STW system in Region 2 through implementation of STW activities for alternative school students, to serve as a clearinghouse for information, especially innovative models, and to foster professional development for alternative school personnel. All alternative schools in the EC, the rest of Region 2, Portland Community College, Mt. Hood Community College, Portland Public Schools, and multiple community-based organizations are members of RASC. The central sub-region consists solely of Portland Public Schools (PPS), who contracts with all alternative schools in the EC who

would be funded under this grant. PPS holds all of its alternative schools accountable to provide valuable STW activities for their students and provides staff development activities around STW and higher academic standards.

The *Alternative Pathways* project includes all required partners (see eligibility documents), and all stakeholders are represented on the network of local committees. Each committee has accepted responsibilities for implementation, maintenance and sustainability of STW opportunities and educational reform within Region 2. Planning for sustainability targets reallocation of existing resources, grant development, business marketing and private foundation support to continue the regional STW system now that the Federal Implementation Grant funds for Region 2 are exhausted. Because *Alternative Pathways* is firmly connected to the existing STW system, it will serve to strengthen the existing system's commitment to serve all students by serving students not typically fully served. The full STW partnership supports this initiative. The *Alternative Pathways Steering Committee* will assure effective grant implementation and timely communication among the required partners with regular reports to the WDB, RASC, and the STW Action Team.

The Multnomah ESD (MESD), a significant partner in the regional STW system, particularly for alternative school students, is also a significant partner in the *Alternative Pathways* project. As the regional educational agency, they are responsible to supervise instruction and all other student services in Multnomah County, including the EC.

#### ***Commitment to STW Opportunities System***

Workplace partners and other interested parties will either be members of the *Alternative Pathways* Steering Committee, or connected through the multiple committees

within the STW infrastructure. Fundamental to Region 2's STW system are efforts to continually improve and expand relationships with workplace partners including the WDB members, Oregon Business Council, the metals trade and semi-conductor consortia, other industry associations and small business associations. Because local employers are finding it very difficult to recruit qualified workers, they have energetically joined in workforce development efforts, and continue to demonstrate their willingness to support students in alternative education.

The continuing commitment of workplace partners will stem from their commitment to achieve the goals of the project; roles and responsibilities are outlined on page 21.

### ***Public/Private Collaboration***

The WDB has a private sector majority and private sector leadership (chair and vice-chair) and its STW Action Team was established on the same model, with private sector leadership. The area's business leaders are active in education, especially STW, through numerous industry associations and multi-industry groups. The private sector leaders feel responsible to continually collaborate with schools in creative ways to engage students in STW; they demonstrate this consistently.

### ***Participation of workplace partners***

Workplace partners have been leaders in the local STW partnership since its inception. These representatives have committed to serving on the *Alternative Pathways* Steering Committee.

This project will build upon the participation and interest in the system by increasingly active relationships with local business and labor organizations such as the Oregon Business Council, industry associations, chambers of commerce, and business

advisory boards of alternative schools. Private sector and industry representatives will assist in developing industry standards for career clusters and serve on the *Alternative Pathway* Steering Committee. Employers will provide teacher worksite opportunities through the Business Education Compact's Teacher Internship Program. Expansion of SWIS to all alternative schools will keep employers linked to the entire system. It will make STW activities identified by employers available to all students. Concerted efforts at the regional level, facilitated by the employer STW leaders, will continue to further streamline employer participation in STW through employer training modules, marketing, dissemination of return-on-investment materials, region-level STW summits and best practices showcases.

### ***Roles and responsibilities***

To assure effective implementation of the *Alternative Pathways* grant, the following roles and responsibilities have been identified:

<p><b>ALL PARTNERS</b></p> <ul style="list-style-type: none"> <li>* active participation as a member of the Alternative Pathways Steering Committee</li> </ul>
<p><b>MULTNOMAH COUNTY/ENTERPRISE COMMUNITY: Fiscal Agent</b></p> <ul style="list-style-type: none"> <li>* provide grant oversight</li> <li>* facilitate connections of <i>Alternative Pathways</i> with other EC-funded solicitations and programs</li> </ul>
<p><b>WORKFORCE DEVELOPMENT BOARD: Contractor / Administrative entity</b></p> <ul style="list-style-type: none"> <li>* all sub-contracting</li> <li>* financial management</li> <li>* technical assistance</li> <li>* facilitate connections of <i>Alternative Pathways</i> with other WDB-funded solicitations and programs</li> <li>* develop resources to sustain the project after expenditure of grant funds</li> <li>* report to RASC, the WDB, Federal STW office and State STW office on project progress</li> <li>* MIS, including outcomes and grant reporting</li> <li>* facilitate connections of <i>Alternative Pathways</i> with other WDB-funded solicitations and programs</li> <li>* leverage UROG funds with other STW and youth funds within the region, including JTPA, Carl Perkins, STW, county and city funds</li> <li>* facilitate validation of industry-based skill standards and integration of participating business and labor with a regional skills standards credentialing process</li> <li>* engage active participation of business and industry in <i>Alternative Pathways</i>, as partners in STW activities and employment of student participants</li> <li>* collaborate with all other partners in implementing specific aspects of project as appropriate and beneficial (e.g., in marketing this project to business; in participating in developing and validating industry-based skill standards, in developing contextualized classes)</li> </ul>

- \* develop resources to sustain the project after expenditure of grant funds
- \* facilitate employer assessment of student skills and curriculum.

**ALTERNATIVE SCHOOLS (6): Sub-Contractors**

- \* Hire and supervise STW/Advocacy staff
- \* Supervise teacher release time / professional development
- \* Work closely with PCC and/or MHCC to develop and align an integrated, contextualized curriculum
- \* Provide school-based and work-based STW experiences for all students
- \* Assist in job fairs, mentoring, and workshops
- \* Work with Project Director and Curriculum Specialist to fully implement Alternative Pathways at each respective school
- \* Set and meet goals for individual student success in the areas of structured work experiences, academic gain and transition to post-secondary education

**PORTLAND COMMUNITY COLLEGE (PCC): Sub-Contractor**

- \* provider of community college services for residents of the target area
- \* hire and oversee a transition specialist who will facilitate the coordination with the community college including the articulation between community college and the alternative schools, advocacy/case management, the development of contextualized classes at PCC, and workplace learning at the college
- \* make select PCC professional development opportunities available to the project partners.
- \* provide orientation activities for alternative school students, including student services, professional-technical and academic programs
- \* facilitate dissemination of community college transition information at the alternative schools; assist students transitioning from alternative schools to the college campus; provide student orientation and guidance
- \* connect *Alternative Pathways* to Carl Perkins-funded projects through Portland Area Vocational Technical Education Consortium (PAVTEC)
- \* assist in developing curriculum at the alternative school level to prepare students for community college

**MT. HOOD COMMUNITY COLLEGE (MHCC): Sub-Contractor**

- \* provider of community college services for residents of the target area
- \* hire and oversee a transition specialist who will facilitate the coordination with the community college including the articulation between community college and the alternative schools, advocacy/case management, the development of contextualized classes at MHCC, and workplace learning at the college
- \* make select MHCC professional development opportunities available to the project partners.
- \* provide orientation activities for alternative school students, including student services, professional-technical and academic programs
- \* facilitate dissemination of community college transition information at the alternative schools; assist students transitioning from alternative schools to the college campus; provide student orientation and guidance
- \* connect *Alternative Pathways* to Carl Perkins-funded projects through the Mt. Hood Educational Consortium
- \* assist in developing curriculum at the alternative school level to prepare students for community college

**PORTLAND PUBLIC SCHOOLS (PPS)**

- \* provide guidance through its Office of Alternative Education
- \* provide average daily membership (ADM) funding for the alternative schools and community colleges
- \* make appropriate PPS professional development classes available to alternative school staff
- \* connect *Alternative Pathway* to Carl Perkins-funded projects within Portland Public Schools

**BUSINESS AND ORGANIZED LABOR**

- \* provide sites for work-based experiences
- \* participate in developing and validating industry based skill standards
- \* provide employment for students

**BUSINESS EDUCATION COMPACT**

- \* provide access to the School-to-Work Information System (SWIS) for all participating alternative school and community college sites
- \* provide access to teacher internships

## **Capacity**

Region 2 has a well-established, functioning STW partnership that has provided leadership since 1993. The capacity of this system to show steadily increasing outcomes, to operate mutually beneficial programs in an atmosphere of trust and collaboration, and to continually expand and enhance partnerships has been demonstrated over and over again. The former Regional Workforce Quality Committee established STW as a top priority and funded a STW program with competitive state funds *before* the region received federal dollars. When Oregon became a first-year implementing state under the STW Opportunities Act, Region 2 was recognized as having the most mature school-to-work system in the state, which remains a national pioneer and leader in STW. The partnership has demonstrated its capacity by steadily increasing its reported school-to-work outcomes, to the point where the region is now serving over 40,000 students per year. More students will be served next year, even without the federal implementation funding, demonstrating that the partnership has made significant progress toward developing a self-sustaining system.

From the beginning, alternative schools have been a part of this system. The regional STW partnership developed the Regional Alternative School Consortium (RASC) as part of this system. Consequently, rather than developing an entirely new School-to-Work partnership, this proposed program will integrate an innovative model for serving alternative school students into an already existing system. This grant will fund the opportunity for the STW system to grow in a new direction, and, most importantly, to expand opportunities to students who are traditionally underserved by society, by the traditional school system, and by post-secondary education.

The EC and its key partners--WDB, MESD, PPS, MHCC, RASC, the employer community and individual alternative schools--also consider STW and education reform two of its highest priorities. The WDB's broader scope and increased responsibility for workforce development and policy in the region strengthen the STW partnership significantly. The momentum around STW in Region 2 is presently at a maximum level. Individually, project partners have a track record in developing, implementing and maintaining education or employment and training systems that benefit students, teachers, and the community. Collectively, this experience assures that the system that is developed will effectively achieve the outcomes proposed in this application. Alternative schools, by intent, are innovative and non-traditional, having fewer institutional barriers to adapting curricula to meet unique student needs. The alternative schools are in the unique business of meeting the distinctive needs of youth in high poverty areas and are prepared to transform methods to more effectively transition them to further education or to jobs that will pay off in the longer term. The eight alternative schools within the EC are committed to further increasing their individual capacity to serve their students with the full range of STW, academic and career preparation opportunities, and to more firmly connect with the existing system.

### ***Sustainability***

Governance and Administration. The partnership will be sustained through the existing state and regional structure which has been in place to plan and implement STW initiatives. The WDB's direct links with the Governor's Office of Education and Workforce Policy and the Governor's Education and Workforce Cabinet which includes all public sector partners that are involved in workforce and education issues at the state level; and

the WDB's strong connections with the Oregon Department of Education, JTPA, Carl Perkins, and local policy and funding sources for the emerging workforce, will strengthen *Alternative Pathways* long-term.

Curriculum and assistance to teachers and students. Professional development around proficiency standards and curriculum integration will become increasingly embedded in alternative schools as this project continues. Models of best practices will be disseminated to alternative schools through RASC and the WDB through conference participation, trainings, best practice showcases, newsletters and Internet web pages.

Business and industry. Partnerships will be expanded and sustained by developing work-based experiences with a greater number of businesses and industries. All *Pathways* project partners will market STW opportunities for students to businesses and industry associations. Businesses within the local targeted industries have committed to offer work-based learning experiences and determining skill standards. Information about STW opportunities will continue to be regularly disseminated to business and industry.

Support Services. Ensuring that *Alternative Pathways* students have the support they need to fully participate succeed in the project will always be a supreme priority for the project partners and this region. All partners will continue to network with public, private and grassroots services for the students participating in this project.

Leveraging resources. All project partners will continue to cultivate local and national partners to expand the scope and size of the *Alternative Pathways* system. This project has linked with the Sar Levitan Policy Center to become one of three cities that serve as a national demonstration to develop pathways to college for out-of-school youth. As part of this demonstration the Policy Center will provide technical assistance in helping link

institutions and resources; aid in developing new curricula and support services; assist in national fundraising; and disseminate program model. On July 1, 1998, Region 2 began two pilot sites for *Alternative Pathways*, utilizing JTPA 8% funds. The Youth Employment Institute and Oregon Council for Hispanic Advancement's LISTOS school will serve students this year with CIM and GED instruction, STW activities, subsidized work experiences, advanced career exploration, post-secondary orientation activities, support services and other services which strengthen the students' path from alternative school to post-secondary education. The funds for these two pilot sites demonstrate the local partnership's commitment to this project and ability to leverage resources.

### **Selection Criterion 3: Participation of All Students**

#### ***Equal Access By All Students***

The design of the *Alternative Pathways* project reflects the commitment of all partners to provide a quality education for all students and to assure that students have ready and equal access to a full range of programs. *Alternative Pathways* was created expressly to assure that at-risk and dropout students will have a better chance of long-term success in the workplace and in their everyday lives. The students served by the partnering alternative schools are largely economically and academically disadvantaged. To date, they have not had equal access to STW programs and post secondary education. This proposal will help bridge the gaps in the system so that these students who are least likely to succeed in education and work will have the opportunity to achieve the high standards that are necessary for success. Strategies to provide all students with equal access include:

Technical assistance to ensure equity. This grant will provide technical assistance and training for teachers, mentors, employers, and counselors on counseling and training women, minority youth, and youth with disabilities for occupations and industries in which they have been historically underrepresented.

Dropout prevention. The *Alternative Pathway* system involves intensive career exploration and exposure to the workplace and can be a positive factor in keeping potential dropouts in school. These experiences can motivate and prepare students for advanced instruction leading to the workplace and post-secondary education programs. Close contact with teachers, employers and student advocates in the program will be a stabilizing influence for at-risk youth.

### ***Barriers to students***

This proposal targets students living in Portland's Enterprise Community and surrounding high poverty areas who are enrolled in community-based and school district alternative schools. There are 5,398 young people 17 years of age or under in the target area; 47% are in poverty. Of the 5,398 youth, approximately, or 30% attend secondary alternative schools. The 1995-1996 dropout rate for the traditional high school located in the target area was 11.05%, one of the highest in the Portland Public Schools system, and double the dropout rate for Oregon as a whole. Research by the Sar Levitan Policy Center at Johns Hopkins University reported the high correlation of education with earnings potential. Without a high school diploma, students will experience on the average 80% lower earnings than with an associate degree.

As part of the development of this proposal, alternative school students were surveyed regarding what they need to achieve success in school and community college.

Students identified more education and training in the basic skills - reading, writing, math, problem-solving, and effective communication; support from their family and friends; and support and challenge from their teachers. Students also identified lack of money for school attendance at either the alternative school or the community college as a significant barrier. Other significant barriers for this population include: poverty, low basic skills, parenthood or pregnancy, substance abuse problems, lack of life skills, lack of role models with stable/career employment, lack of work maturity skills, and undeveloped social skills.

To address these issues, staff will implement intensive individual assessment and planning to plot each student's long term educational and work plans, and promote long term case management/support services needed to optimize success. Alternative school staff and students have identified a caring adult, "the parent figure," as the most important factor in an alternative school student's success. Project funds will be used to hire student advocates and transition specialists to work with students to address their specific needs and to provide transitional support when a student moves from high school to community college or a worksite. Staff will assist students with accessing financial aid for community college. State school support, or Average Daily Maintenance funds, as described in Criterion 5, also will help address student financial need. Funds for youth transition services, such as first term college tuition, college text books, and personal needs (e.g., clothes for interviews) have been included as part of the grant budget as well. Other support services will be provided by school staff and others will be provided by community-based organizations and family centers. Additional strategies for addressing student barriers include a mentoring component to encourage retention and success of students and establishing a set of benchmarks for social skills and work/school maturity that

students will attain. The Career Related Learning Standards within the CAM, which measure student skills in the areas of personal management, problem solving, teamwork, communication and others, will serve as the foundation for such benchmarks.

### ***Non-traditional jobs***

All alternative school students will assess, in conjunction with teachers, their individual needs and interests; and a multi-year, comprehensive set of STW experiences will be provided. All students will be introduced to positive gender-appropriate models and a wide range of careers. Support services specific to young women, such as life skills modules dealing with self-esteem, domestic abuse, and other relevant issues, will be available to *Alternative Pathways* students. Young women will be encouraged to consider high wage and nontraditional careers, especially in science and engineering. They will have the opportunity to participate in STW experiences in nontraditional fields. The alternative schools included in this project serve high percentages of minority youth. One of the pilot sites serves predominantly African American youth and the other serves solely Latino youth. This project is extremely suitable and adaptable for various ethnic groups, and for students with disabilities.

### ***Safe and healthy work environments***

The *Alternative Pathways* project will draw from best practices already in place, including: workers' rights and workplace issues training for students provided jointly by the Oregon Council for Hispanic Advancement (OCHA) and organized labor; worksite supervisor training regarding working with at-risk youth and providing a safe workplace, provided by the Youth Employment Institute; and training about worksite issues available through Public Private Ventures WorkPlus curriculum and Northwest Regional Education

Laboratory. Utilizing these and other best practices as models, the WDB will contract with a local expert to provide training related to safety and health in the workplace for *Alternative Pathways* staff and employer partners.

### ***Title 1 Activities***

It is estimated that 1,600 alternative school students from the target area will be served by this project. All students in all participating schools will be exposed to the broad range of STW activities listed in Title I of the Act. These include school-based and work-based activities and will be facilitated by staff performing connecting activities (please refer to Criterion 1B for full expansion).

### **Selection Criterion 4: Collaboration With State**

#### ***Consultation with State, consistency with statewide STW Opportunities system***

Region 2 has been fully engaged in the development of STW in Oregon since 1993. The EC Commission states education reform and STW as key priorities. The WDB members and other partners have assisted in developing the state's education reform legislation and in implementing that legislation and STW programs. In the fifth year of implementation of STW, Region 2 has worked closely with the state structure to develop the procedures and processes that are becoming the state STW opportunities system, and has provided information and technical assistance to other regions in the state.

The statewide STW Opportunities initiatives have focused on three areas: establishing benchmarks, involving employers and building sustainability. The *Alternative Pathway* system will incorporate each of these areas in establishing its goals and objectives (see Criterion 5) and in ensuring consistency with the State.

Benchmarks. Oregon's vision of a statewide STW Opportunities System has evolved over the past several years as the state has reaffirmed its strong commitment to education and workforce development. Strong legislation has laid the foundation for a statewide STW system which aligns with the *Oregon Educational Act for the 21st Century* and the Oregon Benchmarks. Two of the current Oregon Benchmarks have particular relevance to the STW system and will be supported by this project: 1) the percentage of high school students that have completed a structured work experience; and, 2) the high school drop-out rate.

Further, this proposed program is consistent with all of the State's eight goals or "essential elements" which guide the design and implementation of Oregon's STW system. *Alternative Pathway* will address all eight elements: 1) career awareness, 2) exploration and counseling; 3) structured work experiences tied to CIM and CAM certifications; 4) the integration of academic and occupational instruction as well as school-based and work-based learning; 5) the recognition of diverse student needs and learning strategies; 6) credentials for both academic and occupational skill mastery recognized by post secondary institutions and employees; 7) continuous evaluation and improvement strategies; and 8) a broad governance structure.

The intention of Oregon's STW system is to serve "all students." The State STW office has shown strong interest in assuring that the at-risk and dropout population has equal access to STW through its support of national STW technical assistance funds to the Youth Employment Institute, one of the pilot sites for *Alternative Pathways*. This proposal will extend assistance to eight targeted alternative schools, and help test a model that can be used by the rest of the state to serve this traditionally underserved population.

RASC is exclusive to the Portland area. The state often urges other regions to replicate this network of alternative providers.

Involving employers. The WDB's private sector majority reflects the strong employer representation on this key policy board. Both the Oregon Business Council representing major large employers in the region, and the Association of Oregon Industries, representing business state-wide, are heavily represented on EC, WDB and STW Action Team. The Oregon Economic Development Department has developed STW agendas within each of Oregon's thirteen Key Industries. The involvement of employers is an integral part of this proposal.

Sustainability. An additional element of the state's system is sustainability. Region 2's STW Action Team continues to concentrate on sustainability, since the federal funds ran out during the 1996-1997 program year. The Region 2 STW partnership considers this proposed funding as one more piece in the effort to build a complete system to serve all students in the region, and will use the Federal commitment to fund the project as seed money. It is expected that the *Alternative Pathways* program will be self-sustaining at the end of the grant period.

The Region 2 STW partnership has submitted the plan for this grant to the state; state recommendations are incorporated into the project design and a state letter of support is included with the Eligibility documents.

#### ***Integrating with the State plan and a feasible workplan***

As previously described, the proposed project design is consistent with regional and state STW goals, objectives and strategies. The *Alternative Pathways Project* will be integrated with the State plan by maintaining direct links and frequent interactions with the

following: 1) the State Workforce Policy Cabinet Council through the WDB Chair; 2) the local system through the WDB, STW Action Team, and RASC; 3) State STW office through representatives of Region 2 STW Action Team and the WDB on statewide STW committees; and 4) Oregon Department of Education (ODE) through staff participation on the *Alternative Pathways* development team.

### ***Assist and Collaborate with the State***

As referenced above, the local partnership is embedded in the statewide system through its membership on statewide advisory and technical assistance groups. The collaboration is extensive. The process for collaboration includes the following: 1) maintenance of regular contact with the State through committee meetings referenced above; 2) participation on statewide work groups focusing on education reform development and implementation strategies including STW; 3) feedback to the State through regular reporting cycles and to deal with specific issues; 4) continued state-level participation in development and implementation of the local and state-wide efforts in collecting and evaluating STW data.

The local partnership and the local system are already part of the statewide STW system and have been since before the State received the Round One implementation grant. The local partnership has been a key player in helping build the state system through its focus on the State's 8 Goals or "essential elements" which guide the design and implementation of STW programs. These goals are listed in the benchmarks discussion.

### ***Feasible workplan and the five year timeline for achieving these goals:***

#### Year One

- Establish governance and infrastructure for *Alternative Schools Alternative Pathway*
- Perform professional development needs assessment and develop plan
- Provide professional development and teacher internships
- Perform curriculum assessment and plan for alignment and implementation of necessary curriculum
- Identify model programs and best practices in 3 major STW component areas
- Provide student assessment, advocacy, transition services and STW activities
- Evaluate first year progress and make improvements as necessary
- Develop industry-based standards, as appropriate and necessary

#### Year Two

- Continue activities from year one, as appropriate, including annual evaluation
- Develop and put models in place, based on best practices assessment
- Present progress at local, regional, and national conferences
- Begin sustainability planning
- Evaluate project and make improvements

#### Year Three

- Develop sustainability plan
- Continue with all appropriate activities from prior years

#### Year Four

- Continue with all appropriate activities from prior years
- Assure sustainability for *Alternative Pathways* for subsequent years
- Produce materials for dissemination and disseminate
- Evaluate project and make improvements

### **Selection Criterion 5: Management Plan.**

#### **Feasibility and effectiveness of strategy for using other resources**

Utilization of in-kind resources. Sustainability is a fundamental element underlying the planning that produced this proposal. In addition to the strong STW infrastructure, the *Alternative Pathways* partners have made firm commitments of time, staff and other in-kind resources which will assure that the comprehensive STW plan proposed by this grant will continue beyond the five year grant period. In-kind and matching from JTPA, Portland Public Schools, and the Sar Levitan Policy Center constitute substantial resources.

Leveraging private sector dollars. The partners understand that a broad base of public and private support is central to long-term stability and success. Public sector support is on board; however, the partnership can also point to important examples in the private sector, such as the strong relationships with major businesses which individual alternative schools in the target area have developed. Local employers become solid supporters when they can predict tangible financial benefits that accrue from working in partnership with education. The *Alternative Pathways* system development will include work to streamline contacts with employers to avoid duplication of effort. The *Alternative Pathways* project will connect with *Worksite 21*, an Oregon Business Council project which works directly with employers to develop better connections and standards for working with students on the worksite.

Using start-up dollars to build sustainable infrastructure. In order to build a solid infrastructure for the proposed STW system, initial investment is crucial in such activities as staff development, gathering and disseminating standards, curriculum development, and construction of communication and coordination channels between all project partners.

Seek foundation and grant funding. Concepts for the *Alternative Pathways* proposal evolved through collaboration with Sar Levitan Policy Center of Baltimore, Maryland. In support of the *Alternative Pathways* initiative, the Sar Levitan Policy Center will provide technical assistance in helping cities link institutions and resources, aid in developing new curricula and support services, assist in national fundraising, and disseminate program model and lessons learned. (Please see letter of support) The Center has received planning and technical assistance funds from DeWitt Wallace and other foundations to

assist the *Alternative Pathways* partnership and other STW initiatives in cities across the country. David Gruber and his associates from the Sar Levitan Youth Policy Network have met monthly with the *Alternative Pathways* Steering Committee over the past eighteen months to develop the project prototype in Region 2 and will continue to assist this region in developing and implementing the project and a Sustainability plan.

Leveraging public school dollars. Portland Public Schools (PPS) passes through to alternative schools state school Average Daily Maintenance (ADM) dollars. The dollars are attached to individual students and are available to schools for students up through age 21 or until a youth receives a high school diploma; therefore, GED recipients may attend community college using ADM until age 21. PPS has been particularly aggressive and innovative in the use of ADM by creating a community-based system of alternative schools. This funding source is a unique feature of Oregon's effort to educate and train all students, and is foundational to the *Alternative Pathways* project. This long term funding strategy is linked to this regular district budget process. For example, once this funding model has been fully developed, the state support dollars may be used to cover the staffing and student services supported by this grant.

### ***Barriers to implementation and methods to address barriers***

Because the partnership recognizes that any proposed change, by nature, brings with it barriers to its implementation, the proposal has been designed to address such barriers, especially:

Meeting social service needs of youth. Alternative schools in the target area serve a diverse student body, many of whom are from disadvantaged backgrounds and have multiple needs. Addressing all the social service needs which will allow a student to

function at optimum levels presents a daunting task, but it is one that will be undertaken as part of this project in order to assure that all youth will have access to STW opportunities. The barriers which alternative school students face which may prevent them from a self-sufficient future are referenced in Criterion 3. Strategy: In the *Alternative Pathways* system, student advocates will assist youth in identifying their social service needs and help them access services. When appropriate, the student will connect with the Multnomah County and Department of Human Resource system of family centers. These centers which offer a full range of services are conveniently located throughout the target area including the Urban League, an *Alternative Pathways* partner.

Time constraints. Alternative school staff and business and industry partners, all of whom are already extremely busy, need time to carry out work outlined in this proposal. Strategy: The budget of this proposal provides for staff to facilitate the substantive aspects of this project. Training will be provided at times that are more convenient for teachers and business and industry partners to avoid taking them away from substantial parts of the classroom or business day.

Varying levels of commitment. There is a range of "buy-in" among alternative school staff, students, employers, social service agencies and the general community which is expected to ebb and flow as the project develops. For example, there is a formative administrative link between all the entities to promote ongoing collaboration, or between alternative schools and the community college. Strategy: An important coordination task will be to make sure that commitment and enthusiasm for the project increase and goals are met. To foster continued commitment, the *Alternative Pathways* partnership strategically placed the responsibility for the project with the EC, which is responsible for

overseeing all projects within its high-poverty area, with the WDB, which is the leader of workforce development and responsible for the regional STW system, and with RASC, which is already established and recognized by all parties as the linker and clearing house for alternative schools. "Return on Investment" reports, "Share the Wealth" best practices showcase and regional STW summits are also key strategies the local partnership will use to increase the commitment level and participation of all stakeholders.

Resistance to change. Only institutional change can make the *Alternative Pathways* system truly functional, and change at the deeper level of systems is always difficult.

Strategy: The project will create institutional and systemic change through strong leadership from each of the partners, participation of partners in project development, provision of professional development and ongoing management of the project through the *Alternative Pathway* Steering Committee.

Inadequate resources. The *Alternative Pathway* system will need to address resource issues such as insufficient access to outside expertise, high costs related to placing students in the work place or campus (transportation and day care, for example) and costs of effective work-related learning activities. Strategy: This barrier has been discussed in the "use of other resources section" of this Criterion. In addition to the steps listed previously, non-monetary resources, namely people, needed to assist the students will be sought through development or expansion of linkages and agreements with other programs that provide social services.

### ***Measurable goals based on performance outcomes***

*Alternative Pathways* plan includes three categories of feasible, measurable goals: performance outcomes, student outcomes and *Alternative Pathway* objectives.

Performance Outcomes. This *Alternative Pathways* partnership assures that it will address and report on all performance outcomes established under Section 402 of the Act. The outcomes of the first year of the grant will be used as a baseline against which the progress of successive years will be measured.

Student outcomes. Baseline data regarding academic and personal barriers will be acquired for each alternative school, from a variety of sources, prior to including each school in this project. Student barrier and academic assessments discussed earlier in this proposal will be continuously compiled and evaluated to measure individual and systemic progress. The *Alternative Pathways* project is expected to result in the following long-term alternative school student outcomes over the next five years.

1. Students will remain in school resulting in a significant decrease in the dropout rate of students enrolled in alternative programs.
2. Students will achieve higher academic standards.
3. Students graduating from alternative schools in 2001 will be prepared for a variety of training options leading to high-skill high-wage occupations in their career pathway.
4. Students will enroll in and succeed in community college programs at a higher rate.

Alternative Pathway objectives. The proposed grant will strengthen the current STW system by supporting timely and effective implementation of the *Alternative Pathways* model which is focused on system improvement. Objectives include the following:

1. Improve the ability of teachers to provide effective school-based and work-based STW learning experiences which are consistent with CIM standards.
2. Develop and/or build upon a broad base of work-based, school-based and connecting activities that integrate and contextualize academic and occupational education within career pathways at the alternative school and community college.
3. Address the social service needs of students through case management and student support that facilitate student success in secondary and post secondary education.
4. Increase the participation of business, industry, community organizations and organized labor in STW opportunities for those students most at risk.
5. Increase the capacity of alternative schools to serve at-risk and other special student populations. Principles developed and learned will be shared with the mainstream high schools through community based collaborations, such as the Multnomah County Caring Communities.

6. Strengthen collaborative partnerships at the local, regional, and state levels.
7. Assure that the *Alternative Pathways* system is sustainable following the grant period.
8. Foster institutional change.

### ***Improvement of design through regularly scheduled improvement process***

The plan will include a data and goal driven process for assuring that system improvement or redesign, whether micro or macro, will be made in a timely fashion. Regular management, oversight, formative evaluations and course corrections will assure that all goals and objectives are achieved during the grant's operation period. The WDB already reports to the Oregon Department of Education twice each year on all STW activities in Region 2 contained in SWIS. All *Alternative Pathways* student data will be electronically tracked, as well, for quarterly and annual evaluation by the local partnership. In order to most effectively collect information and use it effectively for improving or redesigning the system, based on performance outcomes established under section 402 of the Act, the partnership will contract for annual outside evaluation services to assess performance against the goals. This annual formative and summative evaluation will strengthen practices and the model design, and to determine the overall effectiveness and impact of the project. This evaluation may include:

1. Structured interviews with teachers, staff and students concerning implementation of the STW transition program;
2. Interviews with selected business and higher education partners concerning the impact of the program and the success of the partnership;
3. Surveys of students to identify their plans to enter either the workplace, post-secondary education or training;
4. Review of student achievement indicators (e.g., CIM, CAM, GED, diploma) and drop out rates;
5. Review of data collected through SWIS.

Project evaluation activities will be coordinated with both national and state STW opportunities evaluation procedures as appropriate. Quarterly and annual reports to the

National STW Office, EC Commission, WDB Board, and Regional Alternative Schools Consortium will provide information on the project's progress in meeting its objectives, and will facilitate continuous improvement for the system.

### ***Dissemination of Information and Products***

*Alternative Pathways* will help provide a model that can be used by other partnerships to serve traditionally underserved populations. Information dissemination is already occurring. The *Alternative Pathways* Steering Committee has hosted a work session with leadership representatives from Seattle; Shoreline Community College and The Private Industry Council to exchange principles and program design elements. This August, the *Alternative Pathways* Steering Committee, Sar Levitan Policy Network, RASC Steering Committee and staff from the two pilot alternative schools will spend two days meeting with lead staff at three different community college sites for orientation to student services, academic and professional-technical programs; the second day, this coalition will hear presentations from target industry associations regarding career opportunities and workplace skill standards, then continue discussions to further clarify the developmental aspects of *Alternative Pathways*. Leaders from the Longbeach, California school district and Los Angeles Conservation Corps, who are seeking to design a model similar to Portland's *Alternative Pathways* project, will join in this two day session. This type of work session will become an annual event, gradually including each alternative school as it officially joins *Alternative Pathways*.

Various components of *Alternative Pathways* and the prototype as a whole will be disseminated at regional and national conferences. *Alternative Pathways* staff will make application to be presenters at the Northwest Regional Educational Laboratory's "Work

Now and in the Future” Conference, and will make regular presentations through RASC’s professional development sessions. Project partners and staff will actively seek opportunities to present the project model and principles to partnerships outside of the area, including institutes and conferences in other states.

Partnership members will agree to provide tours, workshops and consultation with others as desired by interested parties. Grant funds are designated to produce project manuals and evaluation reports which will outline the developmental stages will serve as “how-to” guides for continuing and replicating the *Alternative Pathways* model. Some of the replicable components that *Alternative Pathways* will produce include: curriculum; professional development strategies and modules; best practices in STW, education-business partnerships, and transition services.

***Limit equipment and other purchases to focus spending on delivery of services***

The *Alternative Pathways* budget developed in this proposal focuses primarily on service delivery. The partners determined that, to the extent possible, existing equipment would be sufficient for the needs of the project. Technology purchases will be limited to some staff work stations, and Internet and network connectivity for the purposes of gathering and evaluating student data.

**Johns Hopkins Institute for Policy Studies****Sar Levitan Center: The Pathways Initiative**

July 14, 1998

Kaaren Six  
The Workforce Development Board  
720 S.W. Washington St  
Portland, Oregon 97205

Dear Ms. Six:

The Sar Levitan Youth Policy Network is pleased to support Portland's application for a School-to-Work Urban/Rural Opportunities Grant.

The Youth Policy Network, a consortium of policy makers, program operators, researchers and foundations is focused on finding new approaches for education and training out-of-school youth. In conjunction with the Dewitt Wallace and Annie E. Casey foundations, the Youth Policy Network is sponsoring a national demonstration to develop pathways to college for out-of-school youth through redirecting existing resources. Portland, along with Seattle and Baltimore, is one of three cities that have served as the centerpiece of this demonstration in its first year.

We are quite impressed with the progress you have made to date in this demonstration, where you have served as a model to cities both within and outside the demonstration effort. We believe the strategy you have developed for the UROG grant will significantly expand your efforts to develop a school-to-work system for out-of-school youth. Already, the commitment of the Portland schools, community colleges, alternative providers and employers is among the most impressive of any we have seen nationally.

In support of your initiative, we will continue to provide technical assistance, through monthly visits, to help Portland link institutions and resources. Other assistance will include:

- ◆ aid in developing new curricula and support services
- ◆ assistance in national fund-raising
- ◆ links to other participating cities and national initiatives

We will support this effort with approximately \$ 30,000 in resources from the Dewitt Wallace Readers Digest Fund.

We look forward to continued work with you.

Sincerely yours,



David Gruber,  
Co-director, Pathways

MEETING DATE: DEC 10 1998

AGENDA NO.: C-7

ESTIMATED START TIME: 9:00

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Renewal of Intergovernmental Agreement with Oregon Health Sciences University

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

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: Business Services

CONTACT: \* Tom Fronk, Tim Rowan TELEPHONE #: x24274, x26464

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Amendment #3 to Intergovernmental Agreement #201224 with Oregon Health Sciences University for Health Information System computer hardware and software support.

*12/14/98 ORIGINALS to MARIANNE METZGER*

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Belli Odegaard/JS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277

MULTNOMAH COUNTY  
OREGON

98 DEC - 1 AM 1:41

BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

**Date:** November 30, 1998  
**To:** Board of County Commissioners  
**Via:** Billi Odegaard, Health Department Director  
**From:** Tom Fronk, Director, Business Services Division *Tom*  
**Subject:** Amendment #3 to Contract #201224 with Oregon Health Sciences University for information services

---

### HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

---

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #3 to Contract #201224 with Oregon Health Sciences University for the period date of execution, through June 30, 1999.
- II. Background/Analysis: The contractor will continue to provide mainframe computer hardware support for the Health Department's HIS. Through its network OHSU will provide the Health Department with access to external systems such as OMAP's Automated Information System. This ability to combine and analyze data from different systems will enhance the information capabilities of each organization.  
  
This amendment extends the termination date to June 30, 1999, while contract language is finalized.
- III. Financial Impact: There is no change in compensation terms. The estimated compensation for two quarters is \$184,000.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 201224  
Amendment #: 3

<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"/> 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><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>12/10/98</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department: Health Department Division: Business Services Date: 11/30/98  
 Originator: Tim Rowan Phone: x26464 Bldg/Rm: 160/7  
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7

Description of Contract:  
Information Services agreement. Computer hardware and software support.

This amendment extends the termination date to June 30, 1999.

RENEWAL:  PREVIOUS CONTRACT NO(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University</u> Address <u>3181 SW Sam Jackson Park Road</u> <u>Portland, Oregon 97201</u> Phone _____ Employer ID# or SS# <u>93-6001786</u> Effective Date <u>Date of Execution</u> Termination Date <u>June 30, 1999</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>Requirements</u>	Bridget Haggerty, Contracts Manager Marilyn Dame, ITG Finance Manager 494-0692 (damem@ohsu.edu) Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>(quarterly invoice)</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Estimate \$92,000 per quarter Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**REQUIRED SIGNATURES:**

Department Manager *Billie Odegaard* /ss DATE 12-1-98  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel *Katie Sawyer* DATE 12/1/98  
 County Chair \_\_\_\_\_ DATE December 10, 1998  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	100	015	0930			6530		0385			
02											
03											

**AMENDMENT #3 TO  
MULTNOMAH COUNTY CONTRACT #201224**

THIS AMENDMENT TO CONTRACT #201224 is between MULTNOMAH COUNTY, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, hereafter "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR are parties to a certain contract dated December 23, 1993, entitled "Information Services Contract" (hereafter "Contract"); and

WHEREAS, the parties mutually desire to amend said Contract in the manner hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

1. The expiration date of the Contract is changed from December 31, 1998, to June 30, 1999.
2. All other terms and conditions of the original Contract remain in effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers.

OREGON HEALTH SCIENCES  
UNIVERSITY

By \_\_\_\_\_  
Ronald W. Schumacher, CIO  
Date \_\_\_\_\_

By \_\_\_\_\_  
Bridget J. Haggerty, Contracts Manager  
Date \_\_\_\_\_

MULTNOMAH COUNTY

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date December 10, 1998

By Billi Odegaard/JS  
Billi Odegaard, Health Department Director  
Date 12-1-98

By Tim Rowan  
Tim Rowan, Program Manager  
Date November 30, 1998

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Assistant County Counsel  
Date 12/1/98

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-7 DATE 12/10/98  
DEB BUGSTAD  
**BOARD CLERK**

MEETING DATE: DEC 10 1998

AGENDA NO.: C-8

ESTIMATED START TIME: 9:00

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with Oregon Health Science University Hospital

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

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: Primary Care

CONTACT: \* Patricia Bauer

TELEPHONE #: x24381

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Amendment #1 to Intergovernmental Agreement #9910452 with Oregon Health Science University Hospital for nurse consult services.

*12/14/98 ORIGINALS TO MARIANNE METZGER*

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Billi Odegaard

98 NOV 30 PM 11:25  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

**Date:** November 22, 1998  
**To:** Board of County Commissioners  
**Via:** *Sharon* Odegaard, Health Department Director  
**From:** Sharon Armstrong, Director, Primary Care Division  
**Subject:** Amendment #1 to Contract #9910452 with OHSU for Nurse Consult Services

### HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. **Recommendation/Action Requested:** The Health Department recommends Board ratification of Amendment #1 to Contract # 9910452 with Oregon Health Science University Hospital (OHSU) for Nurse Consult Services. The amendment extends the term of the contract from December 31, 1998 through June 30, 1999 and adds additional funds for the additional time.
- II. **Background/Analysis:** The original contract required that OHSU provide after hours telephone triage between the hours of 9pm and 7am for a trial period of six months. The Health Department is choosing to extend the term due to satisfactory performance of services.  

The Health Department has provided after hours telephone triage since it was required by the federal rules governing Federally Qualified Health Centers. The initial volume was low; Corrections Health Nurses and later nurses at the Juvenile Detention Medical Unit (JDMU) handled calls. Call volume has increased significantly. The workload at JDMU has made it impossible for JDMU to continue to provide this service. This is the first contract for OHSU to provide this service.
- III. **Financial Impact:** The Health Department will pay OHSU Nurse Consult Service \$69,250 under the terms of this Contract, as amended. Funds are budgeted. This is the least expensive alternative that was available. One alternative to this contract would have been to fund 1.9 FTE Community Health Nurse and a bilingual Office Assistant to provide this service. This would have cost a minimum of \$117,000 for a year. A second alternative would have been to hire a national phone triage service. This would cost approximately \$91,250 annually, plus interpretation charges.

By separate agreement, the Health Department provides after hours telephone triage services for Clackamas County. On an annual basis, the Contract with Clackamas County provides revenue of approximately \$35,000; this revenue offsets the cost of Contract # 9910452 by half.

November 22, 1998  
Oregon Health Sciences University  
Contract #9910452

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.

VII. Citizen Participation: None

VIII. Other Government Participation: None

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 9910452  
Amendment #: 1

<p style="text-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 style="text-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 style="text-align: center;"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                  AGENDA # <u>C-8</u> DATE <u>12/10/98</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department: Health Department Division: Primary Care Services Date: 11/18/98  
 Originator: Patricia Bauer Phone: x24381 Bldg/Rm: 160/8  
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7

Description of Contract: Contract with OHSU Consult Service to provide Afterhours Phone Triage Multnomah County Centralized Clinical Services will contract with OHSU Nurse Consult Program to provide medical telephone advise between 9pm and 7am. This amendment changes term date and increases compensation.

RENEWAL:  PREVIOUS CONTRACT NO(S): n/a  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University Hospital</u> Address <u>3181 SW Sam Jackson Park Road</u> <u>Portland, OR 97201-3098</u> Phone <u>(503)-494-8548</u> Employer ID# or SS# <u>93-1176109</u> Effective Date <u>Date of Execution</u> Termination Date <u>June 30, 1999</u> Original Contract Amount \$ <u>34,000</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>35,250</u> Total Amount of Agreement \$ <u>69,250</u>	Bill Brown, Contracts Manager, 494-4768 Remittance address <u>Attn: Sharon Mills</u> (If different) <u>University Hospital Fiscal Services, FS</u> <u>Portland, Oregon 97201</u> Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>\$17,000 1<sup>st</sup> 2 quarters</u> <input type="checkbox"/> Other <u>\$17,625 2<sup>nd</sup> 2 quarters</u> <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**REQUIRED SIGNATURES:**

Department Manager *Billie Odegaard* DATE 11/25/98  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only) County Counsel *Katie Gunt* DATE 11/29/98  
 County Chair *Marilyn Stein* DATE December 10, 1998  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE new						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0712			6110		0360			
02											
03											

**AMENDMENT #1 TO  
MULTNOMAH COUNTY CONTRACT #9910452**

THIS AMENDMENT TO CONTRACT #9910452 is between MULTNOMAH COUNTY, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY HOSPITAL, hereafter "OHSU HOSPITAL."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR are parties to a certain contract dated July 1, 1998, entitled Intergovernmental Agreement for Nurse Consult Services (hereafter "Contract"); and

WHEREAS, the parties mutually desire to amend said Contract in the manner hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

1. The expiration date of the Contract is changed from December 31, 1998, to June 30, 1999.
2. Paragraph 3. is amended to read as follows (new language in *italics*, old language lined out):

**COUNTY** shall reimburse **OHSU HOSPITAL** ~~\$69,250~~ *\$34,000*.

Payment will be as follows:

Upon execution of Contract, \$17,000.00 will be billed. ~~At December 31, 1998~~ *Upon conclusion of the Contract period*, \$17,000 will be billed. ~~At March 31, 1999 and June 30, 1999, \$17,625~~ *\$17,000* will be billed. Billings will be sent to:

Patricia Bauer, Primary Care Systems  
Multnomah County Health Department  
426 SW Stark, 8<sup>th</sup> Floor  
Portland, OR 97204

**OHSU HOSPITAL** will maintain these rates for the Contract period. **OHSU HOSPITAL** may establish a new rate structure for future Contract periods.

3. All other terms and conditions of the original Contract remain in effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers.

OREGON HEALTH SCIENCE  
UNIVERSITY HOSPITAL

3181 SW Sam Jackson Road  
Portland, OR 97201-3098  
(503) 494-8548.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

MULTNOMAH COUNTY

By *Beverly Stein*  
Beverly Stein, Multnomah County Chair  
Date December 10, 1998

By *Billi Odegaard*  
Billi Odegaard, Health Department Director  
Date 11/25/98

By *Patricia Bauer*  
Patricia Bauer, Program Manager  
Date 11/23/98

REVIEWED:  
Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By *Katie Gaetjens*  
Katie Gaetjens, Assistant County Counsel  
Date 11/29/98

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 12/10/98  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: DEC 10 1998

AGENDA NO: C-9

ESTIMATED START TIME: 9:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Cancellation of Defaulted Land Sales Contract

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

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

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 X22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUGGESTED AGENDA TITLE:**

Request cancellation of Land Sales Contract 15644 to FREDDIE FLETCHER.

Cancellation Order and Copy of Default Notice attached

*12/14/98 Certified true copies x 3 to  
TAX TITLE*

98 DEC - 2 AM 4: 54  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: *ht Lewis & Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-201

Cancelling Land Sale Contract 15644 with FREDDIE FLETCHER upon Default of Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

- a) Contract purchaser, FREDDIE FLETCHER by contract dated January 10, 1992, book 2495 and Page 2049, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

W 33 1/2' OF LOT 1, BLOCK 11; N 12'2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

- b) The purchaser is now in default of the terms of contract in that purchaser

Failed to make monthly payments of \$90.00 since April 1, 1993 for a total of \$4,680.00.  
Failed to pay delinquent taxes for tax years 93/94, 94/95, 95/96, & 96/97 for a total of \$4,201.41.

- c) ORS 275.220 provides that upon default, the Board may cancel the contract:

- d) The County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

The Multnomah County board of Commissioner Orders:

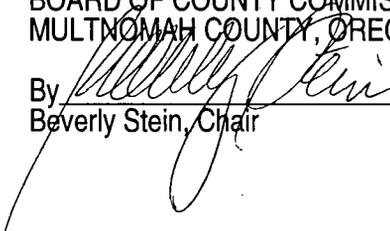
1. The subject contract be and is declared CANCELLED.
2. The Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. The MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

EARL J. FLETCHER  
HEIR TO FREDDIE FLETCHER  
102 NE MONROE ST  
PORTLAND OR 97212

Approved this 10th day of December, 1998.

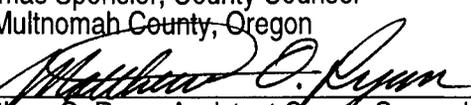


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: DEC 10 1998

AGENDA NO: C-10

ESTIMATED START TIME: 9:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Private Sale

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

REGULAR MEETING: Date Requested: Consent  
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 ext. 22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

Request approval of a private sale of tax foreclosed property under ORS 275.225 to TERAGRAM INVESTMENTS, INC.

The property is assessed at less than \$5,000.00 on the most recent assessment roll and has been shown to be unbuildable "AS IS" per letter from the City of Gresham and the pending sale is to be advertised as provided by ORS 275.225.

The price at sale is \$238.40.

Attached documents: Staff Report, Board Order, Deed D991597, and Notice of Sale.

*12/14/98 ORIGINAL Deed & copies of  
All to TAX TITLE*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *kt [Signature]*

BOARD OF  
COUNTY COMMISSIONERS  
98 DEC - 2 . AM 4:54  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Gary Thomas  
TODAY'S DATE: November 27, 1998  
RE: Request approval to sell a Tax Foreclosed Property at a Private Sale.

**I. Recommendation/Action Requested:**

Approval to sell a tax foreclosed property by Private Sale.

**II. Background/Analysis:**

This property was deeded to the County on January 1, 1922, through foreclosure for non-payment of property taxes. This property was made available to Government Agencies 97/98 and picked up by City of Gresham. City of Gresham deeded back to Tax Title 6-29-98. The Private Sale parcel is a strip of property 8' x 111' situated in the fenced yard area of situs 435 SE 5th St., Gresham, in Multnomah County (See area map of property, exhibit "B").

**III. Financial Impact:**

Private Sale will allow for recovery of delinquent taxes, interest, fees, and costs, and reinstate the property on the tax roll (see exhibit "C").

**IV. Legal Issues:**

No legal issues are expected, and Private Sales are provided for in ORS 275.225. This parcel would be sold "AS IS" without guarantee of clear title.

**V. Controversial Issues:**

Under ORS 275.225 Private Sales are only available on property that is unsuitable for construction and is valued at less than \$5,000. The 98/99 value is \$100. Property is currently located in Adjacent property owner's fenced yard.

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

This property has not been through section VI of Ordinance 895, due to property was requested by a government agency during section V. The property is a strip 8' x 111' and unbuildable as is. We do not anticipate any controversial issues to arise due to private sale.

**VII. Citizen Participation:**

Once the Board of County Commissioners approves the action to sell a notice will be placed in the Daily Journal of Commerce to advertise the Private Sale.

**VIII. Other Government Participation:**

Properties sold at Multnomah County Public or Private Sale are subject to Senate Bill 382. There are no liens recorded against this parcel at this time.



## EXHIBIT C

### PROPOSED PROPERTY LISTED FOR PRIVATE SALE FISCAL YEAR 1997-98

LEGAL DESCRIPTION: A parcel of land in the SW 1/4 of Section 10, Township 1 South, Range 3, East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Commencing at a point at the intersection of the East line of SE Roberts Ave, and the North line of SE 5th St.; thence North 88°15' East 200 feet along said North line of SE 5th St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence North 88°15' East 111 feet parallel to the North line said SE 5th St.; thence South 8 feet to the North line of said street; thence South 88°15' West 111 feet along said North line to the true point of beginning.

ADJACENT PROPERTY ADDRESS: 435 SE 5th St

TAX ACCOUNT NUMBER: R-99310-1130

GREENSPACE DESIGNATION: No Greenspace Designation was assigned to this property.

SIZE OF PARCEL: 870 (8' X 111')

#### ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:

MARKET VALUE:	\$ 100.00
OLD TAXES & INTEREST:	\$ 15.40
TAX TITLE MAINTENANCE COST:	\$ 0.00
ADVERTISING COST:	\$ 90.00
RECORDING DEED FEE: (Deeding to Purchaser)	\$ 33.00
CITY OF PORTLAND LIENS:	\$ <u>0.00</u>
<b>TOTAL PRICE OF PRIVATE SALE:</b>	<b>\$ 238.40</b>

99310-1130  
4/9/98



3' wide strip behind  
fence

looking east at 435 SE 5th

strip in yard area  
behind fence



Tax Title  
P.O. Box 2716  
Portland, OR 97206

RE: R993101130

To Whom it May Concern:

Please accept this letter as my official request for the property referred to as R993101130 to be sold to me from Multnomah County.

The property would be used to adjoin the existing adjacent parcel I currently own, 99310-2170.

Thank you for your consideration and prompt attention to this matter.

Sincerely



Francis X. Gaudette  
President  
Teragram Investments Inc.

98 SEP 14 AM 10:47  
TAX COLLECTION  
MULTNOMAH CO. OREGON



**CITY OF GRESHAM**

Community Development Department  
1333 N.W. Eastman Parkway  
Gresham, OR 97030-3813  
(503) 618-2400/2500  
FAX (503) 669-1376

Max D. Talbot  
Director  
618-2661

Private &  
Economic  
Development  
Team  
Rob Fussell  
Manager  
618-2835

Building  
Development  
Team  
Clint Hillman  
Manager  
618-2404

Project &  
Policy  
Development  
Team  
Richard Ross  
Manager  
618-2378

Office  
Manager  
Cathy Holmes  
618-2498

September 8, 1998

**Subject: Land Use Development Verification for Property at T1S R3E  
Section 10 CA, Lot 11200**

**To Whom it May Concern:**

Our office was recently requested to prepare this written verification of the opportunity for development of the above-referenced property. Our records indicate the following:

- The underlying land use district of this parcel is LDR (Low Density Residential), which is primarily intended for single-family detached and attached dwellings, manufactured homes, and two-unit attached dwellings, with a minimum lot size of 2,000 s.f. (single family attached) and minimum lot width of 16 feet (single family attached).
- The lot's dimensions are 8 feet by 111 feet (888 square feet).
- The creation of the tax lot was for the purpose of right-of-way dedication to Multnomah County.

The property is not considered to be suitable for construction of a structure, as is.

The above information is accurate to the best of our knowledge. If you have any questions regarding this information, please feel free to call the planner on duty at 618-2780.

Sincerely,

James S. Wheeler  
Community Planner

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY

ORDER NO. 98-202

Authorizing Private Sale of Certain Tax Foreclosed Property to TERAGRAM INVESTMENTS, INC, Including Direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes
- b) The property is assessed at \$100 in value on the County tax roll
- c) The property is unsuited for the construction or placement of structures thereon, as provided under ORS 275.225(2)
- d) TERAGRAM INVESTMENTS, INC have agreed to pay \$238.40 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225
- e) TERAGRAM INVESTMENTS, INC has agreed to reimburse the County for the cost of publishing notice of this sale

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2)
2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$238.40, the Chair of the Multnomah County Board of County Commissioners is hereby authorized to execute a deed conveying to TERAGRAM INVESTMENTS, INC the following real property situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A

Approved this 10th day of December, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
MULTNOMAH COUNTY, OREGON

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

EXHIBIT "A"

Acct. No. R-99310-1130

A parcel of land in the SW ¼ of Section 10, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Commencing at a point at the intersection of the East line of SE Roberts Ave. and the North line of SE 5<sup>th</sup> St.; thence N88°15'E 200 feet along said North line of SE 5<sup>th</sup> St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence N88°15'E 111 feet parallel to the North line said SE 5<sup>th</sup> St.; thence South 8 feet to the North line of said street; thence S88°15'W 111 feet along said North line to the true point of beginning.

NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225

Multnomah County Department of Environmental Services, Division of Assessment and Taxation, Tax Title Unit, 421 SW 6th Ave. Rm 300, Portland, Oregon 97204 will sell the following property:

A parcel of land in the SW 1/4 of Section 10, Township 1 South, Range 3, East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Commencing at a point at the intersection of the East line of SE Roberts Ave, and the North line of SE 5th St.; thence North 88°15' East 200 feet along said North line of SE 5th St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence North 88°15' East 111 feet parallel to the North line said SE 5th St.; thence South 8 feet to the North line of said street; thence South 88°15' West 111 feet along said North line to the true point of beginning.

A parcel of non-buildable land in the proximity of a VACANT LOT ADJACENT TO 435 SE 5TH ST, GRESHAM OREGON, Multnomah County, Oregon. Assessed Value \$100.

Deed D991597

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TERAGRAM INVESTMENTS, INC, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$238.40.

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

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

TERAGRAM INVESTMENTS, INC  
22060 SE 442ND  
SANDY OR 97055

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 10th day of December, 1998 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

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

DEED APPROVED:  
Kathy Tuneberg, Director  
Tax Collection/Records Management

By *K. A. Tuneberg*

AFTER RECORDING RETURN TO 166/300/TAX TITLE

EXHIBIT "A"

Acct. No. R-99310-1130

A parcel of land in the SW ¼ of Section 10, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Commencing at a point at the intersection of the East line of SE Roberts Ave. and the North line of SE 5<sup>th</sup> St.; thence N88°15'E 200 feet along said North line of SE 5<sup>th</sup> St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence N88°15'E 111 feet parallel to the North line said SE 5<sup>th</sup> St.; thence South 8 feet to the North line of said street; thence S88°15'W 111 feet along said North line to the true point of beginning.



Meeting Date: DEC 03 1998 **DEC 10 1998**  
Agenda No: R-3 **R-2**  
Est. Start Time: 9:00am **9:00**

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Report to the Board an Ordinance amending the zoning code (MC 11.15) to allow large land fills.

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

**REGULAR MEETING** Date Requested: December 3, 1998  
Amt. of Time Needed: 15 minutes

**DEPARTMENT:** DES **DIVISION:** Land Use Planning  
**CONTACT:** Susan Muir **TELEPHONE:** 248-3043 x22599  
**BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Susan Muir

**ACTION REQUESTED**

Informational Only     Policy Direction     Approval     Other

**SUGGESTED AGENDA TITLE**

Report to the Board an Ordinance amending the Zoning Code (MC 11.15) to allow large land fills.

12/14/98 copies to ordinance distribution list & copies to Susan Muir

**SIGNATURES REQUIRED**

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

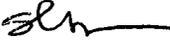
or

**Department Manager:** KB Kay R. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 NOV 25 AM 3:19

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

**To:** Board of County Commissioners

**From:** Planning Staff, Susan Muir, Principal Planner 

**Today's Date:** November 24, 1998

**Requested Placement Date:** December 3, 1998

**Subject:** Public hearing on an ordinance amending section 11.15 of the Multnomah County Code to adopt regulations on large fill sites. (Planning case files C 7-98 and C 8-98)

**I. Recommendation / Action Requested:**

**Recommend adoption of an ordinance that will amend various sections of the zoning code to allow for large fill operations over 5,000 cubic yards in non-resource zones (C 7-98).** The Planning Commission also recommended approval of an ordinance to allow these uses in resource zones as well (C 8-98). Since that time, however, the State Department of Land Conservation and Development has responded to the proposed ordinance and stated that "large fills may be allowed on land protected under Goals 3 and/or 4 only if conducted as a viable enhancement to agricultural or forest activities. Otherwise, the use may not be established without an exception...". Because of this new information, staff would recommend adoption of the ordinance to allow large fills in non-resource zones (C 7-98, EXHIBIT C) and would not recommend adoption of the ordinance to allow large fills in resource (farm and forest) zones (C 8-98, EXHIBIT D).

**II. Background / Analysis:**

Discussion on large fills came up when staff brought a draft of the new code enforcement ordinance before the Planning Commission last year. There were some large fills occurring under some "old" permits in the west hills that code enforcement received many complaints on and had caught the attention of the Planning Commission. Most of the complaints had to do with truck traffic, water quality, noise, wildlife habitat, changing the appearance of the terrain and poor management of the fill operation (hours of operation enforcement, etc.). The size of these previously approved fills is approximately 50,000 cubic yard of material.

There are many agencies that have something to do with excavation and fill activities on private property. Depending on the size and location of the property and what you're moving, Multnomah County, the Division of State Lands, the Army Corps of Engineers, Department of Agriculture, Department of Forestry, and the Oregon Department of Environmental Quality all may play a part in the review of some fills.

Currently Multnomah County processes fills over 50 cubic yards of material under a Grading and Erosion Control (GEC – MCC 9.40) permit. If the property has an average slope of 25% or more, they would be required to comply with the Hillside Development Permit (HDP MCC 11.15.6700) standards in addition to the GEC standards. The current code does not specify a particular use in association with these permits however, in the past months Multnomah County has denied a couple of large (+40,000 cubic yards) HDP's on the "use" issue. One basis for these denials was that the use was stated as accessory to a farm/forest use and that they were not development. One denial was appealed by the applicant but withdrawn after the first hearing with the Hearings Officer. The second administrative denial was appealed and the decision by the Hearings Officer was not appealed.

The Planning Commission was presented with historic information regarding the typical size of fills in Multnomah County as well as current state guidelines. The Planning Commission and Staff wanted to make clear criteria and standards throughout the process. The language included in the attached ordinance includes the following concepts:

- Apply the new regulations to anything over 5,000 cubic yards of material.
- Conditionally allow these large commercial fills in non-resource exception areas in the unincorporated area of Multnomah County.
- Include buffer requirements from property lines.
- Prohibit these uses from:
  - SEC or other protected stream areas (including state and federal)
  - Those sites designated wetland who have not received permits from Army Corp of Engineers and Division of State Lands
  - 100 year floodplains
- Define an "impact area" (similar to state concept for aggregate sites):
  - 1,500 feet around fill area
- Incorporate requirements for a reclamation plan.
- Require a specific timeline for the fill operation and reclamation plan.

### **III. Financial Impact**

The fiscal impact to the County of enforcing these "old" existing large fills has been significant. These criteria were drafted to place the burden of cost for engineering documentation and tracking on the applicant proposing the use rather than on the County. The applications will be processed under the full cost recovery system for application deposits currently in place.

### **IV. Legal Issues**

No legal issues have been identified. The revisions proposed are not known to be in violation of any County Planning Policy, Statewide Planning Goals, Statutes and Rules.

### **V. Controversial Issues**

These revisions are being proposed in part to clarify the issue of filling operations as a "use" in Multnomah County. In the past there has been confusion over what the use is and how it should be interpreted under the existing zoning ordinance. There are a number of these uses existing in

the unincorporated area of Multnomah County that have not been permitted and there may be testimony by these individuals. The controversy will be regarding enforcement actions regarding some particular properties. The enforcement actions should be kept separate from the discussion regarding this proposed ordinance.

Another controversial issue is the discussion that occurred at the Planning Commission level regarding the policy question of the use and whether or not these should be allowed in resource zones. The Planning Commission had lengthy discussions about allowing this use in resource zones and had concern that the state had not addressed the issue. There was a feeling that if the use ever became listed in farm and forest uses at the state level, the use would be something that the Planning Commission would like to address at a later date. However, at the end of that discussion, the Planning Commission decided to move forward and propose the language to bring the issue to light at the Board and State level. Since that time, we have received the attached letter from the Land Conservation and Development Commission.

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

These revisions are incorporated into the framework of the existing Multnomah County zoning ordinance. The link to existing policies is found by codifying existing interpretations from current planning cases. This ordinance clarifies and defines the use and provides clear standards by which the use will be reviewed.

#### **VII. Citizen Participation**

Notice of the Planning Commission hearing on the proposed ordinance was published in the *Oregonian* newspaper.

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

The background and analysis was done through coordinating with the Department of Environmental Quality, the Land Conservation and Development Commission, the Division of State Lands, the Army Corps of Engineers, the Department of Forestry, the Department of Agriculture, and the Multnomah County Transportation Division.

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#### **Attachments:**

##### **Final Ordinance**

**Exhibit A: Letter dated September 29, 1998 from Jon Jinnings, DLCD**

**Exhibit B: Memo dated August 3, 1998 from Jeff Litwak, County Counsel**

**Exhibit C: Memo dated July 13, 1998 from Susan Muir to Planning Commission**

- Resolution 7-98
- Draft Ordinance C 7-98

**Exhibit D: Memo dated August 27, 1998 from Susan Muir to Planning Commission**

- Resolution 8-98
- Draft Ordinance C 8-98



# Oregon

John A. Kitzhaber, M.D., Governor

Department of Land Conservation and Development

1175 Court Street NE

Salem, OR 97310-0590

(503) 373-0050

FAX (503) 362-6705

Web Address: <http://www.lcd.state.or.us>

September 29, 1998

Susan Muir, Senior Planner  
Multnomah County Land Use Planning Division  
2115 SE Morrison  
Portland, OR 97214

Dear Susan:

The department has completed a review of a plan amendment to allow "large fills" as a conditional use in the county's exclusive farm use and forest use zones (local file # C 8-98). It is our understanding that the term "large fills" as contemplated by this proposal is used to describe the disposal of soil primarily generated by development activity occurring in urban areas. If approved, it would be within the county's discretion to authorize the disposal of over 5,000 cubic yards of earthen material on properties planned and zoned for resource use.

We have the following comments:

The controlling land use statutes and associated administrative rules do not specifically provide an opportunity for the permanent disposal of large amounts of soil originating from off-site non-resource activities. A site for the disposal of solid waste may be approved pursuant to ORS 215.283(2)(j) and OAR 660-033-0120. However, it is our understanding that the disposal of soil does not fall under the purview of the relevant portions of ORS Chapter 459. Therefore, this activity is precluded from consideration as solid waste disposal. The county may find it helpful to discuss this issue with the Department of Environmental Quality.

NOTICES OF DECISION  
MULTNOMAH COUNTY  
30 OCT - 11 PM 12:27

**EXHIBIT A**

In conclusion, "large" fills may be allowed on land protected under Goals 3 and/or 4 only if conducted as a viable enhancement to agricultural or forest activities. Otherwise, the use may not be established without an exception pursuant to OAR 660, Division 4.

Thank you for this opportunity to comment. Please enter this letter into the record of these proceedings and provide us with a copy of the decision. If additional information is provided at the hearing we ask that the hearing be continued, pursuant to ORS 197.763(4)(b), to allow us time to review the new information and comment if necessary.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jon Jinings', with a long horizontal line extending to the right.

Jon Jinings  
Farm/Forest Coordinator *and*  
Regional Representative

<p:\multnoma\fill.wpd>

cc: Ronald Eber, DLCD  
James W. Johnson, ODA  
Leslie Kochan, DEQ



OFFICE OF  
MULTNOMAH COUNTY COUNSEL

THOMAS STONSLER  
County Counsel

1120 S.W. FIFTH AVENUE, SUITE 1530  
PORTLAND, OREGON 97204-1977

FAX 248-3377  
(503) 248-3138

SANDRA N. DUFFY  
Chief Assistant

SUSAN THOMPSON  
KATIE GAETJENS  
CHRISTINE M. STEIN  
JEFFREY B. LITWAK  
STEVEN I. NEALSON  
MATTHEW O. RYAN  
JAMES SPOFFORD  
JAMES S. THOMAS  
MARSHALL A. WOOD  
Assistants

MEMORANDUM

August 3, 1998

TO: Susan Muir  
FROM: Jeff Litwak, Assistant County Counsel *JLW*  
SUBJECT: Large Fills in the CFU and EFU zones

You asked whether Multnomah County may properly prohibit large dirt fills in the CFU and EFU zones.

Short Answer

Large Fills are not permitted uses under the ORS and OAR provisions for use of EFU and CFU land. Thus, Multnomah County may enact an ordinance expressly prohibiting large fills in these zones.

Analysis

The ORS and OAR list uses that may be established on EFU and CFU land. (ORS 215.283; ORS 527-722; OAR 660-06-0025; OAR 660-33-0120) None of the listed uses include dirt landfills. These are the only uses that EFU and CFU land may be used for.

Solid waste disposal sites permitted by the Department of Environmental Quality pursuant to ORS 459.245 are permitted on both EFU and CFU land, however the definition of a disposal site under ORS 459.005(8), (14) and (24) does not contemplate dirt landfills.



Multnomah County Transportation and  
Land Use Planning Division  
2115 SE Morrison Street  
Portland, OR 97214  
phone: (503)248-3043 fax: (503)248-3389  
email: [land.use.planning@co.multnomah.or.us](mailto:land.use.planning@co.multnomah.or.us)

## M E M O

**TO:** Planning Commissioners  
**FROM:** Susan L. Muir, Senior Planner   
**DATE:** July 13, 1998  
**SUBJECT:** Public Hearing - Large Fills

---

Please find attached the proposed Planning Commission Resolution, the draft Board of County Commissioners supplemental staff report and the proposed ordinance for large fills as discussed at the May 18, 1998 Planning Commission meeting. This item is scheduled for a public hearing on July 20, 1998.

7/20/98  
PC mtg

EXHIBIT C

BEFORE THE PLANNING COMMISSION

OF MULTNOMAH COUNTY, OREGON

In the matter of the adoption of amendments to the )  
Multnomah County Zoning Ordinance ) RESOLUTION  
by the Multnomah County Board of Commissioners ) C 7-98  
regarding large fill operations )

The Multnomah County Planning Commission finds:

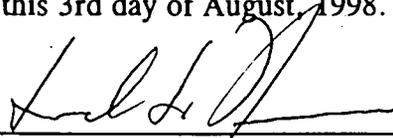
- a. The proposed ordinance:
  - Addresses the current problem of large fill areas and sites which have been largely unregulated;
  - Minimizes potentially adverse effects on the public and property surrounding the fill site;
  - Acknowledges that natural resources can be impacted by large fill sites;
  - Distinguishes large fills as a temporary use dependent to a large degree upon market conditions and resource size and that reclamation and the potential for future use of the land for other activities must also be considered;
  - Provides clear and objective standards by which these uses will be reviewed;
  - Recognizes that large fills areas should not impede future uses otherwise allowed under the Comprehensive Framework Plan;
  - Is consistent with state rules which do not currently list large fill sites as a use in farm and forest resource zones; and
  - Acknowledges that at the time of adoption of this ordinance, Multnomah County had not made the determination that the use of large fills would or would not be consistent with other uses allowed in the farm and forest zones due to the fact that they are not uses allowed under state rules.
- b. On July 13, 1998, the draft Ordinance on large fills was sent to the Oregon Department of Land Conservation and Development for a 45 day review period,
- c. On July 20, 1998, the Multnomah County Planning Commission held a public hearing on the draft ordinance on large fills and made the changes to the proposed ordinance, and;
- d. On August 3, 1998 the Planning Commission reviewed the proposed revisions to the attached ordinance dated August 3, 1998.

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the proposed ordinance attached as Exhibit A be adopted by the Multnomah County Board of Commissioners.

APPROVED this 3rd day of August, 1998.

By



\_\_\_\_\_  
Leonard Yoon, Chair  
Multnomah County Planning Commission  
Multnomah County, Oregon

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance amending the Multnomah County Zoning Ordinance regarding  
6 the provisions for large fill operations.

7  
8           (Language in ~~strikethrough~~ is to be deleted; underlined language is new)

9  
10           Multnomah County Ordains as follows:

11  
12 Section I. Findings

13  
14 (A) The Planning Commission initiated discussion regarding large fill operations  
15 currently being operated in the unincorporated area of Multnomah County that were  
16 receiving large numbers of complaints by surrounding property owners.

17  
18 (B) On April 6, 1998 and May 18, 1998 the Planning Commission held work  
19 sessions on large fill operations and came up with conceptual language to regulate  
20 such uses. The Planning Commission directed Staff to draft ordinance language to  
21 implement the standards proposed.

22  
23 (C) The Staff brought ordinance language to a public hearing before the Planning  
24 Commission on July 20, 1998 ~~and a meeting on August 3, 1998~~ with the following  
25 purposes:

- 26  
27           (1) To address the current problem of large fill areas and sites which have  
28           been largely unregulated;  
29           (2) Minimize potentially adverse effects on the public and property  
30           surrounding the fill site;  
31           (3) Acknowledge that natural resources can be impacted by large fill sites;

1       (4) Distinguish large fills as a temporary use dependent to a large degree  
2             upon market conditions and resource size and that reclamation and the  
3             potential for future use of the land for other activities must also be  
4             considered;

5       (5) Provide clear and objective standards by which these uses will be  
6             reviewed; and

7       (6) Recognize that large fills areas should not impede future uses otherwise  
8             allowed under the Comprehensive Framework Plan;

9       ~~(7) To be consistent with state rules which do not currently list large fill~~  
10            ~~sites as a use in farm and forest resource zones, and~~

11       ~~(8) To clarify that at the time of adoption of this ordinance, Multnomah~~  
12            ~~County has not made the determination that the use of large fills would~~  
13            ~~or would not be consistent with other uses allowed in the farm and forest~~  
14            ~~zones due to the fact that they are not uses allowed under state rules.~~

15  
16 Section II. Amendment of the Multnomah County Zoning Code MCC 11.15

17

18 MCC 11.15.0005 - Definitions

19

Large fill – The addition of more than 5,000 cubic yards of material to a site.

20

\* \* \*

21

22 **Multiple Use Agriculture MUA-20 11.15.2122**

23

\* \* \*

24

25 **11.15.2132 Conditional Uses**

26

The following uses may be permitted when found by the approval authority to satisfy the applicable ordinance standards:

27

28 (A) Community Service Uses pursuant to the provisions of MCC .7005 through  
29 .7041;  
[Amended 1982, Ord. 330 § 2]

30

\* \* \*

31

(D) Large Fills as provided for in MCC 11.15.7350.

1

2

\* \* \*

3

**Rural Residential RR 11.15.2212**

4

5

\* \* \*

6

**11.15.2212 Conditional Uses**

7

8

The following uses may be permitted when found by the Hearings Officer to satisfy the applicable Ordinance standards:

9

(A) Community Service Uses under the provisions of MCC .7005 through .7041.  
*[Amended 1982, Ord. 330 § 2]*

10

11

\* \* \*

12

(C) Large Fills as provided for in MCC 11.15.7350.

13

\* \* \*

14

15

**Rural Center RC 11.15.2242**

16

17

\* \* \*

18

**11.15.2252 Conditional Uses**

19

The following uses may be permitted when found by the approval authority to satisfy the applicable ordinance standards:

20

21

(A) Community Service Uses pursuant to the provisions of MCC .7005 through .7041

22

*[Amended 1982, Ord. 330 § 2]*

23

\* \* \*

24

(E) Large Fills as provided for in MCC 11.15.7350.

25

\* \* \*

26

27

**Conditional Use – Large Fills**

28

29

**11.15.7350 Purposes**

30

The purpose of the Large Fills section is to address the need for large fill sites in

31

the unincorporated area of Multnomah County while protecting the rural

- 1 character and natural resources of the County. These regulations are designed to:
- 2 (A) To address the current problem of large fill areas and sites which have been
- 3 largely unregulated;
- 4 (B) Minimize potentially adverse effects on the public and property surrounding
- 5 the fill site;
- 6 (C) Acknowledge that natural resources can be impacted by large fill sites;
- 7 (D) Distinguish large fills as a use dependent to a large degree upon market
- 8 conditions and resource size and that reclamation and the potential for future
- 9 use of the land for other activities must also be considered;
- 10 ~~(E) Provide clear and objective standards by which these uses will be reviewed,~~
- 11 ~~and~~
- 12 (F) Recognize that large fills areas should not impede future uses otherwise
- 13 allowed under the Comprehensive Framework Plan.;
- 14 ~~(G) To be consistent with state rules which do not currently list large fill sites as~~
- 15 ~~a use in farm and forest resource zones, and~~
- 16 ~~(H) To clarify that at the time of adoption of this ordinance, Multnomah County~~
- 17 ~~has not made the determination that the use of large fills would or would not~~
- 18 ~~be consistent with other uses allowed in the farm and forest zones due to the~~
- 19 ~~fact that they are not uses allowed under state rules.~~

21 **11.15.7355 Excluded Areas**

22 Large fills shall not be allowed in:

- 23 (A) Areas designated SEC-s;
- 24 (B) Other stream areas protected by other local, state and federal agencies;
- 25 (C) Jurisdictional wetlands which have not received fill permits from The
- 26 Army Corp of Engineers and Division of State Lands; or
- 27 (D) 100 year floodplains.

28 **11.15.7360 Application Information Required**

29 An application for a large fill site shall include the following:

- 30 (A) A scaled site plan showing the subject property and all uses, roads, parcels,
- 31 structures and water features within 1,500 feet of the fill area, when such

- 1 information can be gathered without trespass;
- 2 (B) A contour map at 5' intervals showing both existing and proposed contours
- 3 with datum ;
- 4 (C) A geotechnical report for the entire fill area. The report shall include but not
- 5 be limited to:
  - 6 (1) methods of site preparation;
  - 7 (2) specific fill methods to be used including techniques such as
  - 8 benching and terracing;
  - 9 (3) compaction methods; and
  - 10 (4) drainage analysis showing pre and post development runoff conditions
  - 11 (5) underground drainage systems utilized for fill compaction shall have a
  - 12 hydraulic analysis to determine the amount of water to be
  - 13 accommodated;
  - 14 (6) known landslides and other geologically unstable areas within 1,500 feet
  - 15 surrounding the fill area; and
  - 16 (7) an erosion control plan for year round protection of the fill site from
  - 17 erosion. The plan should include erosion control measures for
    - 18 (a) Winter stabilization
    - 19 (b) rainy season operations in spring & fall
    - 20 (c) summer operations
    - 21 (d) timelines for the various phases
- 22 (D) Written findings demonstrating how the proposal complies with MCC
- 23 11.15.7365.
- 24 (E) A copy of the deed(s) to all parcels on which the fill site will be located.
- 25 (F) A written description of the project including specific timelines for all phases
- 26 and proposed hours of operation.
- 27 (G) Application materials required to comply with MCC 11.15.6720, .6725 and
- 28 .6730.
- 29 A four season erosion control plan indicated on the site plan and timeline for
- 30 implementation.
- 31 (H) A reclamation plan submitted by a licensed landscape architect
- demonstrating that reclaimed surfaces conform with the natural landforms of

1 the surrounding terrain.

2 **11.15.7365 Criteria for Approval**

3 The approval authority shall find that:

4 (A) The applicant demonstrates that the property shall be capable of being used  
5 as provided in the Comprehensive Plan and the underlying district after the  
6 fill operation.

7 (B) The applicant has shown that the following standards can or will be met by a  
8 specified date:

9 (1) Access and traffic.

10 (a) Prior to any filling activity, all on-site roads used in the fill  
11 operation and all roads from the site to a public right-of-way shall  
12 be designed and constructed to accommodate the vehicles and  
13 equipment which will use them.

14 (b) All on-site and private access roads shall be paved or adequately  
15 maintained to minimize dust and mud generation within 100 feet of  
16 a public right-of-way.

17 (c) No material shall be tracked or discharged in any manner onto any  
18 public right-of-way.

19 (d) The applicant shall submit a traffic management plan ~~that identifies~~  
20 ~~impacts to existing County infrastructure and an assessment as to the~~  
21 ~~ability of the existing infrastructure to withstand increased traffic loading~~  
22 ~~and usage.~~ The County Engineer shall review the submitted plan and  
23 shall certify, based on findings relating to the *Multnomah County*  
24 *Rules for Street Standards*, that the road(s) identified in the plan:

25 (i) Are suitable for all additional traffic created by the fill  
26 operation for the duration of the activity, or

27 (ii) If the roads are unsuitable for all additional traffic created by  
28 the fill operation for the duration of the activity that:

29 • The applicant has committed to finance installation of the  
30 necessary improvements under the provisions of 02.200(a) or  
31 (b) of the *Multnomah County Rules for Street Standards*, and

1                   • A program has been developed for the number and weight of  
2                   trucks that can safely be accommodated at specific levels of  
3                   road improvement. Based upon those findings, the Hearing  
4                   Authority may attach related conditions and restrictions to  
5                   the conditional use approval.

6                   (e) Truck movements related to the dumping of materials shall occur  
7                   entirely on-site and not utilize the public right-of-way or private  
8                   easements.

9                   (2) Buffer requirements.

10                  (a) All existing vegetation and topographic features which would  
11                  provide screening and which are within 100 feet of the proposed  
12                  area of fill shall be preserved. The applicant shall demonstrate that  
13                  the existing screening is sufficient to ensure the project site will not  
14                  noticeably contrast with the surrounding landscape, as viewed from  
15                  an identified viewing areas, neighboring properties, or accessways,  
16                  or;

17                  (b) If existing vegetation and topography is insufficient to obscure the  
18                  site from neighboring properties, accessways or identified key  
19                  viewing areas, the applicant shall propose methods of screening and  
20                  indicate them on a site plan. Examples of screening methods  
21                  include landscape berms, hedges, trees, walls, fences or similar  
22                  features. All required screening shall be in place prior to  
23                  commencement of the fill activities.

24                  (c) The Approval Authority may grant exceptions to the screening  
25                  requirements if:

26                   (i) The proposed fill area, including truck line-up area and fill  
27                   areas are not visible from any neighboring properties, key  
28                   viewing areas and accessways identified in (b) above, or

29                   (ii) Screening will be ineffective because of the topographic  
30                   location of the site with respect to surrounding properties.

31                  (3) Signing.

1           One directional sign for each point of access to each differently named  
2           improved street may be allowed for any operation. Signing shall be  
3           specified and controlled by the standards of MCC 11.15.7974.

4           (4) Timing of Operation

5           (a) Hours of operation shall be specified on each application. At a  
6           maximum operating hours shall be allowed from 7:00 am to 6:00  
7           pm. Large fills shall not operate on Sundays or on New Year's Day,  
8           Memorial Day, July 4th, Labor Day, Thanksgiving Day, and  
9           Christmas Day.

10           ~~(b) The placement of fill materials shall not occur from October 1<sup>st</sup>~~  
11           ~~May 1<sup>st</sup>~~

12           (5) Air, water, and noise quality.

13           (a) The applicant shall obtain and comply with the standards of all  
14           applicable permits from the Department of Environmental Quality.  
15           Copies of all required permits shall be provided to Multnomah  
16           County prior to beginning filling. If no permits are required, the  
17           application shall provide written conformation of that from the  
18           Department of Environmental Quality.

19           (b) Sound generated by an operation shall comply with the noise  
20           control standards of the Department of Environmental Quality.  
21           Compliance with the standards may be demonstrated by the report  
22           of a certified engineer.

23           (6) Minimum Setbacks.

24           (a) For filling activities the minimum setback shall be:  
25           100 feet to a property line, or if multiple parcels, to the outermost  
26           property line of the site.

27           (b) For access roads and residences located on the same parcel as the  
28           filling or processing activity, setbacks shall be as required by the  
29           underlying district.

30           (7) Reclaimed Topography.

31           All final reclaimed surfaces shall be stabilized by ground control

1 methods as specified by the landscape architect. Reclaimed surfaces  
2 shall conform with the natural landforms of the surrounding terrain.

3 (8) Safety and security.

4 Safety and security measures, including fencing, gates, signing, lighting,  
5 or similar measures, shall be provided to prevent public trespass and  
6 minimize injury in the event of trespass to identified hazardous areas  
7 such as steep slopes, water impoundments, or other similar hazards .

8 (9) Phasing program.

9 Each phase of the operation shall be reclaimed within the time frame  
10 specified in subsection (11) or as modified in the decision.

11 (10) Timeline

12 ~~A large fill shall be completed. Timelines for Large fill Conditional Use~~  
13 ~~Permits shall conform within the 2-year period pursuant to MCC~~  
14 ~~11.15.7110(C), unless otherwise approved by the Approval Authority.~~  
15 ~~The applicant may request a longer time period for completion as part of~~  
16 ~~the initial application. If an approval has been issued, the applicant may~~  
17 ~~request a longer time period for completion pursuant to MCC~~  
18 ~~11.15.8240 (B).~~

19  
20 If completion of a large fill project extends beyond 2 years pursuant to  
21 MCC 11.15.7110(C), the applicant shall submit an engineering report  
22 prepared and signed by a licensed engineer at least once per year by  
23 October 31, or as otherwise specified by the Approval Authority. The  
24 engineering report shall describe at a minimum the following:

25  
26 (a) the amount of fill added to the site since the start of the fill or the last  
27 engineering report and stability measures used and planned for the new  
28 fill.

29  
30 (b) future fill locations within the approved site and stability measures  
31 planned both within and outside the fill site.

1  
2 (c) incidents of landslide or other instability within and outside the fill  
3 site, clean-up efforts for these incidents, and measures used and planned  
4 to prevent future incidents.

5  
6 (11) Reclamation Schedule.

7 (a) Reclamation shall begin within twelve (12) months after fill activity  
8 ceases on any segment of the project area. Reclamation shall be  
9 completed within three (3) years after all filling ceases, except where  
10 the Approval Authority finds that these time standards cannot be  
11 met.

12 (b) The owner shall provide an acceptable guarantee of financial surety  
13 to the County prior to beginning work. The applicant shall provide  
14 an estimate of the cost to implement the approved plan. Estimated  
15 costs shall be based upon the current local construction costs. The  
16 financial guarantee shall be 150 percent of the estimated cost to  
17 complete the plan. The financial guarantee may be reduced to 125  
18 percent of the cost in cases where the property owner has a written  
19 contract with a contractor to guarantee completion of the work which  
20 has been reviewed and approved by the County. All such contracts  
21 are subject to review by the County. Prior to release of the financial  
22 guarantee, the applicant shall submit a report from a licensed  
23 professional engineer whose main area of expertise is geotechnical  
24 engineering to the County, approving the construction and  
25 reclamation and certifying its completion.

26 **11.15.7370 Monitoring**

27 The Planning Director shall periodically monitor all fill operations. The dates and  
28 frequency of monitoring shall be determined by the Approval Authority based  
29 upon the number and type of surrounding land uses and the nature of the fill  
30 operation. If the Director determines that a fill operation is not in compliance with  
31 the approval, enforcement proceedings pursuant to MCC 11.15.9052 or as

1 deemed appropriate by the Multnomah County Counsel shall be instituted to  
2 require compliance.

3  
4 For multiple year projects, prior to commencement of material placement in the  
5 spring, an engineers report shall be submitted detailing the condition of the fill  
6 after the rainy season. The report shall include any remediation needed and any  
7 necessary modifications to fill placement due to failure, slumpage, slides, etc.

8  
9  
10 ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1998, being the date of its  
11 second reading before the Board of County Commissioners of Multnomah County.

12  
13 BOARD OF COUNTY COMMISSIONERS  
14 FOR MULTNOMAH COUNTY, OREGON

15  
16 \_\_\_\_\_  
17 Beverly Stein, Chair

18  
19  
20 REVIEWED:

21  
22 THOMAS SPONSLER, COUNTY COUNSEL  
23 FOR MULTNOMAH COUNTY, OREGON

24  
25 By \_\_\_\_\_

26 Thomas Sponsler, County Counsel



Multnomah County Land Use Planning Division  
2115 SE Morrison Street  
Portland, OR 97214  
phone: (503)248-3043 fax: (503)248-3389  
email: land.use.planning@co.multnomah.or.us

## M E M O

**TO:** Planning Commissioners  
**FROM:** Susan L. Muir, Senior Planner *slm*  
**DATE:** August 27, 1998  
**SUBJECT:** Public Hearing - Large Fills in Resource Zones

At the last Planning Commission meeting, the large fill ordinance was recommended to the Board of County Commissioners. This ordinance listed large fills (defined as those over 5,000 cubic yards of material) as conditional uses in the exception zones (RR – rural residential, RC – rural center and MUA-20 – multiple use agriculture). The ordinance outlined standards relating to the fill operation including seasonal limitations, traffic standards, buffering requirements and others.

The Planning Commission then directed staff to draft an ordinance listing large fills as a use in the resource zones (CFU – commercial forest use and EFU – exclusive farm use). The Staff and County Counsel have both taken the position that large fills are not a listed use in the state rules and therefore have not recommended these be listed in County Ordinances. However, the attached ordinance fulfills the Planning Commission direction and lists large fills as conditional uses in the CFU, CFU-1, CFU-2, CFU-3, CFU-4 and EFU zones.

The purposes listed in the original large fill ordinance are as follows:

- (1) To address the current problem of large fill areas and sites which have been largely unregulated;
- (2) Minimize potentially adverse effects on the public and property surrounding the fill site;
- (3) Acknowledge that natural resources can be impacted by large fill sites;
- (4) Distinguish large fills as a temporary use dependent to a large degree upon

9/14/98  
PC mtg

**EXHIBIT D**

market conditions and resource size and that reclamation and the potential for future use of the land for other activities must also be considered;

- (5) Provide clear and objective standards by which these uses will be reviewed ;
- (6) Recognize that large fills areas should not impede future uses otherwise allowed under the Comprehensive Framework Plan;
- (7) To be consistent with state rules which do not currently list large fill sites as a use in farm and forest resource zones; and
- (8) To clarify that at the time of adoption of this ordinance, Multnomah County has not made the determination that the use of large fills would or would not be consistent with other uses allowed in the farm and forest zones due to the fact that they are not uses allowed under state rules.

Items 7 & 8 have been deleted from the attached ordinance.

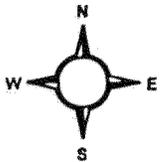
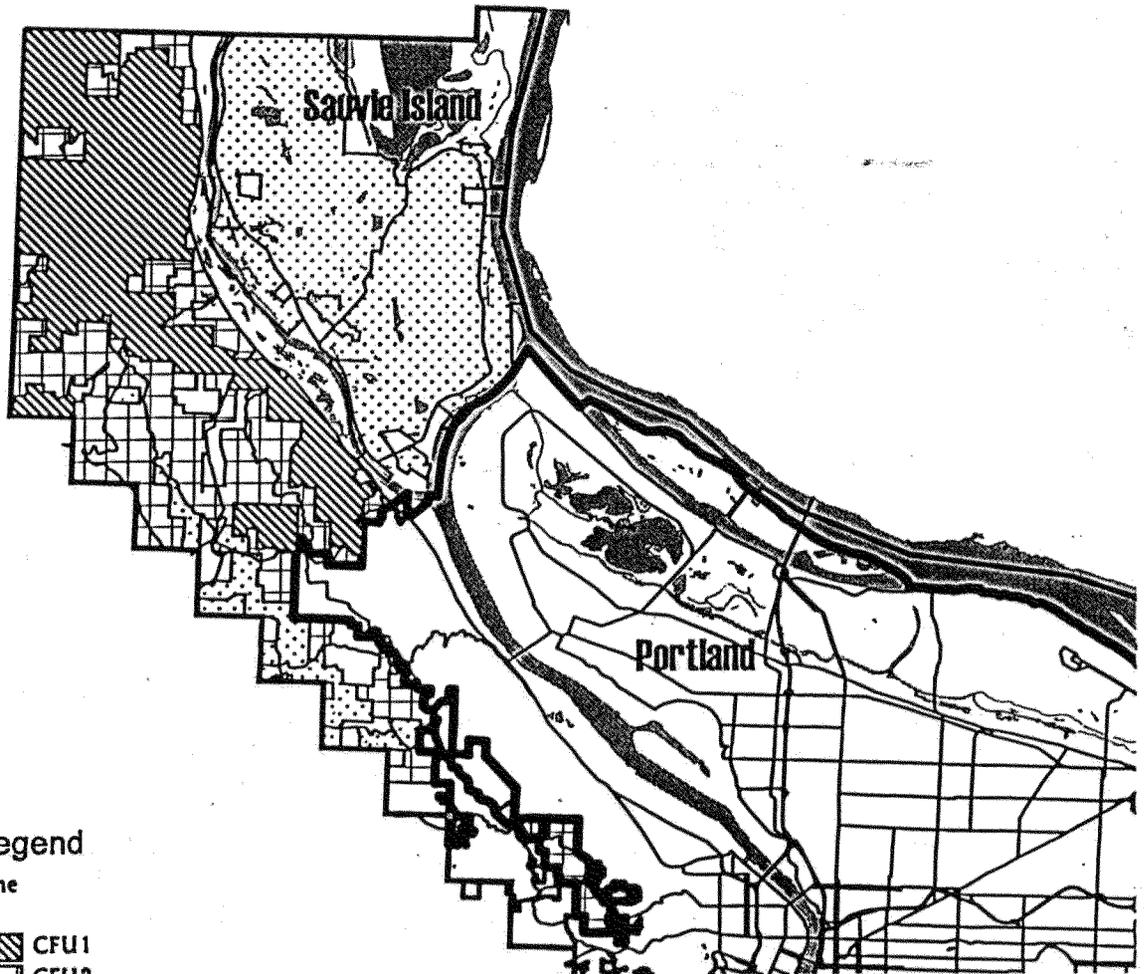
Staff would recommend that if the Planning Commission moves forward on listing large fills as a use in resource zones, they only list them conditionally in CFU, CFU-2 and CFU-4 but not in the other resource zones. Preliminarily, the reason for excluding the other CFU zones and EFU is a compatibility issue. The CFU-1 and CFU-3 zones allow fewer non-resource uses than CFU-2 and CFU-4. EFU is excluded because the nature of the resource being protected is inherent in the soils. Since the majority of EFU lands in Multnomah County are high value soils, allowing non-agricultural fills on resource lands could compromise the resource.

Staff would recommend the Planning Commission conduct the public hearing, and discuss the options for moving forward on this recommendation. Staff would then recommend the Planning Commission discuss findings and determine which zones it intends to recommend this use be listed in.

The following table should help illustrate the differences between the zones involved in this discussion. The attached map shows where these zoning districts apply in the County. A public hearing has been scheduled and noticed for September 14, 1998.

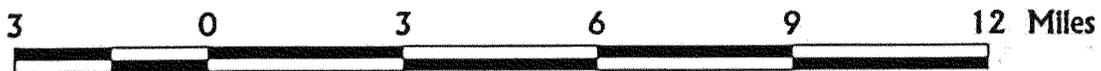
Zone	Characteristics	
<b>Commercial Forest Use Zones</b>		
CFU	All CFU zoned property between Gresham and the Sandy River. Generally smaller land holdings. Allows template dwellings.	List Conditionally
CFU-1 West Hills	Large land holdings, generally in excess of 40 acres with few or no existing residences. Does not allow template dwellings.	Do not list
CFU-2 West Hills	Smaller land holdings generally less than 40 acres with scattered existing residences. Allows template dwellings.	List Conditionally
CFU-3 East of Sandy	Includes Mt. Hood National Forest and adjacent large commercial timber parcels. Does not allow template dwellings or disaggregation.	Do not list
CFU-4 East of Sandy River	Smaller land holdings with scattered existing residences. Allows disaggregation and template dwellings.	List Conditionally
<b>Exclusive Farm Use</b>		
EFU		Do not list

# West Hills Resource Zones



Legend  
Zone

-  CFU1
-  CFU2
-  EFU



Scale 1"=3 miles



**PREPARED BY:**

**DEPARTMENT OF  
ENVIRONMENTAL SERVICES  
TRANSPORTATION & LAND  
USE PLANNING DIVISION**

**SOURCE:**

**METRO RLIS LITE DATA  
DICTIONARY, JANUARY 1987**

The information on this map was derived from digital databases on Multnomah County GIS. Care was taken in the creation of this map but it is provided "as is". Multnomah County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

August 10, 1998

**BEFORE THE PLANNING COMMISSION  
OF MULTNOMAH COUNTY, OREGON**

In the matter of the adoption of amendments to the	)	
Multnomah County Zoning Ordinance	)	RESOLUTION
by the Multnomah County Board of Commissioners	)	C 8-98
regarding large fill operations in resource zones	)	

The Multnomah County Planning Commission finds:

- a. The proposed ordinance:
  - Addresses the current problem of large fill areas and sites which have been largely unregulated;
  - Minimizes potentially adverse effects on the public and property surrounding the fill site;
  - Acknowledges that natural resources can be impacted by large fill sites;
  - Distinguishes large fills as a temporary use dependent to a large degree upon market conditions and resource size and that reclamation and the potential for future use of the land for other activities must also be considered;
  - Provides clear and objective standards by which these uses will be reviewed, and;
  - Recognizes that large fills areas should not impede future uses otherwise allowed under the Comprehensive Framework Plan.
- b. On August 28, 1998, the draft Ordinance on large fills was sent to the Oregon Department of Land Conservation and Development for a 45 day review period,
- c. On September 14, 1998, the Multnomah County Planning Commission held a public hearing on the draft ordinance on large fills in resource zones and made a recommendation to the Board of County Commissioners.

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the proposed ordinance attached as Exhibit A be adopted by the Multnomah County Board of Commissioners.

APPROVED this 14<sup>th</sup> day of September, 1998.

By   
\_\_\_\_\_  
John Ingle, Vice-Chair  
Multnomah County Planning Commission  
Multnomah County, Oregon

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                   FOR MULTNOMAH COUNTY, OREGON  
3   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance amending the Multnomah County Zoning Ordinance regarding  
6 the provisions for large fill operations in resource zones.

7  
8           (Language in ~~striketrough~~ is to be deleted; underlined language is new)

9  
10                           Multnomah County Ordains as follows:

11  
12   Section I. Findings

13  
14   (A) The Planning Commission initiated discussion regarding large fill operations  
15 currently being operated in the unincorporated area of Multnomah County that were  
16 receiving large numbers of complaints by surrounding property owners.

17  
18   (B) On April 6, 1998 and May 18, 1998 the Planning Commission held work  
19 sessions on large fill operations and came up with conceptual language to regulate  
20 such uses. The Planning Commission directed Staff to draft ordinance language to  
21 implement the standards proposed.

22  
23   (C) The Planning Commission recommended an ordinance for large fills on August  
24 3, 1998 and directed the Staff to draft language allowing large fills in resource zones.

25  
26   (D) On September 14, 1998 the Planning Commission held a public hearing and  
27 recommended the language proposed in this ordinance.

28  
29   (E) The purposes of conditionally allowing large fills in resource zones are as  
30 follows:

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**West Hills CFU – 2**

**11.WH.2050 Conditional Uses**

The following uses may be permitted when found by the approval authority to satisfy the applicable standards of this Chapter:

\* \* \*

(F) Type B home occupation pursuant to MCC 11.15.7455 through .7465 and provided:

\* \* \*

(G) Large Fills as provided for in MCC 11.15.7350.

**East of Sandy River CFU-3**

**11.ES.2090 Conditional Uses**

The following uses may be permitted when found by the approval authority to satisfy the applicable standards of this Chapter:

\* \* \*

(E) Type B home occupations pursuant to MCC 11.15.7455 through .7465 and provided:

\* \* \*

(F) Large Fills as provided for in MCC 11.15.7350.

**East of Sandy River CFU – 4**

**11.ES.2050 Conditional Uses**

The following uses may be permitted when found by the approval authority to satisfy the applicable standards of this Chapter:

\* \* \*

(F) Type B home occupation pursuant to MCC 11.15.7455 through .7465 and provided:

\* \* \*

(D) Large Fills as provided for in MCC 11.15.7350.

**Exclusive Farm Use**

**11.15.2012 Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC .7105 to .7135:

\* \* \*

(P) A single family lot or parcel of record dwelling may be allowed on land identified as high-value farmland when:

\* \* \*

(O) Large Fills as provided for in MCC 11.15.7350.

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ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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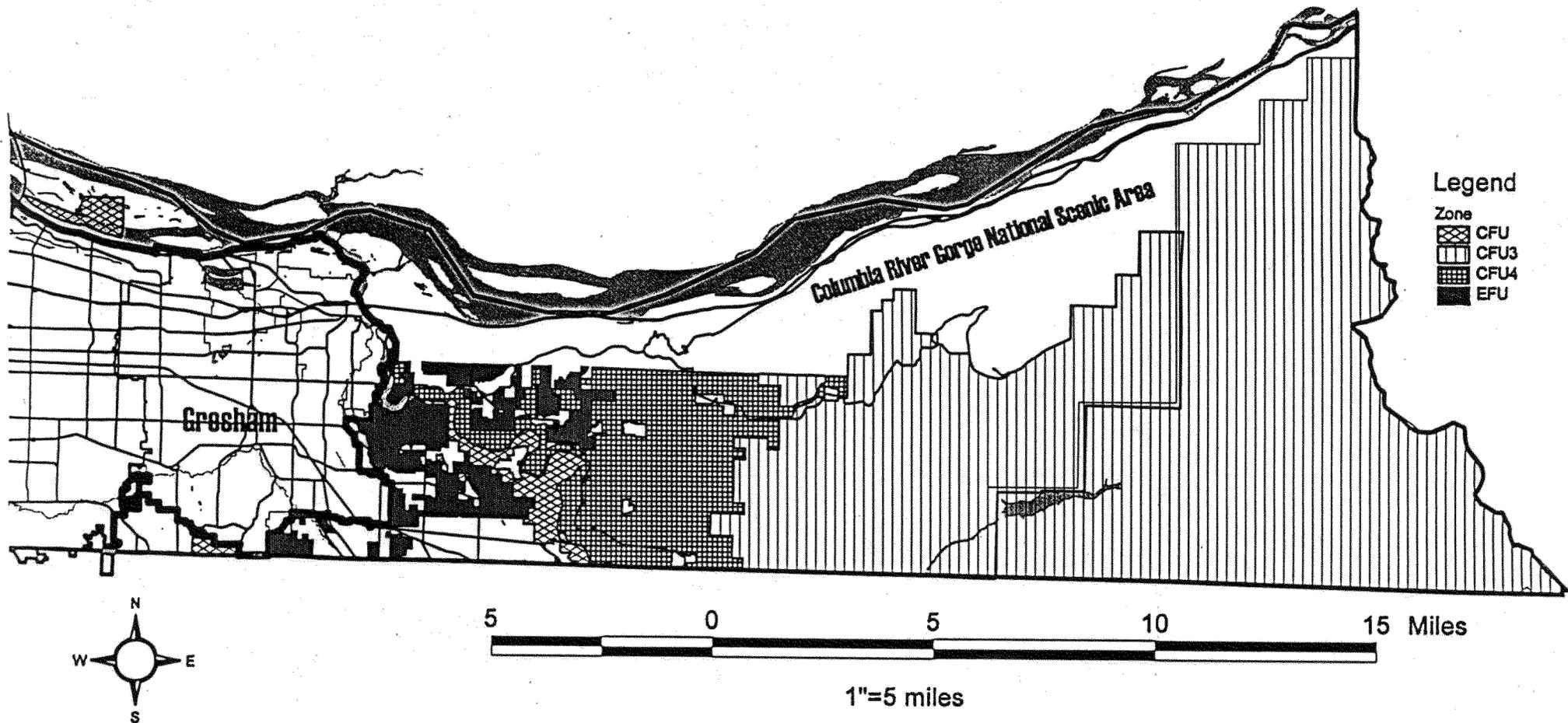
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Counsel

# East County Resource Zones



**PREPARED BY:**

**DEPARTMENT OF  
ENVIRONMENTAL SERVICES  
TRANSPORTATION & LAND  
USE PLANNING DIVISION**

**SOURCE:**

**METRO RLIS LITE DATA  
DICTIONARY, JANUARY 1997**

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August 10, 1998

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                   FOR MULTNOMAH COUNTY, OREGON  
3   ORDINANCE NO. 922

4  
5           An Ordinance amending the Multnomah County Zoning Ordinance regarding  
6 the provisions for large fill operations.

7  
8           (Language in ~~strike through~~ is to be deleted; underlined language is new)

9  
10                   Multnomah County Ordains as follows:

11  
12 Section I. Findings

13  
14 (A) The Planning Commission initiated discussion regarding large fill operations  
15 currently being operated in the unincorporated area of Multnomah County that were  
16 receiving large numbers of complaints by surrounding property owners.

17  
18 (B) On April 6, 1998 and May 18, 1998 the Planning Commission held work  
19 sessions on large fill operations and came up with conceptual language to regulate  
20 such uses. The Planning Commission directed Staff to draft ordinance language to  
21 implement the standards proposed.

22  
23 (C) The Staff brought ordinance language to a public hearing before the Planning  
24 Commission on July 20, 1998 and a meeting on August 3, 1998 with the following  
25 purposes:

- 26  
27           (1) To address the current problem of large fill areas and sites which have  
28                   been largely unregulated;  
29           (2) Minimize potentially adverse effects on the public and property  
30                   surrounding the fill site;  
31           (3) Acknowledge that natural resources can be impacted by large fill sites;

1       (4) Distinguish large fills as a temporary use dependent to a large degree  
2       upon market conditions and resource size and that reclamation and the  
3       potential for future use of the land for other activities must also be  
4       considered;

5       (5) Provide clear and objective standards by which these uses will be  
6       reviewed;

7       (6) Recognize that large fills areas should not impede future uses otherwise  
8       allowed under the Comprehensive Framework Plan;

9       (7) To be consistent with state rules which do not currently list large fill  
10       sites as a use in farm and forest resource zones; and

11       (8) To clarify that at the time of adoption of this ordinance, Multnomah  
12       County has not made the determination that the use of large fills would  
13       or would not be consistent with other uses allowed in the farm and forest  
14       zones due to the fact that they are not uses allowed under state rules.

15

16 Section II. Amendment of the Multnomah County Zoning Code MCC 11.15

17

18 MCC 11.15.0005 - Definitions

19 Large fill – The addition of more than 5,000 cubic yards of material to a site.

20

\* \* \*

21

22 **Multiple Use Agriculture MUA-20 11.15.2122**

23

\* \* \*

24

25 **11.15.2132 Conditional Uses**

26 The following uses may be permitted when found by the approval authority to  
27 satisfy the applicable ordinance standards:

28 (A) Community Service Uses pursuant to the provisions of MCC .7005 through  
29 .7041;  
[Amended 1982, Ord. 330 § 2]

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\* \* \*

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(D) Large Fills as provided for in MCC 11.15.7350.

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**Rural Residential RR 11.15.2212**

\* \* \*

**11.15.2212 Conditional Uses**

The following uses may be permitted when found by the Hearings Officer to satisfy the applicable Ordinance standards:

(A) Community Service Uses under the provisions of MCC .7005 through .7041.  
*[Amended 1982, Ord. 330 § 2]*

\* \* \*

(C) Large Fills as provided for in MCC 11.15.7350.

\* \* \*

**Rural Center RC 11.15.2242**

\* \* \*

**11.15.2252 Conditional Uses**

The following uses may be permitted when found by the approval authority to satisfy the applicable ordinance standards:

(A) Community Service Uses pursuant to the provisions of MCC .7005 through .7041  
*[Amended 1982, Ord. 330 § 2]*

\* \* \*

(E) Large Fills as provided for in MCC 11.15.7350.

\* \* \*

**Conditional Use – Large Fills**

**11.15.7350 Purposes**

The purpose of the Large Fills section is to address the need for large fill sites in the unincorporated area of Multnomah County while protecting the rural

- 1 character and natural resources of the County. These regulations are designed to:
- 2 (A) To address the current problem of large fill areas and sites which have been  
 3 largely unregulated;
- 4 (B) Minimize potentially adverse effects on the public and property surrounding  
 5 the fill site;
- 6 (C) Acknowledge that natural resources can be impacted by large fill sites;
- 7 (D) Distinguish large fills as a use dependent to a large degree upon market  
 8 conditions and resource size and that reclamation and the potential for future  
 9 use of the land for other activities must also be considered;
- 10 (E) Provide clear and objective standards by which these uses will be reviewed;
- 11 (F) Recognize that large fills areas should not impede future uses otherwise  
 12 allowed under the Comprehensive Framework Plan;
- 13 (G) To be consistent with state rules which do not currently list large fill sites as  
 14 a use in farm and forest resource zones; and
- 15 (H) To clarify that at the time of adoption of this ordinance, Multnomah County  
 16 has not made the determination that the use of large fills would or would not  
 17 be consistent with other uses allowed in the farm and forest zones due to the  
 18 fact that they are not uses allowed under state rules.

19

20 **11.15.7355 Excluded Areas**

21 Large fills shall not be allowed in:

- 22 (A) Areas designated SEC-s;
- 23 (B) Other stream areas protected by other local, state and federal agencies;
- 24 (C) Jurisdictional wetlands which have not received fill permits from The  
 25 Army Corp of Engineers and Division of State Lands; or
- 26 (D) 100 year floodplains.

27 **11.15.7360 Application Information Required**

28 An application for a large fill site shall include the following:

- 29 (A) A scaled site plan showing the subject property and all uses, roads, parcels,  
 30 structures and water features within 1,500 feet of the fill area, when such  
 31 information can be gathered without trespass;

- 1 (B) A contour map at 5' intervals showing both existing and proposed contours  
2 with datum ;
- 3 (C) A geotechnical report for the entire fill area. The report shall include but not  
4 be limited to:
- 5 (1) methods of site preparation;  
6 (2) specific fill methods to be used including techniques such as  
7 benching and terracing;  
8 (3) compaction methods;  
9 (4) drainage analysis showing pre and post development runoff conditions  
10 (5) underground drainage systems utilized for fill compaction shall have a  
11 hydraulic analysis to determine the amount of water to be  
12 accommodated;
- 13 (6) known landslides and other geologically unstable areas within 1,500 feet  
14 surrounding the fill area; and
- 15 (7) an erosion control plan for year round protection of the fill site from  
16 erosion. The plan should include erosion control measures for:
- 17 (a) Winter stabilization  
18 (b) rainy season operations in spring & fall  
19 (c) summer operations  
20 (d) timelines for the various phases.
- 21 (D) Written findings demonstrating how the proposal complies with MCC  
22 11.15.7365.
- 23 (E) A copy of the deed(s) to all parcels on which the fill site will be located.
- 24 (F) A written description of the project including specific timelines for all phases  
25 and proposed hours of operation.
- 26 (G) Application materials required to comply with MCC 11.15.6720, .6725 and  
27 .6730.
- 28 (H) A reclamation plan submitted by a licensed landscape architect  
29 demonstrating that reclaimed surfaces conform with the natural landforms of  
30 the surrounding terrain.
- 31 11.15.7365 Criteria for Approval  
The approval authority shall find that:

1 (A) The applicant demonstrates that the property shall be capable of being used  
2 as provided in the Comprehensive Plan and the underlying district after the  
3 fill operation.

4 (B) The applicant has shown that the following standards can or will be met by a  
5 specified date:

6 (1) Access and traffic.

7 (a) Prior to any filling activity, all on-site roads used in the fill  
8 operation and all roads from the site to a public right-of-way shall  
9 be designed and constructed to accommodate the vehicles and  
10 equipment which will use them.

11 (b) All on-site and private access roads shall be paved or adequately  
12 maintained to minimize dust and mud generation within 100 feet of  
13 a public right-of-way.

14 (c) No material shall be tracked or discharged in any manner onto any  
15 public right-of-way.

16 (d) The applicant shall submit a traffic management plan that identifies  
17 impacts to existing County infrastructure and an assessment as to the  
18 ability of the existing infrastructure to withstand increased traffic loading  
19 and usage.. The County Engineer shall review the submitted plan and  
20 shall certify, based on findings relating to the *Multnomah County*  
21 *Rules for Street Standards*, that the road(s) identified in the plan:

22 (i) Are suitable for all additional traffic created by the fill  
23 operation for the duration of the activity, or

24 (ii) If the roads are unsuitable for all additional traffic created by  
25 the fill operation for the duration of the activity that:

- 26 • The applicant has committed to finance installation of the  
27 necessary improvements under the provisions of 02.200(a) or  
28 (b) of the *Multnomah County Rules for Street Standards*, and
- 29 • A program has been developed for the number and weight of  
30 trucks that can safely be accommodated at specific levels of  
31 road improvement. Based upon those findings, the Hearing

1                   Authority may attach related conditions and restrictions to  
2                   the conditional use approval.

3                   (e) Truck movements related to the dumping of materials shall occur  
4                   entirely on-site and not utilize the public right-of-way or private  
5                   easements.

6                   (f) Proposals in proximity to state highway facilities need to be  
7                   reviewed by the Oregon Department of Transportation.

8                   (2) Buffer requirements.

9                   (a) All existing vegetation and topographic features which would  
10                   provide screening and which are within 100 feet of the proposed  
11                   area of fill shall be preserved. The applicant shall demonstrate that  
12                   the existing screening is sufficient to ensure the project site will not  
13                   noticeably contrast with the surrounding landscape, as viewed from  
14                   an identified viewing areas, neighboring properties, or accessways,  
15                   or;

16                   (b) If existing vegetation and topography is insufficient to obscure the  
17                   site from neighboring properties, accessways or identified key  
18                   viewing areas, the applicant shall propose methods of screening and  
19                   indicate them on a site plan. Examples of screening methods  
20                   include landscape berms, hedges, trees, walls, fences or similar  
21                   features. All required screening shall be in place prior to  
22                   commencement of the fill activities.

23                   (c) The Approval Authority may grant exceptions to the screening  
24                   requirements if:

25                   (i) The proposed fill area, including truck line-up area and fill  
26                   areas are not visible from any neighboring properties, key  
27                   viewing areas and accessways identified in (b) above, or

28                   (ii) Screening will be ineffective because of the topographic  
29                   location of the site with respect to surrounding properties.

30                   (3) Signing.

31                   One directional sign for each point of access to each differently named

1 improved street may be allowed for any operation. Signing shall be  
2 specified and controlled by the standards of MCC 11.15.7974.

3 (4) Timing of Operation

4 (a) Hours of operation shall be specified on each application. At a  
5 maximum operating hours shall be allowed from 7:00 am to 6:00  
6 pm. Large fills shall not operate on Sundays or on New Year's Day,  
7 Memorial Day, July 4th, Labor Day, Thanksgiving Day, and  
8 Christmas Day.

9 (b) The placement of fill materials shall not occur from October 1<sup>st</sup> –  
10 May 1<sup>st</sup>.

11 (5) Air, water, and noise quality.

12 (a) The applicant shall obtain and comply with the standards of all  
13 applicable permits from the Department of Environmental Quality.  
14 Copies of all required permits shall be provided to Multnomah  
15 County prior to beginning filling. If no permits are required, the  
16 application shall provide written conformation of that from the  
17 Department of Environmental Quality.

18 (b) Sound generated by an operation shall comply with the noise  
19 control standards of the Department of Environmental Quality.  
20 Compliance with the standards may be demonstrated by the report  
21 of a certified engineer.

22 (6) Minimum Setbacks.

23 (a) For filling activities the minimum setback shall be:  
24 100 feet to a property line, or if multiple parcels, to the outermost  
25 property line of the site.

26 (b) For access roads and residences located on the same parcel as the  
27 filling or processing activity, setbacks shall be as required by the  
28 underlying district.

29 (7) Reclaimed Topography.

30 All final reclaimed surfaces shall be stabilized by ground control  
31 methods as specified by the landscape architect. Reclaimed surfaces

1           shall conform with the natural landforms of the surrounding terrain.

2           (8) Safety and security.

3           Safety and security measures, including fencing, gates, signing, lighting,  
4           or similar measures, shall be provided to prevent public trespass and  
5           minimize injury in the event of trespass to identified hazardous areas  
6           such as steep slopes, water impoundments, or other similar hazards .

7           (9) Phasing program.

8           Each phase of the operation shall be reclaimed within the time frame  
9           specified in subsection (11) or as modified in the decision.

10          (10) Timeline

11          Timelines for Large fill Conditional Use Permits shall conform with the  
12          2-year period pursuant to MCC 11.15.7110(C), unless otherwise  
13          approved by the Approval Authority. The applicant may request a  
14          longer time period for completion as part of the initial application. If an  
15          approval has been issued, the applicant may request a longer time period  
16          for completion pursuant to MCC 11.15.8240 (E).

17  
18          If completion of a large fill project extends beyond 2 years pursuant to  
19          MCC 11.15.7110(C), the applicant shall submit an engineering report  
20          prepared and signed by a licensed engineer at least once per year by  
21          October 31, or as otherwise specified by the Approval Authority. The  
22          engineering report shall describe at a minimum the following:

23  
24          (a) the amount of fill added to the site since the start of the fill or the last  
25          engineering report and stability measures used and planned for the new  
26          fill.

27  
28          (b) future fill locations within the approved site and stability measures  
29          planned both within and outside the fill site.

30  
31          (c) incidents of landslide or other instability within and outside the fill

1 site, clean-up efforts for these incidents, and measures used and planned  
2 to prevent future incidents.

3  
4 (11) Reclamation Schedule.

5 (a) Reclamation shall begin within twelve (12) months after fill activity  
6 ceases on any segment of the project area. Reclamation shall be  
7 completed within three (3) years after all filling ceases, except where  
8 the Approval Authority finds that these time standards cannot be  
9 met.

10 (b) The owner shall provide an acceptable guarantee of financial surety  
11 to the County prior to beginning work. The applicant shall provide  
12 an estimate of the cost to implement the approved plan. Estimated  
13 costs shall be based upon the current local construction costs. The  
14 financial guarantee shall be 150 percent of the estimated cost to  
15 complete the plan. The financial guarantee may be reduced to 125  
16 percent of the cost in cases where the property owner has a written  
17 contract with a contractor to guarantee completion of the work which  
18 has been reviewed and approved by the County. All such contracts  
19 are subject to review by the County. Prior to release of the financial  
20 guarantee, the applicant shall submit a report from a licensed  
21 professional engineer whose main area of expertise is geotechnical  
22 engineering to the County, approving the construction and  
23 reclamation and certifying its completion.

24 **11.15.7370 Monitoring**

25 The Planning Director shall periodically monitor all fill operations. The dates and  
26 frequency of monitoring shall be determined by the Approval Authority based  
27 upon the number and type of surrounding land uses and the nature of the fill  
28 operation. If the Director determines that a fill operation is not in compliance with  
29 the approval, enforcement proceedings pursuant to MCC 11.15.9052 or as  
30 deemed appropriate by the Multnomah County Counsel shall be instituted to  
31 require compliance.

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For multiple year projects, prior to commencement of material placement in the spring, an engineers report shall be submitted detailing the condition of the fill after the rainy season. The report shall include any remediation needed and any necessary modifications to fill placement due to failure, slumpage, slides, etc.

ADOPTED this 10th day of December, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Jeffrey H. Litwak*  
\_\_\_\_\_  
Jeffrey H. Litwak, Assistant County Counsel

MEETING DATE: DEC 10 1998  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ordinance providing for designation of interim County Commissioner

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

REGULAR MEETING: DATE REQUESTED: December 10, 1998  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: ND DIVISION: County Counsel

CONTACT: Thomas Sponsler TELEPHONE #: x22834  
BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Thomas Sponsler

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

First reading and emergency enactment of ordinance amending MCC 5.005 to provide for designation of interim County Commissioner

BOARD OF  
COUNTY COMMISSIONERS  
98 NOV 30 PM 10:30  
MULTI-COUNTY  
OREGON

SIGNATURES REQUIRED:

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# OFFICE OF MULTNOMAH COUNTY COUNSEL

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*County Counsel*

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JOHN S. THOMAS  
JACQUELINE A. WEBER  
*Assistants*

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Thomas Sponsler  
County Counsel 

DATE: November 23, 1998

RE: Ordinance providing for designation of interim County Commissioner

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1. Action Requested:

First reading and emergency enactment of ordinance providing for designation of interim County Commissioner

2. Background:

In 1989 the Charter was amended to allow designation of an interim person to fill a vacancy in the office of Chair, Sheriff or Auditor until election or appointment. The 1997 County Charter Review Committee recommended an amendment to allow designation of an interim county commissioner. The Board submitted the amendment to voters who passed the measure 26-80 at the November 3, 1998, election. This ordinance implements the charter amendment authorizing the Board to prescribe a procedure by ordinance to designate interim occupants for vacant elective offices.

3. Financial Impact:

No direct impact.

4. Legal Issues:

Complies with Charter requirement.

5. Controversial Issues:

None.

6. Link to Current County Policies:

Implement Charter provision and good government benchmark.

7. Citizen Participation:

Implements charter amendment approved by voters.

8. Other Government Participation:

N/A

1                                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                   FOR MULTNOMAH COUNTY, OREGON  
3                                   ORDINANCE NO. \_\_\_\_\_  
4

5                   An ordinance amending MCC 5.005 prescribing procedures for designation of interim  
6 officers for vacant elective offices and declaring an emergency.

7                   (Stricken language is to be deleted; double-underlined language is new.)

8                   Multnomah County ordains as follows:  
9

10                  Section 1.       MCC 5.005 is amended as follows:

11                  § 5.005 DESIGNATION OF INTERIM ~~CHAIR, AUDITOR OR SHERIFF~~ ELECTIVE OFFICERS.

12                  (A)    *Purpose.*

13                       (1)   When a vacancy occurs in elective county offices, the Charter provides for  
14 filling the vacancy by election or appointment, depending on the time remaining before  
15 expiration of the affected term of office (Charter § 4.50(1)).

16                       (2)   ~~The Charter recognizes that the Chair, Auditor, and Sheriff perform~~  
17 ~~ongoing, day to day administrative responsibilities that should not be interrupted. Accordingly,~~  
18 Charter § 4.50(3) provides that in the event of a vacancy in an elective office, an interim  
19 occupant of the office ~~vacancies in these offices should be filled by interim designees, who shall~~  
20 serve until the vacancy is filled by election or appointment. This section carries out the Charter  
21 requirement that the Board prescribe procedures to designate interim occupants of the elective  
22 ~~offices of the Chair, Auditor, and Sheriff. The section parallels a state law (ORS 236.220) by~~  
23 ~~designating the chief deputies of the Chair, Auditor, and Sheriff as their interim successors.~~

24                  (B)    *Process for designating interim ~~Chair, Auditor, or Sheriff~~ officers.*

25                       (1)   ~~The Chair, Auditor, and Sheriff~~ County elected officials shall each  
26 designate a chief deputy for performance of their ~~administrative~~ responsibilities. The designation  
shall be in writing and filed with the Clerk of the Board.

1 (2) In the event of When there is a vacancy in the office of Chair, Auditor, or  
2 Sheriff, the designated chief deputy shall serve as acting Chair, Commissioner, Auditor, or  
3 Sheriff until the vacancy is filled by election or appointment, as appropriate under the Charter.

4 (3) In the event a chief deputy for the an elective office of Chair, Auditor, or  
5 Sheriff has not been designated, or if the designated chief deputy is unable to immediately serve  
6 due to absence or illness, the Board shall promptly ~~convene and appoint a person to fill the~~  
7 ~~vacancy on an interim basis~~ designate the interim officer. The appointment shall be in writing and  
8 filed with the clerk of the Board.

9 Section II. An emergency is declared to exist because it is necessary and in the public  
10 interest that this ordinance take effect as soon as possible to implement the procedure for designation of  
11 interim County Commissioner, and this ordinance shall take effect immediately upon passage by the  
12 Board.

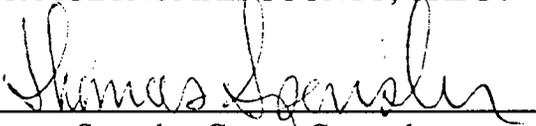
13 FIRST READING AND

14 EMERGENCY ENACTMENT: \_\_\_\_\_

15  
16  
17 BOARD OF COUNTY COMMISSIONERS  
18 MULTNOMAH COUNTY, OREGON

19  
20 \_\_\_\_\_  
21 Beverly Stein, Chair  
22 Multnomah County, Oregon

22 REVIEWED:  
23 COUNTY COUNSEL  
24 FOR MULTNOMAH COUNTY, OREGON

24   
25 \_\_\_\_\_  
26 Thomas Sponsler, County Counsel



## MCSO STEERING COMMITTEE HISTORY

Currently MCSO is initiating a planning process which is a cooperative effort utilizing linestaff and management personnel. This process is known as the Steering Committee, and meets on a monthly basis. The purpose of the Steering Committee is to define critical need areas within the agency, empower employees to initiate creative, constructive input, and direct the agency toward the accomplishment of prioritized goals and objectives.

Prior to September 1997, our agency lacked any specific direction as it was experiencing:

1. Operational deficit.
2. Downsizing due to annexation.
3. Staffing turnover and shifting of the Law Enforcement Division from urban to rural activities.
4. Lack of a strategic plan to outline course of action.
5. Lack of an effective means to convey to County Commissioners how we do business aside from actual conventional statistics.
6. Lack of means to actually measure performance, and how we interact with the community.
7. No objective means to deal with transition, and no real means to identify services which are critical to our agency and the public.
8. Lack of documentation of Enforcement activities.

A needs list was developed to guide and increase operational efficiency. The needs list was established utilizing research from multiple resources, and the majority was performed by Lt. Merlin Julifs. He utilized such resources as:

1. C.O.P.S. program materials.
2. Assorted publications involving organizational change and leadership.
3. Optimizing performance through value change.
4. Initiating a two-year review and analysis.
5. Organizational plans of action with identification of issues critical to agencies, accompanied with a vision for the future.

After researching and developing the needs list, the Steering Committee was formed utilizing: Command staff, Lieutenants, Sergeants, and Deputies. The initial mission of the committee was to address: what do we do; how do we do it; how are

## MCSO STEERING COMMITTEE HISTORY

we organized; how is our performance measured; how are we serving public interest; and, how do we justify our existence.

The initial meeting of the Steering Committee occurred 9-25-97 and through round table discussion the following questions were addressed:

1. Why are we here?
2. Is our mission statement serving the public's best interest?
3. Do we currently have a list of values?
4. Do we have principles which guide us?
5. What are our goals?
6. What do we actually do?
7. How do we begin a five-year plan?
8. What is our vision?
9. How can we make some positive impacts and morale?

The Steering Committee then redefined our Mission Statement to reflect our current status and vision for the future.

To support our mission we established a Value System through a consensus process. We agreed to:

1. Provide extraordinary service in a professional manner, treating all persons with dignity and respect.
2. Engage in partnerships and problem solving by accepting ownership by being accountable for leadership in the community.
3. Display pride in ourselves, our co-workers, and our community.
4. Empower our employees to exercise creativity in the fulfillment of their duties.

The Steering Committee, after creating a working value system, developed Principles which guide our activities. The principles are a fundamental mix of "who we are" and "how we perform" our jobs, and include:

1. Organizational and professional integrity
2. Community Policing philosophy
3. Customer driven quality
4. Continuous improvement and learning
5. Management by fact
6. Employee participation and development
7. Long range view of the future
8. Fast response

## MCSO STEERING COMMITTEE HISTORY

9. Focus on results
10. Effective leadership

By utilizing the aforementioned Principles, we felt a commitment to the public could be attained by revisiting our Values. As a group, the committee asked the questions:

- How do we provide extraordinary service?
- How do we currently engage ourselves with problems and problem solving?
- How do we empower our employees to exercise creativity in the fulfillment of their duties?
- Do we display pride in ourselves, our co-workers, and our community?

The Steering Committee conceptualized and developed a Strategic Plan of action. We felt by developing such a plan, we would have a guiding document which is evolutionary by design and changing to meet the needs of the agency and community.

By setting agency goals, the committee identified five critical issues imperative to service provision and employee development. The Critical Issues identified include: 1) Community Policing; 2) Career Development; 3) Maintain Service and Anticipate and Meet Community Needs; 4) Marketing; and, 5) Budgeting That Reflects What We Do.

By identifying the "what we do" with our jobs, the committee reworked the Mission Statement necessary values and principles we will hold ourselves accountable to, and five critical issues which are mandatory for service delivery and career growth. To each critical issue category we attached benchmarks or standards which reflect best practices.

We identified the critical issues, and through our own need for accountability, we attached Goals and Objectives which correlate directly to the issues and provide activity mapping and outcome measures. Within the critical issues categories, we have identified necessary activities within each fiscal year to meet our goals.

As stated previously, the process is evolutionary and acts as a guiding document. The first fiscal year within the critical issues has been dedicated toward establishing baseline activities. Once the baseline is established and implemented, an evaluation will be conducted to assess its productivity by utilizing our guiding Principles. Modifications and spin-off activities are developed based upon the

## MCSO STEERING COMMITTEE HISTORY

following criteria: were goals met; what was the outcome; and, how do we improve?

The second fiscal year develops by continuing the baseline activities and carrying those to the next evolutionary step. New activities may also be recognized and added as a baseline which will be carried over to the following fiscal year.

With each identified activity within our critical issues, we developed and implemented the use of goals and objectives sheets to enable us to “map” our activities and ensure we have the necessary planning steps in place. The goals and objectives sheets serve as an immediate source of activity status, have start and completion time frames, are an outline of activities placed in succession to accomplish a set goal, and create an atmosphere of consensus building and participation at all levels.

By incorporating goals and objectives sheets, we can obtain greater diversity and input toward problem solving through participation. Team building processes can occur and enhance the identification of problems and needs. When incorporating goals and objectives sheets we can:

1. Identify necessary activities.
2. Identify necessary steps to accomplish our desired goal.
3. Identify projected time frames beginning to end.
4. Identify cost factors.
5. Hold people or participants accountable to ensuring tasks are completed.
6. Document involvement.
7. Use as a tool for critique, analysis, and recommended areas of improvement.

Through the utilization of goals and objectives sheets, we can document how we accomplish our critical issue subcategories and lend service to the community. By objectively capturing the “what we do”, we can measure our productivity in an alternative manner versus the previous reliance on raw statistics, or use both as supportive documents.

When we market our services to the public and other agencies the hard copy of our strategic plan emphasizes our service capacity in a logical, clear manner.

Our concept of team assignments, SARA problem solving method, and better police practices not only promotes greater public interaction in problem solving, but also is a window of opportunity when considering the young age of our workforce and our future training plans.

MULTNOMAH COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT DIVISION

# STRATEGIC PLAN

## 1997-2000

...S - GOALS -  
...CHMARKS - COMM  
...LICING - MAINTAIN SE  
...ANAGEMENT BY FACT -  
...EMPLOY... LEAD  
...PARTNE... PROTECT  
...LIVABIL... OF CRIM  
...PROF... PARTICIP  
...CITIZEN... NG - PI  
...PUBLIC S... FUTURE  
...VALUES - ... - EMPC  
...MULTNOMAH COUNTY -  
...ULTS - EFFECTIVE  
...TIME - VALUE

The seal of the Multnomah County Sheriff's Office is a five-pointed star with a decorative border. Inside the star is a circular emblem featuring a landscape with a house, trees, and a body of water. The words "MULTNOMAH COUNTY" are written in a circle around the top of the emblem, and "SHERIFF" is written at the bottom.



# Multnomah County Sheriff's Office

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

DAN NOELLE  
SHERIFF

(503) 255-3600  
TTY (503) 251-2484

September, 1998

Dear Agency/Community Member,

In September, 1997 the Law Enforcement Management Steering Committee was formed. The committee consisted of a cross section of members with diverse job assignments and rank. The committee quickly formulated a common purpose. We felt an immediate need to focus our attention on the future of the law enforcement function within county government.

Our first step was to create a mission statement that would encapsulate our primary purpose. This process quickly took shape and core values and principles were added. Discussion of our hopes and goals led us in the development of our strategic plan which provides a positive, dynamic path into the future. Our plan encompasses five critical issues: **(1) Community policing, (2) Career development, (3) Maintain service and anticipate and meet community needs, (4) Marketing and (5) Budgeting that reflects what we do.**

On the following page you will find a signature block with the signatures of the committee members. One is missing. This committee wishes to express its appreciation to Retired Lt. Merlin Juilfs. While this was indeed a group process, Lt. Juilfs was nominated as our first Chair and this product would not be what it is without his work and leadership.

This document is a condensed representation of our total strategic plan. Each activity in the Critical Issues section has been or will be expanded and implemented. Many members are currently working on making the Strategic Plan into a living, evolving document.

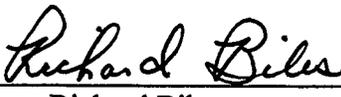
Our thanks go out to all members of our agency, fellow county employees and particularly to members of our community for their support and input. We invite all to read our plan and let us know where to improve and other directions to follow. This committee claims no particular expertise in strategic plan development. It might well be described as a "grass roots" effort. We are, however, committed to providing extraordinary service to those we serve.

Sincerely,

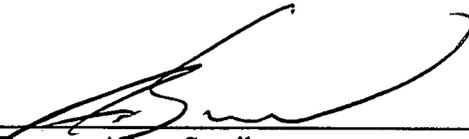
MEMBERS OF THE LAW ENFORCEMENT MANAGEMENT STEERING  
COMMITTEE

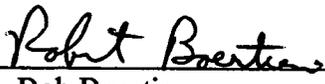
**Management Steering Committee**

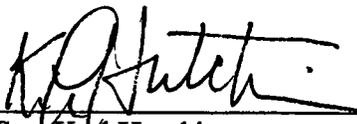
  
Deputy Kevin Platt, Chair

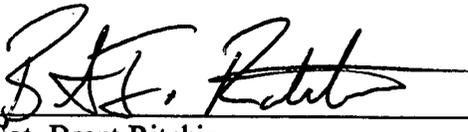
  
Deputy Richard Biles

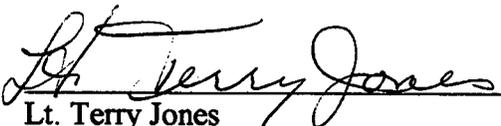
  
Deputy Eric Smith

  
Deputy Adam Swail

  
Sgt. Bob Boertien

  
Sgt. Karl Hutchison

  
Sgt. Brent Ritchie

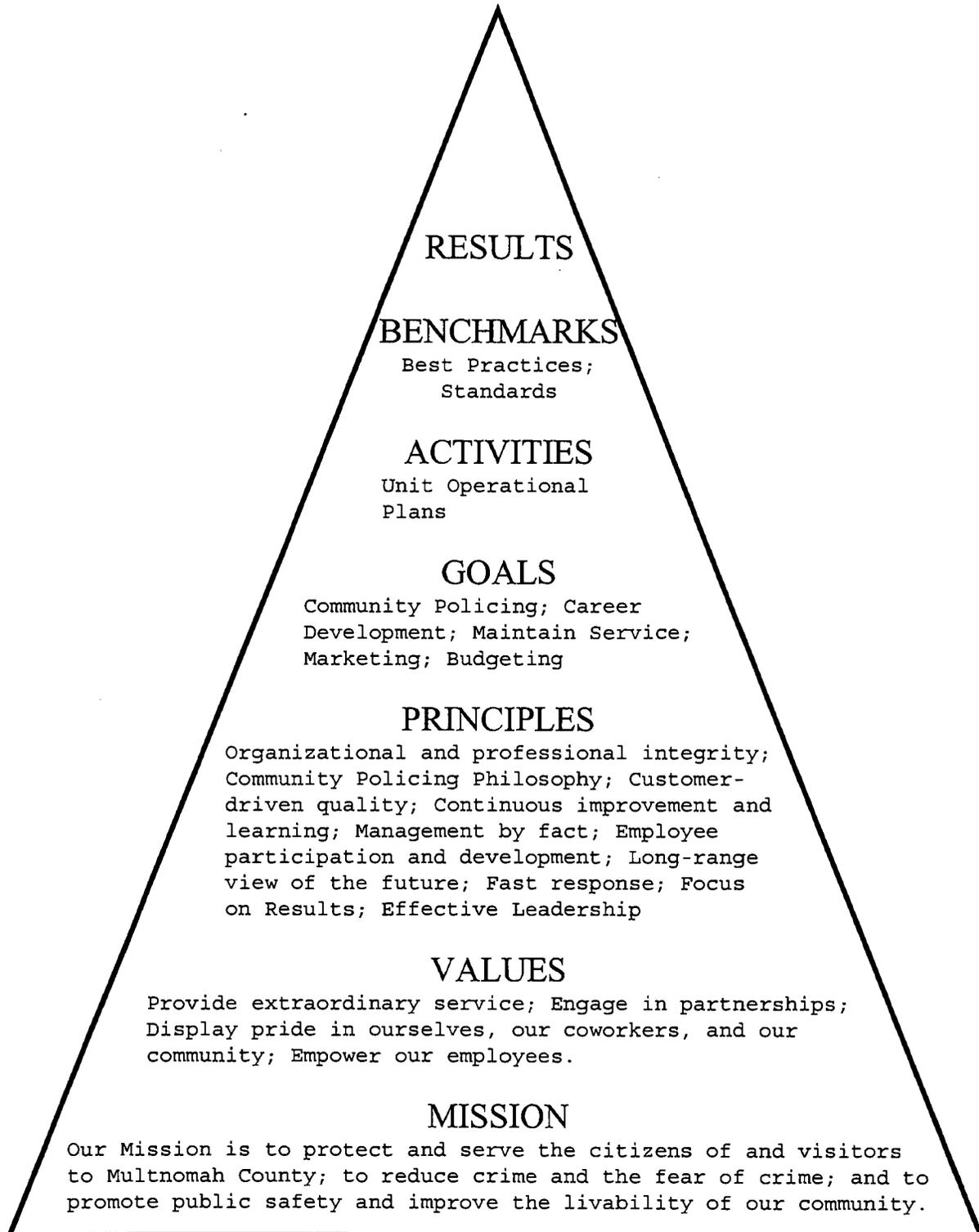
  
Lt. Terry Jones

  
Lt. Brian Martinek

  
Lt. Piete VanDyke

  
Commander Mel Hedgpeth

# LAW ENFORCEMENT DIVISION 1997-2000



## Table of Contents

	Page
<b>Law Enforcement Division: Mission/Values/Principles</b>	<b>2</b>
<b>Law Enforcement Division: Definition Statement</b>	<b>3</b>
<b>Critical Issue #1: Community Policing</b>	<b>5</b>
<b>Critical Issue #2: Career Development</b>	<b>6</b>
<b>Critical Issue #3: Maintain Service and Anticipate and Meet Community Needs</b>	<b>7</b>
<b>Critical Issue #4: Marketing</b>	<b>8</b>
<b>Critical Issue #5: Budgeting That Reflects What We Do</b>	<b>9</b>
<b>Community Policing Attributes</b>	<b>10</b>
<b>Community Policing Success Factors</b>	<b>12</b>
<b>SARA Model</b>	<b>14</b>

## **LAW ENFORCEMENT DIVISION MISSION/VALUES/PRINCIPLES**

Our Mission is to protect and serve the citizens of and visitors to Multnomah County; to reduce crime and the fear of crime; and to promote public safety and improve the livability of our community.

We believe that in order to accomplish this mission, it is our responsibility and commitment to:

1. Provide extraordinary service in a professional manner, treating all persons with dignity and respect;
2. Engage in partnerships and problem solving by accepting ownership and by being accountable for leadership in the community;
3. Display pride in ourselves, our coworkers, and our community;
4. Empower our employees to exercise creativity in the fulfillment of their duties.

The principles that guide all of our activities are:

- Organizational and professional integrity
- Community Policing Philosophy
- Customer-driven quality
- Continuous improvement and learning
- Management by fact
- Employee participation and development
- Long-range view of the future
- Fast response
- Focus on results
- Effective leadership

## LAW ENFORCEMENT DIVISION DEFINITION STATEMENT

Our Mission is to protect and serve the citizens of and visitors to Multnomah County; to reduce crime and the fear of crime; and to promote public safety and improve the livability of our community.

We believe that in order to accomplish this mission, it is our responsibility and commitment to:

1. **Provide Extraordinary Service** in a professional manner, treating all persons with dignity and respect. Extraordinary service is service that goes beyond the expectations of the customer.
2. **Engage in Partnerships and Problem Solving** by accepting ownership and by being accountable for leadership in the community. Partnerships are cooperative interactions with groups or individuals that leverage resources or create situations where the sum of efforts is greater than the individual parts. Problem solving is an approach to a community or crime problem that uses the SARA methodology to diagnose, treat and evaluate efforts toward solutions.
3. **Display Pride** in ourselves, our coworkers, and our community. Pride is a sense of well-being and satisfaction that comes from doing the best possible job under the circumstances.
4. **Empower our Employees** to exercise creativity in the fulfillment of their duties. Empowerment is the exercise of freedom, within agency values and ethical guidelines, to formulate responses to problems or work situations.

The principles<sup>1</sup> that guide all of our activities are:

- **Organizational and Professional Integrity:** those rules, procedures, attitudes and actions that reflect honesty in our conduct, and our written and spoken word.
- **Community Policing Philosophy:** a philosophy that promotes and supports organizational strategies to address the cause and reduce the fear of crime; improves community livability through problem solving tactics and community-police partnerships.

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<sup>1</sup> The principles have been adapted from the Malcolm Baldrige National Quality Award Criteria.

- **Customer-Driven Quality:** determine customer wants and community needs, and strive to deliver them legally, morally, and ethically.
- **Continuous Improvement and Learning:** a commitment to training, education, and the evaluation of processes used to provide service.
- **Management by Fact:** relying on factual information and data to make operational decisions.
- **Employee Participation and Development:** Empowerment and recognition of the unique talents of all employees in the provision of service.
- **Long-Range View of the Future:** Planning and Operations guided by a realistic view of time periods beyond the present: 1 yr, 2 yrs., 5 yrs.
- **Fast Response:** Continual evaluation of processes that ensure prompt attention to community problems and needs.
- **Focus on Results:** A commitment to do what we say we are going to do, and to maximize the effect of resource expenditures.
- **Effective Leadership:** Managers and supervisors who believe in the mission, values and principles of the organization, and strive every day to put them into practice.

CRITICAL ISSUE:

1. **COMMUNITY POLICING**

GOAL: TO RECOGNIZE, REINFORCE AND PROMOTE EXISTING COMMUNITY POLICING METHODS AND IMPLEMENT NEW ACTIVITIES TO MEET COMMUNITY OR ORGANIZATIONAL NEEDS.

ACTIVITIES:

FISCAL YEAR 97-98:

- Initial Supervisor Training: Community Oriented Policing
- Establish Citizen Advisory Boards--East and West
- Establish Newsletter
- Establish Team Assignments
- Develop/Conduct Citizen Survey--Baseline satisfaction level
- Deputy Voice Mail/Pagers
- Develop and Distribute Problem Solving Planner for Deputies
- Monthly Sergeant Meetings

FISCAL YEAR 98-99:

- Establish Planning Cycle and Benchmarks
- Finish and Publish Strategic Plan
- Establish Community Activity Tracking and Data Collection
- Establish Results Reporting Mechanism
- Establish Performance Measures Consistent with the Budget
- Unit Critical Issues/Processes
- Initial Deputy Training
- Continue Sergeant Training
- Community Policing Training Bulletin

FISCAL YEAR 99-00:

- Unit Operational Plans derived from Strategic Plan
- Unit Procedures Manuals

BENCHMARKS/STANDARDS:

- Crime Reduction
- Reduce Fear of Crime
- Livability/Quality of Life Improvements

CRITICAL ISSUE:

**2. CAREER DEVELOPMENT**

GOAL: TO HAVE A SYSTEM IN PLACE BY JULY 1, 1999 TO ENSURE THAT LAW ENFORCEMENT PERSONNEL DEVELOP SKILLS THAT ENABLE THEM TO BE SUCCESSFUL IN PRESENT AND FUTURE ASSIGNMENTS.

ACTIVITIES:

FISCAL YEAR 97-98:

- Conduct Community Policing Training for Sergeants
- Develop training Plan
- Develop/Institute Roll Call Training/Skills/Other Training

FISCAL YEAR 98-99:

- Determine Sergeant/Deputy Career Preferences
- Conduct Probationary Sergeant Evaluations and Training
- Develop Rotation Policy
- Develop Career Mapping
- Develop Performance Evaluation System

FISCAL YEAR 99-00:

- Graduate Studies
- Officer Exchange Programs
- Private Sector Mentoring/Executive Loan
- Internal Mobility: Corrections to Law Enforcement, Civil to Corrections, etc.
- FBI Academy Nominations
- Assign Administrative Sergeant

BENCHMARKS/STANDARDS:

- Increased Job Satisfaction
- Improved Job Skills

CRITICAL ISSUE:

**3. MAINTAIN SERVICE AND ANTICIPATE AND MEET COMMUNITY NEEDS**

GOAL: TO PROVIDE EXTRAORDINARY CUSTOMER DRIVEN SERVICE TO THE RESIDENTS OF AND VISITORS TO MULTNOMAH COUNTY.

ACTIVITIES:

FISCAL YEAR 97-98:

- Patrol Services
- River Patrol
- Civil/Extradition
- School Resource Officers
- DUII Enforcement
- Court Security
- Wood Village/Maywood Park
- Special Investigations Unit
- ODOT Commercial Vehicle Safety/Hazardous Materials
- Investigations (Special Teams: East County Major Crimes Team, Child Abuse Team, METRO Illegal Dumping)
- Electronic Monitoring

FISCAL YEAR 98-99:

- Establish Warrants Unit
- Participate in Other Metropolitan Task Forces (Youth Gang Anti-Violence Task Force – YGAT, Auto Theft, etc.)
- Interagency Leadership
- Develop Criminal Intelligence Function
- Establish Technical Crimes Unit
- Plan for Wood Village Population Increase
- Improve Hansen Building Info Center/Desk/Telephone System

FISCAL YEAR 99-00:

- Develop Gang Enforcement Function
- School Drug Education

BENCHMARKS/STANDARDS:

- Improved Productivity
- Increased Effectiveness

CRITICAL ISSUE:

**4. MARKETING**

GOAL: TO PUBLICLY AND INTERNALLY PROMOTE THE ACTIVITIES, PERSONNEL, AND OPERATIONS OF THE LAW ENFORCEMENT DIVISION IN A POSITIVE AND PROACTIVE MANNER.

ACTIVITIES:

FISCAL YEAR 97-98:

- Newsletter/Annual Report
- Board Briefings
- Media Opportunities
- Citizen Advice /Advisory
- On-call PIO

FISCAL YEAR 98-99:

- Full Time Public Information Officer
- Publishing: Articles
- Utilize Cable Access TV
- Distribute Newsletter to Public

FISCAL YEAR 99-00:

- Publishing: Books

BENCHMARKS/STANDARDS:

- Public Awareness of Sheriff's Office Operations/Philosophy
- Public and Political Support for Sheriff's Office Programs

CRITICAL ISSUE:

**5. BUDGETING THAT REFLECTS WHAT WE DO**

GOAL: TO CONTINUE TO PROMOTE RESPONSIBLE EXPENDITURE OF DIVISION RESOURCES AND EMPLOYEE PARTICIPATION IN THE BUDGET PROCESS

ACTIVITIES:

FISCAL YEAR 97-98:

Budget reflect Agency and Division Values  
Unit Managers Trained and Accountable for Budgets  
Identify/Train Grant Writers

FISCAL YEAR 98-99:

Budget ties directly to Benchmarks/Results/Community Policing  
Establish Performance Measures Consistent with the Budget  
Grant Writing  
Private Funding Sources  
Establish Budget Teams

FISCAL YEAR 99-00:

Resource requests/allocation reflect strategic direction of the Division  
and adequately funds activities consistent with that direction

BENCHMARKS/STANDARDS:

Unit managers familiar with the budget and budget process  
Members familiar with the budget process

# COMMUNITY POLICING ATTRIBUTES

## PROBLEM SOLVING

Problem-Solving Orientation: Personnel at all levels deal with law enforcement and community problems by a standard method of identifying, diagnosing and responding to these problems. Members engage citizens and other organizations in solutions.

Information Systems: Systems are expanded to include the collection, analysis and dissemination of information about community demographics, crime patterns, service providers, police performance measures, and other data sets needed to support community based problem-solving activities.

Information Feedback: Members provide responsive and timely feedback to one another and citizens on problem-solving initiatives and strategies.

## EMPOWERMENT

Leadership and Delegation: Command and supervisory personnel provide leadership and support to subordinates through example and delegate authority to commit resources to solving problems in the community.

Employee Recognition: Employee recognition and promotion processes are in place within the agency which encourage and reward employees engaged in community policing.

Training Programs: Programs are in place to ensure that every level of the organization receives community policing and related training.

## SERVICE ORIENTATION

Customer Needs: Personnel at all levels place a high priority on awareness of customer needs, and the fulfilling of those needs.

Community Values: All personnel recognize that a diversity of geographic, demographic and cultural communities exist in the jurisdiction, and that community values and priorities are reflected in the police services delivered.

## PARTNERSHIPS

Community-Police Collaboration: Members of the community actively collaborate with law enforcement to make neighborhoods safer and more liveable

Planning: Community policing planning processes include not only agency personnel, but also other government agencies and private citizens.

Interagency Cooperation: The organization has formal and informal cooperative agreements with other agencies and community groups to address community police problems.

Citizen Empowerment: Citizens are encouraged to initiate solutions to community problems and obtain police support when and where needed.

Local Government Support: The County's policy is to provide law enforcement with the required resources and empowerment to collaborate with other government and private agencies and citizens in problem-solving strategies.

## RESPONSIBILITY/ACCOUNTABILITY

Accountability: All members of the organization are accountable to each other and to the community for exercising their empowerment to serve the needs of the community and the organization.

Budget Management: Unit managers and supervisors have flexibility for community policing resource allocation and program management.

Policies and Procedures: The policies and procedures of the organization are revised to provide general guidelines for decision making authority, discretion, and initiative in problem solving.

Performance Measurement: Performance of individuals and organizational units is regularly measured against the key attributes and success factors of community policing in addition to traditional performance measurement..

Assignment Areas: Officer assignments are made with continuity and consistency of assignment as a goal. Where possible, officers are assigned to an area for an extended period of time and become the primary contacts between the citizens and the organization.

## COMMUNITY LEADERSHIP

Organizational Initiative: The organization takes the lead in interactions with the community, and provides leadership initiate partnerships and problem solving activities.

Recruitment and Hiring: Practices ensure that applicants represent a broad range of cultural and ethnic communities.

## RISK-TAKING

Innovation and Creativity: Employees are empowered to develop non-traditional responses and apply creative solutions to problems and situations where appropriate. Agency policies and procedures recognize and encourage these responses and solutions.

## BOTTOM-UP MANAGEMENT PHILOSOPHY

Organizational Structure and Values: The organization is unequivocally committed to a style of policing whose structure and values emphasize participation, initiative, empowerment, and problem-solving at all levels.

Open Communications: Decision making and problem solving at all organizational levels involves open and frequent communication among employees and citizens to encourage discussion and negotiation.

# COMMUNITY POLICING SUCCESS FACTORS

## COMMUNITY/NEIGHBORHOOD LIVABILITY

Citizens perceive that community and neighborhood livability is good or significantly improved.

## FEAR OF CRIME

Citizens perceive that the fear of crime in the neighborhood and the community is not significant or is significantly reduced.

## INCIDENCE OF CRIME

Citizens perceive that the incidence of crimes which are of greatest concern to their neighborhood and the community is significantly reduced.

## CITIZEN EMPOWERMENT

Citizens perceive that they are empowered to set priorities for police activities in their neighborhoods and the community and to participate with the police in problem solving.

## CITIZEN SATISFACTION

Citizen satisfaction with services provided by the police is high or is significantly increased.

## LONG TERM STABILITY

The Sheriff's Office is enjoying ongoing support from the community and local government for its programs and budgets.

## PROBLEM SOLVING

More time is being spent by members on proactive and coactive problem solving activities.

## EMPLOYEE EMPOWERMENT

Employees perceive that they are empowered to use their initiative and resources to solve problems with a minimum of managerial restraints.

## JOB SATISFACTION

Personnel are showing increased job satisfaction.

## INTERAGENCY COORDINATION

There is better coordination and allocation of responsibilities among social, criminal justice and other service agencies to prevent and solve community and public safety problems.

## OFFICER SAFETY

There are fewer and less severe line-of-duty injuries and personnel feel safer.

## LOCAL GOVERNMENT SUPPORT

Multnomah County outside of the Sheriff's Office is demonstrating a willingness to support and participate in community policing efforts.

## **SARA MODEL**

Questions that can be asked and/or answered as part of the problem solving process:

### **SCANNING**

Nature of the problem:

How was the problem identified?

Who identified the problem?

How and why was this problem selected from among other problems?

How serious is this problem?

### **ANALYSIS**

Methods of Analysis used:

What information will help you to better understand the nature and extent of the problem?

How long has it been a problem?

What harm has resulted from the problem?

What procedures or legislation exist or are needed to help address this problem?

Who is affected by the problem?

Where does the problem occur?

When does the problem occur?

Is this a victim, suspect, or location problem?

What are the underlying conditions?

What are the current responses to the problem?

In what ways are citizens to be involved in the analysis of this problem?

### **RESPONSE**

Methods of response proposed:

What do you intend to accomplish with the response plan?

What needs to be done before you can implement your plan?

What difficulties do you anticipate?

What resources are available or are needed to solve the problem?

How are citizens or other criminal justice and/or social service agencies involved in the response to the problem?

### **ASSESSMENT**

How will you measure the results?

How long will the response be evaluated?

Problems that may be encountered in assessing the response:

What are the desired results?

What are the actual results?

What goals were not accomplished, and what impact did that have on the problem?

Will your response need to be ongoing to maintain results?

How will citizens be involved in your evaluation process?

Will continued monitoring be necessary?