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

**ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277**
Email: deborah.l.bogstad@co.multnomah.or.us


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

## AUGUST 13, 1998
## BOARD MEETING

### FASTLOOK AGENDA ITEMS OF INTEREST


| | |
|---|---|
| Pg2 | 9:30 Consent Calendar of Routine County Business |
| Pg3 | 9:35 Second Reading County Supervisory Authority Ordinance |
| Pg4 | 9:40 Cooperative Agreement for Operation of Regional Crisis Diversion Plan for Developmental Disability Clients |
| Pg4 | 9:45 Resolution Implementing Adopt-A-Road Partnering Program |
| Pg4 | 9:50 Decision in Land Use Case CU 4-98/HV 7-98 |
| Pg4 | 10:10 Resolution to Fund Support and Services to Homeless Youth |
| Pg4 | 10:30 Update on Implementation of Disparity Study Recommendations |


Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:
Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 10:00 PM, Channel 30
Sunday, 1:00 PM, Channel 30
Produced through Multnomah Community Television

Thursday, August 13, 1998 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

# REGULAR MEETING

## CONSENT CALENDAR

## DEPARTMENT OF SUPPORT SERVICES

C-1 Amendment 2 to Intergovernmental Agreement 500548 with Oregon State Police, Office of Emergency Management for Hazard Mitigation Grant Program, Dodson-Warrendale Acquisition

C-2 Budget Modification DSS 2 Recognizing $771,000 in Revenues Received from the Federal Emergency Management Agency (FEMA) for the Dodson-Warrendale Hazard Mitigation Project

## AGING AND DISABILITY SERVICES DEPARTMENT

C-3 Renewal of Intergovernmental Agreement 100145 (Amendment 5) with Tri-Met, Providing Door-to-Door Rides for Frail Elders to Go to Medical Appointments, Obtain Other Needed Services, and Attend Meal Sites

## DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-4 Renewal of Intergovernmental Agreement 9910045 with Portland Employment Program - Portland Community College, Providing Employment and Alternative Services and Vocational Transportation Services for People with Developmental Disabilities

C-5 Renewal of Intergovernmental Agreement 9910058 with Tri-Met Parks and Recreation Senior Center, Providing Transportation Services for People with Developmental Disabilities

C-6 Renewal of Intergovernmental Agreement 9910082 with Oregon Commission for the Blind, Purchasing Employment and Alternative Services for People with Developmental Disabilities

C-7 Renewal of Intergovernmental Agreement 9910087 with the City of Portland Parks and Recreation Senior Center, Funding Employment Services for People with Developmental Disabilities

C-8 Renewal of Intergovernmental Agreement 9910270 with Portland Public Schools, Purchasing Child Health Development Screening Services (SKIP Program), Alternative School Services at Mt. Scott Learning Center, Youth Summer Camp (TLC/TNT), Child Care Services, and Touchstone, School On-Site Case Management Services

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

C-9 Renewal of Intergovernmental Agreement 700159 with Portland Community College, Continuing Instructional Support for the Donald H. Londer Center for Learning to Provide Adult Basic Education and General Equivalency Diploma ABD/GED Instruction and Testing for Adult Offenders on Parole or Probation

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-10 ORDER Authorizing Execution of Deed D981560 Upon Complete Performance of a Contract with Robert Hahn and Sharolyn McCallum

C-11 ORDER Authorizing Execution of Deed D981561 Upon Complete Performance of a Contract with Anya Taneka Grice

C-12 ORDER Authorizing Private Sale of Certain Tax Foreclosed Property to Curtis Keith Kimball and Kendall Kimball, 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 JUVENILE AND ADULT COMMUNITY JUSTICE**

R-2 Second Reading of an ORDINANCE Designating the County Supervisory Authority and Amending MCC 2.30.800 and Creating MCC 2.30.310

## DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-3 Intergovernmental Cooperative Agreement 9910290 with Washington and Clackamas Counties for Operation of the Regional Crisis Diversion Plan for the Shared Responsibility and Coordination of Providing Short-Term Diversion, Long-Term Diversion and Crisis Bed Services to People with Developmental Disabilities

## DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 RESOLUTION Recommending Implementation of the Adopt-A-Road Partnering Program by the Multnomah County Board of Commissioners

R-5 CU 4-98/HV 7-98 Continued Board Decision Regarding an Appeal of the Hearings Officer Decision Approving CU 4-98 HV 7-98 with Modifications to Condition Number Three to Require Applicant to Comply with Private Road Standards of MCC 11.15.2074(D) on Property Located at 32152 SE STEVENS ROAD, PORTLAND

## NON-DEPARTMENTAL

R-6 RESOLUTION: Commitment to Fund Support and Services to Homeless Youth per the Plan in Resolution 98-100

## COMMISSIONER COMMENT

R-7 Opportunity (as Time Allows) for Commissioners to Provide Informational Comments to Board and Public on Non-Agenda Items of Interest.

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Thursday, August 13, 1998 – 10:30 AM
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

# BOARD BRIEFING

B-1 Update on Implementation of the Disparity Study Recommendations. Presented by Vickie Gates, Jerry Walker and Invited Guests. 1 HOUR REQUESTED.

MEETING DATE: AUG 1 3 1998
AGENDA NO.: C-1

*(Above Space for Board Clerk's Use ONLY)*

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*AGENDA PLACEMENT FORM*

*SUBJECT:* Amendment to Intergovernmental Agreement #500548, Hazard Mitigation Grant Program Dodson- Warrendale Acquisition, and budget modification.

*BOARD BRIEFING* *Date Requested:*

*Amount of Time Needed:*

*REGULAR MEETING* *Date Requested:* August 13, 1998

*Amount of Time Needed:* 10-Minutes

*DEPARTMENT:* Support Services *DIVISION:* Emergency Management

*CONTACT:* Mike Gilsdorf *TELEPHONE #:* 618-2363

*BLDG/ROOM#:* 313/EM

*PERSON(S) MAKING PRESENTATION:* Mike Gilsdorf

*ACTION REQUESTED:*

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

SUGGESTED AGENDA TITLE

Amendment to Intergovernmental Agreement #500548 with Oregon State Police, Office of Emergency Management for Hazard Mitigation Grant Program, Dodson-Warrendale Acquisition, and budget modification to recognize funds.

8/14/98 ORIGINAL to Mike Gilsdorf

98 AUG -5 AM 11:50
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Vickie L. Gates

*ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES*

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: August 3, 1998

REQUESTED PLACEMENT DATE: August13, 1998

RE: Amendment to Intergovernmental Agreement #500548, Hazard Mitigation Grant Program Dodson- Warrendale Acquisition

I. Recommendation/Action Requested:

Signature and approval.

II. Background/Analysis:

Intergovernmental Agreement, (IGA), #500548, Hazard Mitigation Grant Program Dodson-Warrendale Acquisition between Multnomah County and the State of Oregon, Oregon State Police, Office of Emergency Management was passed by the Board of County Commissioners on October 2, 1997. This IGA provided for FEMA Hazard Mitigation Grant funding to Multnomah County following the February 1996 floods and slides. Such funds were dedicated to the voluntary acquisition of properties in the Dodson-Warrendale area of Multnomah County. The initial grant amount was for $375,000.00 in FEMA funds, to be matched by $125,000.00 in special CBDG funds, plus administrative fees. The original IGA document incorrectly listed the total amount of the grant as $389,860.00. This total included the administrative fees for the grantee, Oregon Emergency Management.

Multnomah County has been notified of an award of a second grant of $375,000.00, to be matched by special CDBG funds of $175,000.00, plus administrative fees. These funds will be utilized as outlined in the original IGA. To date, four properties in the Dodson-Warrendale area have been voluntarily offered for sale by the owners and have been approved for purchase under this program using the funds from the first grant award. Two of the properties have been purchased and two others are in the final stages of purchase. Additional properties will be purchased with the second grant award.

The following chart details the funds available and source of the funds for both grant awards under this Hazard Mitigation Grant Program, (HMPG)

| FEMA GRANT (MULTCO) | CDBG GRANT (City) | SUBGRANTEE ADMIN FEES (MULTCO) | TOTAL TO COUNTY/ CITY | GRANTEE ADMIN FEES (STATE) | PROGRAM GRAND TOTAL |
|---|---|---|---|---|---|
| $375,000 | $125,000 | $11,000 | $511,000 | $3,860 | $514,860 |
| $375,000 | $125,000 | $10,000 | $510,000 | $1,925 | $511,925 |
| **$750,000** | **$250,000** | **$21,000** | **$1,021.000** | **$5,785** | **$1,026,785** |

The Subgrantee Administrative fees listed above in the amount of $21,000.00, will be dedicated to the Multnomah County Office of Emergency Management. The actual amount of the funds to be made available will be based on the formula listed below.

| | | | |
|---|---|---|---|
| For the first $100,000 of eligible costs: | 3% | = | $ 3,000.00 |
| For the next $900,000 of eligible costs: | 2% | = | $18,000.00 |
| | TOTAL | = | $21,000.00 |

These fees will be paid in full upon completion of the entire project, and submission of the County's Hazard Mitigation Plan. This plan is currently being developed in conjunction with METRO and other governments within the County.

Total funding available for acquisition of properties is $1,000,000.

The Grantee administrative fees listed in the chart above are dedicated to Oregon Emergency Management. These funds will be passed directly from FEMA to that office and will not be a part of any funding granted to the County.

III. Financial Impact:

The financial impact of this amendment is to increase the budget for the Department of Support Services, Office of Emergency Management in the amount of $771,000. to acknowledge the receipt of these grant funds and associated administrative fees.

IV. Legal Issues:

There are no known legal issues.

V. Controversial Issues:

There are no known controversial issues.

VI. Link to Current County Policies:

This program is directly in line with the Policy Statement of the Multnomah County Office of Emergency Management which is: *It is the policy of Multnomah County to safeguard life and property by making maximum use of all available resources, public and private, to minimize the effects of natural or man-made emergency events and/or disasters.* This application of this program also reflects the intent of ORS 401.025 (6).

VII. Citizen Participation:

On June 10, 1997 a public meeting was conducted in Cascade Locks to inform the impact citizens of the property acquisition program. Over 60 interested individuals attended this meeting. A second public meeting was conducted on September 25, 1997 at the Corbett Elementary School. All individuals and families residing in the area were contacted as have all those who have title to property in the area. Mailings were sent to all those listed as property owners on County tax rolls, all postal patrons in the area, and to all those who attended the June 10, 1997 meeting.

A deadline was established for accepting applications to participate in the program. The Office of Emergency Management and a representative from the Office of Community Development conducted a workshop to assist interested persons in completing the application forms for the program.

VIII. Other Government Participation:

This has been a collective effort between the following agencies and organizations.

| | |
|---|---|
| Multnomah County: | Commissioner Kelley's Office |
| | Office of County Counsel |
| | Community Development |
| | Emergency Management |
| State of Oregon: | Emergency Management |
| | Hazard Mitigation Office |
| | Attorney General |
| United States: | US Forest Service |

Rev. 5/92

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # 500548-2

| CLASS I | CLASS II | CLASS III |
|---|---|---|
| ☐ Professional Services under $25,000 | ☐ Professional Services over $25,000 (RFP, Exemption)<br>☐ PCRB Contract<br>☐ Maintenance Agreement<br>☐ Licensing Agreement<br>☐ Construction<br>☐ Grant<br>☐ Revenue | ☐ Intergovernmental Agreement<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>AGENDA # C-1 DATE 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

Department SUPPORT SERVICES Division EMERGENCY MNGMT. Date July 29, 1998

Contract Originator MICHAEL J. GILSDORF Phone 618-2526 Bldg/Room 313/EM

Administrative Contact DOUG MC GILLIVRAY Phone 618-2353 Bldg/Room 313/EM

Description of Contract AMENDMENT TO ICA#500548, Hazard Mitigation Grant Program Dodson-Warrendale Acquisition.

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

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

Contractor Name OREGON STATE POLICE

Mailing Address OREGON EMERGENCY MANAGEMENT
549 COTTAGE ST. NE.
SALEM, OR. 97310

Phone _____

Employer ID# or SS# _____

Effective Date _____

Termination Date _____

Original Contract Amount $ 389,860.00

Total Amount of Previous Amendments $ NONE

Amount of Amendment $ 381,140.00

Total Amount of Agreement $ 771,000

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

**REQUIRED SIGNATURES:**

Encumber: Yes ☐ No ☐

Department Manager Vickie L. Ayles Date 8/4/98

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel _____ Date 8/5/98

County Chair / Sheriff _____ Date August 13, 1998

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

| VENDOR CODE | VENDOR NAME | TOTAL AMOUNT | $ | |
|---|---|---|---|---|

| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT/ REV SRC | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01. | | | | | | | | | | | |
| 02. | | | | | | | | | | | |
| 03. | | | | | | | | | | | |
| * | * If additional space is needed, attach separate page. Write contract # on top of page. | | | | | | | | | | |

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

Oregon
John A. Kitzhaber, M.D., Governor

**Department of State Police**
Oregon Emergency Management
595 Cottage Street NE
Salem, OR 97310
(503) 378-2911
FAX (503) 588-1378
TTY (503) 373-7857
oemd@oem.state.or.us

March 25, 1998

RECEIVED
APR 14 1998
MULTNOMAH COUNTY
EMERGENCY MANAGEMENT

Mr. Michael Gilsdorf
Director of Emergency Management
Multnomah Co. Emergency Management
12240 N.E. Glisan Street
Portland OR 97230

RE: Hazard Mitigation Grant Program, FEMA DR-1099-OR
OEM Reference No 051-80003-A
FEMA Project No 1099.0005

Dear Mr. Gilsdorf:

The purpose of this letter is to bring to your attention an error in the Acquisition Addendum of your Hazard Mitigation Grant Program (HMGP) contract. Section 6.0, PAYMENTS, makes reference to the percentage calculation used to derive the administrative allowance for your HMGP project. Unfortunately, the percentage ranges shown in the Acquisition Addendum are incorrect. The correct percentages are referenced in the prime contract in Section 6.0, paragraph 4.

Please substitute the attached, corrected Acquisition Addendum or, alternatively, strike the percentage calculation shown in Section 6.0 of the original addendum. If you have any questions please do not hesitate to call me at (503)986-0239.

Sincerely,

Dennis J. Sigrist
State Hazard Mitigation Officer

H:\MITIGATE\ACQADLTR.DOC

Oregon
John A. Kitzhaber, M.D., Governor

**Department of State Police**
Oregon Emergency Management
595 Cottage Street NE
Salem, OR 97310
(503) 378-2911
FAX (503) 588-1378
TTY (503) 373-7857
oemd@oem.state.or.us

March 25, 1998

RECEIVED
APR 6 1998
MULTNOMAH COUNTY
EMERGENCY MANAGEMENT

Ms. Beverly Stein, Chair
Multnomah County Board of Commissioners
c/o Mr. Michael Gilsdorf
1333 NW Eastman Parkway
Gresham, OR 97030

RE: HAZARD MITIGATION GRANT PROGRAM (HMGP), DR-1099
OEM Project #051-80003, FEMA Project #1099.0005
Dodson-Warrendale Acquisition
FIPS #051-00000
CONTRACT ADDENDUM

Dear Ms. Stein:

Oregon Emergency Management (OEM) is pleased to inform you that the Federal Emergency Management Agency (FEMA) has approved the second phase funding request for your Hazard Mitigation Grant. FEMA has obligated a total of $750,000 in federal funds for this project with the approval of the Phase II funding.

OEM, as administrator of those funds, has prepared the documents necessary for your jurisdiction to access those funds. OEM is enclosing for your review and execution by your authorized agent the:

- Hazard Mitigation Grant Program Contract, *Addendum*
- Federal form SF-424 - *Application for Federal Assistance**

*Please resubmit a SF-424 as a revision (block 8) where the estimated funding (block 15) is the cumulative total for all funding phases to date.

If you have any questions regarding this letter and/or attached forms, please contact Fran Lushenko, your Project Coordinator, at (503)986-0258.

Sincerely,

Abby Kershaw
Director, Financial and Recovery Services

Enclosure

**STATE OF OREGON**
**OREGON STATE POLICE**
**OFFICE OF EMERGENCY MANAGEMENT**

**HAZARD MITIGATION GRANT PROGRAM CONTRACT 1099-DR-OR**

**ADDENDUM**

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the Oregon State Police, Office of Emergency Management, hereinafter referred to as "Grantee" and **Multnomah County**, hereinafter referred to as the "Subgrantee" and is an addendum to the contract dated **October 20, 1997.**

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the Grantee. Under the authority of Presidential Major Disaster Declaration FEMA 1099-DR-OR, the Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Grant Program Project entitled **Dodson-Warrendale Acquisitions** dated **November 1, 1996** and described in the subsequent application materials submitted to Grantee.

3.0 FUNDING

The revised, **total** amended estimated cost of the project for the purpose of this Grant Agreement is **$1,000,000.**

Subgrantee understands that the Grantee has established a financial limitation for the obligation of federal funds for this project for the Hazard Mitigation Grant Program. The limit established for maximum project obligation of federal funds is **$750,000.**

4.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the Subgrantee under this Agreement shall be those activities which occurred starting November 1, 1996 and shall terminate upon completion of the project approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period" and is shown in the project schedule (attached).

5.0 PAYMENTS and ADMINISTRATIVE ALLOWANCE

1. The Grantee, using funds granted for the purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to the Subgrantee to include an administrative allowance.

2. The Subgrantee is eligible to receive federal administrative monies, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the Hazard Mitigation Program grant(s). For the purpose of this contract and addendum, the administrative allowance is calculated based on the revised **total** amended estimated cost of the project as follows:

For the first $100,000 of eligible costs, three percent of such costs;
For the next $900,000, two percent of such costs;
For the next $4,000,000, one percent of such costs.

6.0 HISTORIC PRESERVATION

All structures identified for acquisition must comply with historic preservation review and standards. This aspect of the environmental review for the Phase II properties will conform with existing, pre-established review procedures and be fully coordinated with environmental staff at FEMA Region 10. FEMA Region 10 will advise the Grantee and Subgrantee of all requirements and approvals associated with the historic preservation process.

IN WITNESS WHEREOF, the Grantee and the Subgrantee have executed this Agreement as of the date and year written below.

Governor's Authorized Representative
Oregon State Police
Office of Emergency Management

DATE:_____

Authorized Agent Signature - Subgrantee
Printed Name: **Beverly Stein**
Title: **Chair, Board of Commissioners**

DATE: August 13, 1998

Oregon Emergency Management
595 Cottage St NE
Salem, OR 97310

CFDA:83-516

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

BY_____
ASSISTANT COUNTY COUNSEL

DATE 8/5/98

H:\MITIGATE\DR1099\COUNTIES\MULTNOMA\5180003.AD2

PLEASE PRINT THE FOLLOWING TO EXPEDITE PROCESSING

Federal Tax ID No. (TIN): 93-6002309
Organization: Multnomah County
Address: Office of Emergency Management
1333 NW Eastman Parkway
Phone: Gresham OR, 97030
(503) 618-2363



APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

# APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

| 2. DATE SUBMITTED | Applicant Identifier |
|---|---|
| July 14, 1998 | 051-00000 |
| **3. DATE RECEIVED BY STATE** | **State Application Identifier** |
| 11 10 1 9 6 | 051-80003 |
| **4. DATE RECEIVED BY FEDERAL AGENCY** | **Federal Identifier** |
| | 1099-0005 |

**1. TYPE OF SUBMISSION:**

Application: [ ] Construction [X] Non-Construction

Preapplication: [ ] Construction [ ] Non-Construction

**5. APPLICANT INFORMATION**

Legal Name: Multnomah County, Oregon

Organizational Unit: Office of Emergency Mgt

Address (give city, county, state, and zip code):
1333 NW Eastman Parkway
Gresham, Oregon 97030

Name and telephone number of person to be contacted on matters involving this application (give area code)
Mike Gilsdorf
(503) 618-2526

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**
9 3 - 6 0 0 2 3 0 9

**7. TYPE OF APPLICANT: (enter appropriate letter in box)**

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)

**8. TYPE OF APPLICATION:**

[ ] New [ ] Continuation [X] Revision

If Revision, enter appropriate letter(s) in box(es) [ ] [ ]

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

**9. NAME OF FEDERAL AGENCY:**
FEMA

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:**
8 3 - 5 1 6

TITLE: Hazard Mitigation Grant Program

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**

**12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):**
Multnomah County, Oregon

**13. PROPOSED PROJECT:**

| Start Date | Ending Date |
|---|---|
| 11/1/96 | 12/31/98 |

**14. CONGRESSIONAL DISTRICTS OF:**

| a. Applicant | b. Project |
|---|---|
| Earl Blumenauer | Same |

**15. ESTIMATED FUNDING:**

| | |
|---|---|
| a. Federal | $ 375,000 .00 |
| b. Applicant | $ 125,000 .00 |
| c. State | $ .00 |
| d. Local | $ .00 |
| e. Other | $ .00 |
| f. Program Income | $ .00 |
| g. TOTAL | $ 500,000 .00 |

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE:

b. NO. [X] PROGRAM IS NOT COVERED BY E.O. 12372
[ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**

[ ] Yes If "Yes," attach an explanation [ ] No

**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. Type Name of Authorized Representative | b. Title | c. Telephone Number |
|---|---|---|
| Beverly Stein | Chair Board of Commissioners | 503-248-3308 |
| d. Signature of Authorized Representative | | e. Date Signed |
| Beverly Stein | | August 13, 1998 |

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (REV. 4-92)
Prescribed by OMB Circular A-102

**BUDGET MODIFICATION NO. DSS 02**

(For Clerk's Use) Meeting Date AUG 13 1998
Agenda No. C-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR August 13, 1998
(Date)

DEPARTMENT Support Services DIVISION Emergency Management
CONTACT Doug McGillivray TELEPHONE 618-2353
*NAME (s) OF PERSON MAKING PRESENTATION TO BOARD Mike Gilsdorf

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

Budget Modification requesting authorization to recognize $771,000.00 in revenues received from FEMA for the Dodson/Warrendalehazard mitigation project.

(Estimated Time Needed on the Agenda)

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

These are basically pass-through funds that will enable the Office of Emergency Management to fund a FEMA sponsored acquisition project in the Dodson/Warrendale area. The intent is to purchase residential properties from willing owners, thus allowing families to relocate to an area that is not 'AT RISK'. The funding for the project is a combination of FEMA and CDBG dollars.

See attached staff report for additional and specific details.

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

98 AUG -5 AM 11:30
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

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

| | | | |
|---|---|---|---|
| Originated by [signature] | Date 30 JUN 98 | Department Manager [signature] | Date 8/4/98 |
| Budget Analyst Karyne Dargan | Date 8/5/98 | Personnel Analyst | Date |
| Board Approval Deborah L Bogstad | 8/13/98 | | Date |

**BMDSS9902**

EXPENDITURE

TRANSACTION EB GM [ ] | TRANSACTION DATE | ACCOUNTING PERIOD | BUDGET FY

| Document Number | Action | Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 156 | 70 | 7353 | | | 8400 | | | 750,000 | | |
| | | 156 | 70 | 7353 | | | 6110 | | | 21,000 | | |
| | | | | | | | | | | 0 | | |
| | | | | | | | | | | 0 | | |
| | | | | | | | | | | 0 | | |
| TOTAL EXPENDITURE CHANGE | | | | | | | | 0 | 0 | 771,000 | 0 | |

REVENUE

TRANSACTION RB GM [ ] | TRANSACTION DATE | ACCOUNTING PERIOD | BUDGET FY

| Document Number | Action | Fund | Agency | Organi-zation | Activity | Reporting Category | Revenue Source | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 156 | 070 | 7353 | | | 2167 | | | 771,000 | | |
| | | | | | | | | | | 0 | | |
| | | | | | | | | | | 0 | | |
| | | | | | | | | | | 0 | | |
| | | | | | | | | | 0 | | | |
| TOTAL REVENUE CHANGE | | | | | | | | 0 | 0 | 771,000 | 0 | |

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: August 3, 1998

REQUESTED PLACEMENT DATE: August13, 1998

RE: BudMod DSS9902 Budget modification requesting authorization to recognize $771,000 in revenues received from FEMA for the Dodson/Warrendale hazard mitigation project.

I. Recommendation/Action Requested:

Approval of budget modification to recognize $771,000 of revenue associated with IGA #500548, Hazard Mitigation Grant Program Dodson-Warrendale Acquisition.

II. Background/Analysis:

Intergovernmental Agreement, (IGA), #500548, Hazard Mitigation Grant Program Dodson-Warrendale Acquisition between Multnomah County and the State of Oregon, Oregon State Police, Office of Emergency Management was passed by the Board of County Commissioners on October 2, 1997. This IGA provided for FEMA Hazard Mitigation Grant funding to Multnomah County following the February 1996 floods and slides. Such funds were dedicated to the voluntary acquisition of properties in the Dodson-Warrendale area of Multnomah County. The initial grant amount was for $375,000.00 in FEMA funds, to be matched by $125,000.00 in special CBDG funds, plus administrative fees. The original IGA document incorrectly listed the total amount of the grant as $389,860.00. This total included the administrative fees for the grantee, Oregon Emergency Management.

Multnomah County has been notified of an award of a second grant of $375,000.00, to be matched by special CDBG funds of $175,000.00, plus administrative fees. These funds will be utilized as outlined in the original IGA. To date, four properties in the Dodson-Warrendale area have been voluntarily offered for sale by the owners and have been approved for purchase under this program using the funds from the first grant award. Two of the properties have been purchased and two others are in the final stages of purchase. Additional properties will be purchased with the second grant award.

The following chart details the funds available and source of the funds for both grant awards under this Hazard Mitigation Grant Program, (HMPG)

| FEMA GRANT (DSS) | CDBG GRANT (CFS) | SUBGRANTEE ADMIN FEES (MULTCO) | TOTAL TO COUNTY | GRANTEE ADMIN FEES (STATE) | PROGRAM GRAND TOTAL |
|---|---|---|---|---|---|
| $375,000 | $125,000 | $11,000 | $511,000 | $3,860 | $514,860 |
| $375,000 | $125,000 | $10,000 | $510,000 | $1,925 | $511,925 |
| **$750,000** | **$250,000** | **$21,000** | **$1,021,000** | **$5,785** | **$1,026,785** |

The Subgrantee Administrative fees listed above in the amount of $21,000.00, will be dedicated to the Multnomah County Office of Emergency Management. The actual amount of the funds to be made available will be based on the formula listed below.

| | | | |
|---|---|---|---|
| For the first $100,000 of eligible costs: | 3% | = | $ 3,000.00 |
| For the next $900,000 of eligible costs: | 2% | = | $18,000.00 |
| | TOTAL | = | $21,000.00 |

These fees will be paid in full upon completion of the entire project, and submission of the County's Hazard Mitigation Plan. This plan is currently being developed in conjunction with METRO and other governments within the County.

Total funding available for acquisition of properties is $1,000,000.

The Grantee administrative fees listed in the chart above are dedicated to Oregon Emergency Management. These funds will be passed directly from FEMA to that office and will not be a part of any funding granted to the County.

III. Financial Impact:

The financial impact of this amendment is to increase the budget for the Department of Support Services, Office of Emergency Management in the amount of $771,000. to acknowledge the receipt of these grant funds and associated administrative fees.

IV. Legal Issues:

There are no known legal issues.

V. Controversial Issues:

There are no known controversial issues.

VI. Link to Current County Policies:

This program is directly in line with the Policy Statement of the Multnomah County Office of Emergency Management which is: *It is the policy of Multnomah County to safeguard life and property by making maximum use of all available resources, public and private, to minimize the effects of natural or man-made emergency events and/or disasters.* This application of this program also reflects the intent of ORS 401.025 (6).

VII. Citizen Participation:

On June 10, 1997 a public meeting was conducted in Cascade Locks to inform the impact citizens of the property acquisition program. Over 60 interested individuals attended this meeting. A second public meeting was conducted on September 25, 1997 at the Corbett Elementary School. All individuals and families residing in the area were contacted as have all those who have title to property in the area. Mailings were sent to all those listed as property owners on County tax rolls, all postal patrons in the area, and to all those who attended the June 10, 1997 meeting.

A deadline was established for accepting applications to participate in the program. The Office of Emergency Management and a representative from the Office of Community Development conducted a workshop to assist interested persons in completing the application forms for the program.

VIII. Other Government Participation:

This has been a collective effort between the following agencies and organizations.

| | |
|---|---|
| Multnomah County: | Commissioner Kelley's Office |
| | Office of County Counsel |
| | Community Development |
| | Emergency Management |
| State of Oregon: | Emergency Management |
| | Hazard Mitigation Office |
| | Attorney General |
| United States: | US Forest Service |

MEETING DATE: AUG 13 1998
AGENDA #: C-3
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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# AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Tri-Met for special needs rides for elders

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

REGULAR MEETING: DATE REQUESTED: August 6, 1998

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Aging and Disability Services DIVISION:

CONTACT: Caroline Sullivan TELEPHONE #: 248-3620/ X 26841
BLDG/ROOM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Don Carlson

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of annual Intergovernmental Agreement # 100145 in the amount of $165,590 with Tri-Met to continue door-to-door special needs rides for elders not able to use the regular bus system.

8/14/98 originals to Caroline Sullivan

98 JUL 30 PM 5:20
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Multnomah County Chair
FROM: Jim McConnell, Director Aging and Disability Services
DATE: July 23, 1998
SUBJECT: Amendment #5 to Intergovernmental Agreement #100145 with Tri-Met

Recommendation: The Aging Services Department recommends Board of County Commissioners approval of the amendment #5 to Intergovernmental Agreement #100145 with Tri-Met, for the period July 1, 1998 through June 30, 1999.

Background/Analysis: This amendment extends the contract period through June 30, 1999 and increases funds to purchase an estimated 63,688 door-to-door rides for frail elderly to go to medical appointments, obtain other needed services, and to attend meal sites during FY99

Fiscal Impact: Funds up to $165,590 from County General Funds, City General Funds and the federal Older American Act Funds are budgeted and available during FY99 on a requirements basis to provide needed transportation for elderly clients not able to use the regular public transportation system. An additional contract with Radio Cab company provides back-up services when Tri-Met is unable to schedule needed rides. These 2 contracts draw from the same pool of funds.

The maximum number of rides during FY98-99 is decreased by an estimated 169 one-way rides/month because the cost per ride is increased by a 3% cost of living adjustment (COLA). An increase in client contributions will increase the number of rides available.

Legal Issues: This intergovernmental agreement is renewable annually without a competitive process.

Controversial Issues: Individuals and advocates continue to report instances of unsatisfactory service. Tri-Met and Aging and Disability Services respond to these reports on both a case to case basis and through a work group made up of line staff who authorize the rides, Tri-Met and ASD staff.

Citizen Participation: Elders in Action has approved the annual Area Plan. The Committee for Accessible Transportation (CAT) and its LIFT sub-committee each meet monthly, take public testimony at the beginning of each meeting and advise Tri-Met.

Other Governmental Participation: Community and Family Services Department uses the same special needs transportation services, but through a separate contract and with different issues. There is also an equivalent, though separate, contract between Tri-Met and the State of Oregon for Medicaid medical transportation.
tl99tm

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 100145

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached  Amendment #: 5

| CLASS I | CLASS II | CLASS III |
|---|---|---|
| ☐ Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount) | ☒ Intergovernmental Agreement (IGA) that exceeds $50,000 |
| ☐ Revenue not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ PCRB Contract | ☐ Expenditure |
| ☐ Intergovernmental Agreement (IGA) not to exceed $50,000 | ☐ Maintenance Agreement | ☐ Revenue |
| ☐ Expenditure | ☐ Licensing Agreement | APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS |
| ☐ Revenue | ☐ Construction | AGENDA # C-3 DATE 8/13/98 |
| ☐ Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | ☐ Grant | DEB BOGSTAD |
| | ☐ Revenue that exceeds $50,000 or awarded by RFP or Exemption (regardless of amount) | BOARD CLERK |

Department: Aging and Disability Services  Division:  Date: 7/1/1998

Originator: Caroline Sullivan/Donald Carlson  Phone: 248-3620  Bldg/Rm: 161/3rd Floor

Contact: Caroline Sullivan/Donald Carlson  Phone: 248-3620  Bldg/Rm: 161/3rd Floor

Description of Contract:

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 Tri-Met

Address 2800 NW Nela Street

Portland, OR 97210

Phone 503 802-8200

Employer ID# or SS# 93-0579353

Effective Date July 1, 1998

Termination Date June 30, 1999

Original Contract Amount $

Total Amt of Previous Amendments $

Amount of Amendment $

Total Amount of Agreement $

Remittance address *(If different)*

Payment Schedule / Terms

☐ Lump Sum $ ☐ Due on Receipt

☐ Monthly $ ☐ Net 30

☐ Other $ ☒ Other

☒ Requirements Not to Exceed $ 165,590

Encumber ☐ Yes ☒ No

REQUIRED SIGNATURES:

Department Manager — DATE 7-27-98

Purchasing Manager *(Class II Contracts Only)* — DATE

County Counsel — DATE 7/30/98

County Chair — DATE August 13, 1998

Sheriff — DATE

Contract Administration *(Class I, Class II Contracts only)* — DATE

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

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

FISCAL YEAR: 99
CONTRACTOR: TRIMET
CONTRACT #: 100145
AMENDMENT#: 0

AGENCY CODE: 86
EFFECTIVE DATE: 1-Jul-98
END DATE: 30-Jun-99
AMENDMENT DATE:

| LINE # | FUND | AGY | ORGN CODE | LGFS ACT | LGFS OBJT | REPT CAT | FND CAT | | ORIGINAL AMOUNT | MOD1 | MOD2 | MOD3 | FINAL AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| R1 | 156 | 011 | 1832 | TTZZ | 6060 | 179A | COUNTR | REQUIREMENTS LIMIT--DO NOT ENCUMBER | 20,799 | | | | 20,799 |
| R2 | 156 | 011 | 1832 | TTZZ | 6060 | 1723 | IIIB R | REQUIREMENTS LIMIT--DO NOT ENCUMBER | 113,314 | | | | 113,314 |
| R3 | 156 | 011 | 1832 | TTZZ | 6060 | 1728 | CITY | REQUIREMENTS LIMIT--DO NOT ENCUMBER | 31,477 | | | | 31,477 |
| TOTAL | | | | | | | | | 165,590 | 0 | 0 | 0 | 165,590 |

CONTRACT NO. 95091C

Modification No. 5

ORIGINAL

MULTNOMAH COUNTY AGING AND DISABILITY SERVICES
INTERGOVERNMENTAL AGREEMENT #100145, AMENDMENT # 5

DURATION OF AMENDMENT: July 1, 1998 To: June 30, 1999
CONTRACTOR NAME: Tri-County Metropolitan Transportation District of Oregon TELEPHONE: (503) 802-8200
CONTRACTOR ADDRESS: 2800 NW Nela Street Portland, OR 97210 IRS NUMBER: 93-00579353

---

This is amendment #5 is to Intergovernmental Agreement # 100145 executed July 1,1994 between the Multnomah County Aging and Disability Services Department, referred to as "COUNTY" and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), referred to as "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract and subsequent amendments not superseded by the language of this amendment are still in force and apply to this amendment.

I. SERVICES AND SERVICE LEVELS

a. CONTRACTOR agrees to provide the services within the service levels listed below for the period July 1, 1998 through June 30, 1999, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

| Service | Units | Rate | Total County Funds | Program Income | Total County Funds and Program Income* |
|---|---|---|---|---|---|
| One-way rides | ** | $2.60 | ^Requirements (Up to $165,590, subject to availability of funds) | | |

*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above. COUNTY will disburse not more than $165,590 under this contract amendment.

** An estimated 63,688 one-way rides may be provided through this contract, subject to availability of funds. This includes no-shows which are billable at the established rate when the rider is responsible for the no-show

^ Funds available for this contract are part of a requirements pool. Taxi and other contractors may draw from this pool when the LIFT is not able to provide needed rides and COUNTY arranges for alternative rides. The use of the pool by other providers reduces the amount of funds available to Tri-Met.

II: AMENDMENT NARRATIVE

This amendment extends the contract period through June 30, 1999 and adds funds on a requirements basis up to the amount of $165,590 for rides provided during the period July 1, 1998 through June 30, 1999



Amnd99tm

III. SPECIAL CONDITIONS

A. CONTRACTOR agrees to provide rides authorized by COUNTY at a cost to the COUNTY of $2.60 per ride. CONTRACTOR agrees to subsidize additional costs for the rides and report monthly on the actual total ride cost.

B. COUNTY and CONTRACTOR agree that no-shows are billed and paid at the same rate as a one-way ride when the no-show is the responsibility of the rider. A no-show is defined as a ride scheduled but not provided because the client is not present at scheduled pick-up time and location, or a ride is scheduled and not provided because rider refuses transport when the vehicle arrives at the pre-scheduled pick-up time and location

C. CONTRACTOR and COUNTY agree billable rides adhere to established standards, including the following:

1) Pick-up is within 1/2 hour of scheduled pick-up time.

2) Passengers are delivered within 1 hour of pick-up.

3) COUNTY through Aging and Disability Services shall arrange for return ride if client cannot honor prescheduled pickup time.

4) All Aging and Disability Services agency rides are guaranteed

5) Transportation originating or ending outside the Tri-Met service district will not be provided as part of this contract.

6) Rides not meeting the standards specified above shall be dealt with on a case-by-case basis.

D. CONTRACTOR agrees to work with Aging and Disability Services, District Center, and Nutrition Project staff to schedule and staff meetings quarterly or as necessary to identify, negotiate, and implement, as feasible, changes in policy and procedure which will improve quality and reliability of service delivery and work towards reducing the number of no-shows and late-cancels by Aging and Disability Services riders.

E. CONTRACTOR agrees to ensure that all Lift bus drivers receive appropriate training and follow-up for drivers to assure high quality, reliable service, and sensitivity to special needs of riders who are elderly or who have disabilities

F. CONTRACTOR agrees to assure that ASD riders have the opportunity to contribute toward the cost of the ride, and each donation is voluntary and confidential as required by the Older Americans Act of 1965, as amended, and Aging and Disability Services policies. CONTRACTOR agrees to establish a system for collection, accounting, and utilization of client contributions.

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

MULTNOMAH COUNTY

BY James McConnell 7-27-98
James McConnell, Director Date
Aging and Disability Services

BY Beverly Stein 8/13/98
Beverly Stein, Date
Multnomah County Chair

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

BY M Brian Playfair 7/17/98
Brian Playfair Date
Executive Director
Operations / Executive General Counsel

REVIEWED: THOMAS SPONSLER
County Counsel for
Multnomah County Oregon

By Katie Gaetjens 7/30/98
Katie Gaetjens Date
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

N. Butch Pribbanow
Assistant General Counsel



AMND99TM

6/29/98 CONTRACT BUDGET/REQUIRMENTS SUMMARY Page 1

ATTACHMENT — A

CONTRACTOR: TRIMET
CONTRACT #: ~~400239~~ 100145

| SERVICE | # OF UNITS | ASD FUNDS | PROGRAM INCOME | SUBTOTAL ASD | CONTRACT RATE | AGENCY UNIT SUBSIDY AGENCY CASH | AGENCY INKIND | AGENCY TOTAL | AGY SHARE PER UNIT | TOTAL CONTRACT | AGENCY PROGRAM SUBSIDY UNIT RATE | AGENCY CASH | AGENCY INKIND | AGENCY TOTAL | OTHER UNITS | AGY COST PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 51R | 63,419 | 161,390 | 3,500 | 164,890 | 2.60 | 631,153 | 0 | 631,153 | 9.95 | 796,043 | 12.55 | 0 | 0 | 0 | | 0.00 |
| REQUIREMENTS: FUNDS ARE AVAILABLE FOR SERVICES AS NEEDED AND AUTHORIZED -- NOT TO EXCEED THESE LIMITS | | | | | | | | | | | | | | | | |
| 58R | 1,615 | 4,200 | 0 | 4,200 | 2.60 | 0 | 0 | 0 | 0.00 | 4,200 | 2.60 | 0 | 0 | 0 | | 0.00 |
| REQUIREMENTS: FUNDS ARE AVAILABLE FOR SERVICES AS NEEDED AND AUTHORIZED -- NOT TO EXCEED THESE LIMITS | | | | | | | | | | | | | | | | |
| TOTAL | | 165,590 | 3,500 | 169,090 | | 631,153 | 0 | 631,153 | | 800,243 | | 0 | 0 | 0 | | |

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET

4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202

Tri-Met is self-insured for its comprehensive general liability exposures. We are subject to the Oregon Tort Claims Act which limits us to a maximum of $100,000 per individual and $500,000 in the aggregate per occurrence.

We are self-insured for Worker's Compensation as authorized by the State of Oregon.

If you need any additional information, please feel free to give me a call at my direct-dial number, 238-4886.

Sincerely,

Karen Frey
Risk Manager

KF/brt

MEETING DATE: AUG 1 3 1998

AGENDA NO: C-4

(Above space for Board Clerk's Use Only)

## *AGENDA PLACEMENT FORM*

*SUBJECT: Ratification of an annual Agreement with the* Portland Employment Program-Portland Community College.

*BOARD BRIEFING* *Date Requested:* _____

*Amount of Time Needed:* _____

*REGULAR BRIEFING* *Date Requested:* Next available date

*Amount of Time Needed:* Consent

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

*CONTACT:* Jo Storsberg *TELEPHONE:* 248-3691 x22231

*BLDG/ROOM:* B166/7th

*PERSON(S) MAKING PRESENTATION:* Lolenzo Poe/ Howard Klink

### ***ACTION REQUESTED:***

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

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

Ratification of the annual agreement between the Department of Community and Family Services' Division of Developmental Disabilities and the Portland Employment Project-Portland Community College for the period of July 1, 1998 through June 30, 1999. The Portland Employment Program will provide employment services for persons with developmental disabilities.

8/13/98 originals to Lou Olson

### ***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mcs

98 JUL 10 PM 5:51
MULTNOMAH COUNTY
OREGON

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

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

# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mus
Department of Community and Family Services

DATE: June 24, 1998

SUBJECT: FY 1998-99 Contract with Portland Employment Program

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Employment Program-Portland Community College, for the period July 1, 1998 through June 30, 1999.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Employment Services and Vocational Transportation Services for persons with developmental disabilities.

**III. Financial Impact:** Portland Employment Program-Portland Community College will receive an estimated amount of $294,666.36 (requirements) for the services. Funding is available via the State Mental Health Grant.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

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

**VIII. Other Government Participation:** N/A

\\CFSD-FS3\VOL2\ADMIN\CEU\CONTRACT.99\PEP.MEM

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 9910045

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

Amendment #: 0

| Class I | Class II | Class III |
|---|---|---|
| [ ] Professional Services not to exceed $50,00 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [X] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-4 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Developmental Disabilities | Date: | June 23, 1998 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4 |
| Contact: | Jo Storsberg | Phone: | 22231 | Bldg/Rm: | 166/7 |

Description of Contract: Integovernmental Agreement for Employment and Transportation Services for FY 98-99

RENEWAL: [X] PREVIOUS CONTRACT #(S):101148

FP/BID: ~~4P2281~~ N/A RFP/BID DATE:

EXEMPTION #/DATE: ~~EX24~~ N/A EXEMPTION EXPIRATION DATE: 6/00 ORS/AR #:

CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ ] N/A [ ] NONE *(Check all boxes that apply)*

Contractor: Portland Employment Program - Portland Community College

Address: 1201 SW 12 Suite 520
Portland, OR 97205-2046

Remittance Address *(If different)*:

Phone: 222-1121

Employer ID# or SS#: 93 0575187

Effective Date: July 1, 1998

Termination Date: June 30, 1999

Original Contract Amount $: Reqt's

Total Amt of Previous Amendments $:

Amount of Amendment $:

Total Amount of Agreement $: Reqt"s

Payment Schedule / Terms

[ ] Lump Sum $ [ ] Due on Receipt

[X] Monthly $ Allotment [ ] Net 30

[ ] Other $ [ ] Other

[X] Requirements $ See Attached

Encumber [ ] Yes [ ] No

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mas | DATE 7/9/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Gaetz | DATE 7/30/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE

DEPT REFERENCE 620491A

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | | See | | | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
6/24/98

Contractor : PORTLAND EMPLOYMENT PROGRAM

Vendor Code : 620491A

Fiscal Year : 98/99 Numeric Amendment : 00 Contract Number : 9910045

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | 156 | 010 | 1510 | D53X | 6060 | 9501X<br>93.778 | DD SMHD<br>DD Transportation | Requirements | | Requirement | $1,000.00 |
| 52 | 156 | 010 | 1510 | D54X | 6060 | 9501X<br>93.778 | DD SMHD<br>DD Employment & Alternative Service | Requirements | | Requirement | $294,666.36 |
| 53 | 156 | 010 | 1510 | D57V | 6060 | 9501X<br> | DD SMHD<br>DD Employment & Alternative/Startup | Requirements | | Requirement | $1,600.00 |
| TOTAL | | | | | | | | $0.00 | $0.00 | $0.00 | $297,266.36 |

**INTERGOVERNMENTAL AGREEMENT** #9910045

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

**Portland Employment Program - Portland Community College**
**1201 SW 12, Suite 520**
**Portland, OR 97205-2046**
**(503) 238-4879**

hereafter called CONTRACTOR.

THE PARTIES AGREE:

## 1. Services:

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates.* All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

| Service | Service Description (Procurement Authorization) |
|---|---|
| Developmental Disabilities Services | |
| Employment and Alternative Services | IGA Exempt |
| Vocational Transportation Services | IGA Exempt |

## 2. Program Outcomes:

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

| Program Office/Project Name | Outcome | Target # or % |
|---|---|---|
| | | |
| Employment Services | Individuals who choose to work will have maintained or improved wages during the contract period. | 80% |

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures. Data will be collected on a monthly basis.

## 3. Special Conditions:

See Developmental Disabilities Special Conditions #1.1.1 through #1.1.6, #4.1 through #4.2, #12.1 through #12.7, #28.1 through #28.2.8, incorporated herein by this reference.

## 4. Compensation:

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

The maximum payment under this Contract, including expenses, is **N/A**.

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

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

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

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

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

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

1) COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted

by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

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

c. **Payment Terms and Reports: Service Capacity**

1) Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

a) Increases or decreases in annual contract amounts;
b) Amounts of client services contributions, if applicable;
c) Under-utilization of contracted capacity.

2) Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual.* CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

3) For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

4) Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

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

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

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

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

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

termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

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

**5. Term:**

The CONTRACTOR'S services will begin on **July 1, 1998** and terminate when completed but no later than **June 30, 1999**.

**6. Contract Documents:**

This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BY Lorenzo Poe mw 7/9/98
Director, Dept of Community & Family Svcs Date

BY 8/13/98
Beverly Stein, Multnomah County Chair Date

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

By 7/30/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

PORTLAND EMPLOYMENT PROGRAM

BY _____ ____
Title Date

**MULTNOMAH COUNTY CONTRACT NO. 9910045**
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

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

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

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

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**.

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

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

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

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

11. **FINAL PAYMENT**.

All final requests for payment shall be received within twenty (20) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMIILY SERVICES DEPARTMENT

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

Contractor Name : PORTLAND EMPLOYMENT PROGRAM Vendor Code: 620491A
Contractor Address :
1201 SW 12 SUITE 520
PORTLAND OR 97205-2046
Telephone : 222-1121 Fiscal Year : 98/99 Federal ID # : 93-0575187

**Program Office Name : Vocational Services**

*Service Element Name : DD Transportation (D53X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Fee for Service | Reqt's | | | Reqt's |
| Total | | | | | Reqt's | | | Reqt's |

*Service Element Name : DD Employment & Alternative Service (D54X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Monthly Allotment | Serv. Capacity | | Per Client Sch | | Reqt's |
| Total | | | | | | | | Reqt's |

*Service Element Name : DD Employment & Alternative/Startup (D57V)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Cost Reimbursement | | | 1,600.00 | Reqt's |
| Total | | | | | | | | Reqt's |

MEETING DATE: AUG 1 3 1998

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Ratification of an annual Agreement with TRIMET for transportation services.**

*BOARD BRIEFING* *Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* _____

*REGULAR MEETING* *Date Requested:* Next available date

*Amount of Time Needed:* Consent

*DEPARTMENT:* **Community and Family Services** *DIVISION:* **Developmental Disabilites**

*CONTACT:* **Jo Storsberg** *TELEPHONE:* **248-3691 Ext. 22231**

*BLDG/ROOM:* **B166/7th**

*PERSON(S) MAKING PRESENTATION:* **Lolenzo Poe/Howard Klink**

***ACTION REQUESTED:***

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

***SUGGESTED** AGENDA TITLE*

Ratification of the annual agreement between the Department of Community and Family Services, Division of Developmental Disabilities Program and the Tri Met for the period of July 1, 1998 through June 30, 1999.

8/13/98 originals to Lou Olson

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mls

98 AUG -6 PM 3:20
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

***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
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: County Board of Commissioners

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

DATE: July 10, 1998

SUBJECT: FY 1998-99 Intergovernmental Agreement with TRI MET

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Tri-Met, for the period July 1, 1998 through June 30, 1999.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Transportation Services for persons with developmental disabilities. This service enables individuals go to employment, and other necessary activities.

**III. Financial Impact:** For fiscal year 97-98 Tri-Met agreed to pay $415,450 to the State to support the rate enhancement for rides for people with developmental disabilities. These funds qualified as local matching funds for use as match for Title XIX. Tri-Met received $587,438 for the services and funding available via the State Mental Health Grant. We estimate this figures be slightly higher for fiscal year 98-99.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

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

**VIII. Other Government Participation:** N/A

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 9910058

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

Amendment #: 0

| Class I | Class II | Class III |
|---|---|---|
| [ ] Professional Services not to exceed $50,00 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [X] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-5 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Developmental Disabilities | Date: | June 23, 1998 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4 |
| Contact: | Jo Storsberg | Phone: | 22231 | Bldg/Rm: | 166/7 |

Description of Contract: Intergovernmental Renewal for Transportation Services for FY 98-99

RENEWAL [X] PREVIOUS CONTRACT #(S): 101318

FP/BID: 4P2251 RFP/BID DATE:

EXEMPTION #/DATE: EX24 EXEMPTION EXPIRATION DATE: 6/00 ORS/AR #:

CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ ] N/A [ ] NONE *(Check all boxes that apply)*

Contractor: TriMet

Address: 4012 SE 17, Portland, OR 97202

Phone: 238-4879

Employer ID# or SS#: 93 0579353

Effective Date: July 1, 1998

Termination Date: June 30, 1999

Original Contract Amount $: Requirements

Total Amt of Previous Amendments $:

Amount of Amendment $:

Total Amount of Agreement $: Requirements

Remittance Address *(If different)*:

Payment Schedule / Terms

[ ] Lump Sum $ [ ] Due on Receipt

[ ] Monthly $ [ ] Net 30

[ ] Other $ [ ] Other

[x] Requirements

Encumber [ ] Yes [ ] No

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mms | DATE 7/10/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dant | DATE 7/31/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE

DEPT REFERENCE 621786

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | | See | | | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT



7/10/98

Contractor : TRI MET

Vendor Code : 621786

Fiscal Year : 98/99 Numeric Amendment : 00 Contract Number : 9910058

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | 156 | 010 | 1510 | D53X | 6060 | 9501X<br>93.778 | DD SMHD<br>DD Transportation | Requirements | | Requirement | $947,438.00 |
| TOTAL | | | | | | | | $0.00 | $0.00 | $0.00 | $947,438.00 |

# INTERGOVERNMENTAL AGREEMENT #9910058

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

**Tri Met**
**4012 SE 17**
**Portland, OR 97202**
**(503) 238-4879**

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide transportation services to and from home, to work and emergency situations as identified in Special Conditions #1.1, and #3.1 through 3.2.1.3 for individuals with developmental disabilities, herein incorporated by reference.

| Service | Service Description (Procurement Authorization) |
|---|---|
| Developmental Disabilities Services | |
| Vocational Transportation Services | IGA Exempt |

2. **Cultural Competence**

CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

1) Non-Discrimination and Affirmative Action
2) Accessibility to Services
3) Training
4) Culturally Appropriate and/or Specific Programs and Services
5) Community Outreach
6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines.

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

The maximum payment under this Contract, including expenses, is N/A.

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

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

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

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

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

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

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

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

3) All services must be pre-authorized by designated Developmental Disabilities Program staff to generate a payment.

4) CONTRACTOR agrees to include all trip slips with the billing invoice. Trip slips must include the name of the service recipient, the date of service, the address of the pick-up point, the address of the destination and the applicable charge per trip.

5) Please submit all invoices to:

Division of Developmental Disabilities
Attn. Transportation Coordinator
421 SW 6th, Suite 400
Portland, Oregon 97204

4. **TERM.** The CONTRACTOR'S services will begin on **July 1, 1998** and terminate when completed but no later than **June 30, 1999**.

5. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BY Lorenzo Poe mps 7/28/98
Director, Dept of Community & Family Svcs Date

BY Beverly Stein 8/13/98
Beverly Stein, Multnomah County Chair Date

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

By Katie Dunfee 7/31/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

TRI MET

BY _____ ____
Title Date

**MULTNOMAH COUNTY CONTRACT NO. 9910058**
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between Multnomah County, herein "COUNTY", and Tri Met, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

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

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**.

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

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

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

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

11. **FINAL PAYMENT**.

All final requests for payment shall be received within twenty (20) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMIILY SERVICES DEPARTMENT

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

Contractor Name : TRI MET Vendor Code: 621786
Contractor Address :
4012 SE 17
PORTLAND OR 97202
Telephone : 238-4879 Fiscal Year : 98/99 Federal ID # : 93-0579353

**Program Office Name : Vocational Services**

*Service Element Name : DD Transportation (D53X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/17/98 | 6/30/99 | Per Invoice | Fee for Service | Reqt's | Per Client Sch | | Reqt's |
| Total | | | | | Reqt's | | | Reqt's |

MEETING DATE: AUG 1 3 1998

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Renewal of Intergovernmental Expenditure Agreement with Oregon Commission for the Blind.**

*BOARD BRIEFING* *Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* Consent Item

*REGULAR MEETING* *Date Requested:* _____

*Amount of Time Needed:* _____

*DEPARTMENT:* **Community and Family Services** *DIVISION:* Developmental Disabilities

*CONTACT:* **Lolenzo Poe/ Howard Klink** *TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

*PERSON(S) MAKING PRESENTATION:* **Lolenzo Poe/**

***ACTION REQUESTED:***

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

***SUGGESTED AGENDA TITLE***

Oregon Commission for the Blind Renewal Agreement

8/13/98 originals to Lou Olson

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mb

98 JUL 30 PM 5:21

MULTNOMAH COUNTY OREGON

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

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

\\cfsd-fs3\vol2\admin\ceu\contract.99\ocdbagda.doc

# MULTNOMAH COUNTY OREGON

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

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

TO: County Board of Commissioners
Beverly Stein, Multnomah County Chair

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

DATE: July 10, 1998

SUBJECT: FY 1998-99 Intergovernmental Agreement with Oregon Commission for the Blind

**I. Recommendation/Action Requested:** The Department of Community and Family Service recommends County Chair approval of the attached contracts with Oregon Commission for the Blind for the period July 1, 1998 through June 30, 1999.

**II. Analysis:** The Department of Community and Family Services is contracting with providers of employment services to purchase employment services for people with developmental disabilities.

**III. Background:** Funds for these contracts are in the Department budget. Employment, transportation and residential rates are set by the Division of Developmental Disabilities. These services are purchased on a requirements basis. Funding for these services is via State Mental Health Grant.

**V. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

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

**VIII. Other Government Participation:** N/A

\\CFSD-FS3\VOL2\ADMIN\CEU\CONTRACT.99\OCBMEM.DOC

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 9910082

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

Amendment #: 0

| Class I | Class II | Class III |
|---|---|---|
| [ ] Professional Services not to exceed $50,00 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [X] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[X] Expenditure<br>[ ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-6 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Developmental Disabilities | Date: | June 23, 1998 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4 |
| Contact: | Jo Storsberg | Phone: | 22231 | Bldg/Rm: | 166/7 |

Description of Contract: Contract Renewal for Employment Services for FY 98-99

RENEWAL: [X] PREVIOUS CONTRACT #(S): 101198

FP/BID: 4P2251 RFP/BID DATE:

EXEMPTION #/DATE: EX24 EXEMPTION EXPIRATION DATE: 6/00 ORS/AR #:

CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ ] N/A [ ] NONE *(Check all boxes that apply)*

| | | | | | |
|---|---|---|---|---|---|
| Contractor | Oregon Commission for the Blind | | | | |
| Address | 535 SE 12th | Remittance Address | | | |
| | Portland, OR 97214 | *(If different)* | | | |
| Phone | 731-3221 | Payment Schedule / Terms | | | |
| Employer ID# or SS# | 93 6001718 | [ ] Lump Sum | $ | | [ ] Due on Receipt |
| Effective Date | July 1, 1998 | [X] Monthly | $ | Allotment | [ ] Net 30 |
| Termination Date | June 30, 1999 | [ ] Other | $ | | [ ] Other |
| Original Contract Amount $ | Reqt's | | | | |
| Total Amt of Previous Amendments $ | | [X] Requirements $ See Attached | | | |
| Amount of Amendment $ | | | | | |
| Total Amount of Agreement $ | Reqt"s | Encumber [ ] Yes [ ] No | | | |

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lafonzo Poe MCS | DATE 7/10/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dowd | DATE 7/30/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

| LGFS VENDOR CODE | | | | | | DEPT REFERENCE 740414A | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
| 01 | | | | | | See | | | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

S:\ADMIN\CEU\CONTRACT.99\OCBCAF.DOC

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT

7/9/98

Contractor : OREGON COMMISSION FOR THE BLIND

Vendor Code : 740414A

Fiscal Year : 98/99 Numeric Amendment : 00 Contract Number : 9910082

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | 156 | 010 | 1510 | D54X | 6060 | 9501X | DD SMHD | Requirements | | Requirement | $439,838.32 |
| | | | | | | 93.778 | DD Employment & Alternative Service | | | | |
| TOTAL | | | | | | | | $0.00 | $0.00 | $0.00 | $439,838.32 |

# MULTNOMAH COUNTY OREGON


BEVERLY STEIN
COUNTY CHAIR

| | | |
|---|---|---|
| EMPLOYEE SERVICES | (503) 248-5015 | (503) 248-5170 TDD |
| FINANCE | (503) 248-3312 | |
| LABOR RELATIONS | (503) 248-5135 | |
| PLANNING & BUDGET | (503) 248-3883 | |
| RISK MANAGEMENT | (503) 248-3797 | |
| PURCHASING, CONTRACTS & CENTRAL STORES | (503) 248-5111 | |

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

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


MEMORANDUM

TO: Lolenzo Poe, Director
Department of Community and Family Services

EX 24

FROM: Franna Hathaway, Manager
Purchasing Section

DATE: November 3, 1995

RE: Blanket Exemption: Vocational, Residential, and Transportation Services for People with Developmental Disabilities

I find that the attached five year blanket exemption request from the RFP process for vocational, residential, and transportation services for people with developmental disabilities meets the requirements of Administrative Procedure PUR-1, Section XI, A, 1, d.

I further approve the alternate selection process identified in the attached exemption request.

This exemption period shall be from July 1, 1995 through June 30, 2000.

c: Cilla Murray

# MULTNOMAH COUNTY OREGON

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

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

TO: Franna Hathaway, Purchasing Manager

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

DATE: October 24, 1995

SUBJECT: RFP Exemption Request: Application Process for Services for People with Developmental Disabiliies

**Request for Exemption**: This is to request a five year blanket exemption to the RFP process and approval of an alternative contractor selection process, for the period July 1, 1995 through June 30, 2000, for vocational, residential, and transportation services for people with developmental disabilities.

**Basis for Exemption**: This blanket exemption request sets up an alternative selection process using an open application in lieu of a Request for Programmatic Qualification (RFPQ). The Department requests approval of this application process, described below, instead of an RFPQ, for the following reasons:

1) **Rates are set by the State.** Services for people with developmental disabilities are purchased from providers under requirements contracts with the County. The State sets the individual client service rate; the provider agrees to accept that rate when it accepts a client into its program.

2) **Service providers are selected by clients.** Clients are given a choice of providers. County case managers provide information on availability of providers and assist in client placements, but it is the client who chooses the preferred provider.

3) **Providers must be licensed/certified by the State.** In order to be a qualified County provider of services for people with developmental disabilities, the provider must be certified by the State. They also must be administratively qualified under County procedures.

4) **There is an inadequate number of providers, and a competitive procurement process creates a hardship for the County and clients.** In the current environment, there are not enough providers of developmental disabilities services to meet the need and offer people with developmental disabilities a real choice in service. The Developmental Disabilities Program wants to encourage the qualification of new service providers, but a periodic competitive procurement process is counterproductive to this effort. Occasionally, the Developmental Disabilities Program needs to use a new provider without being able to wait for a competitive procurement. An open application, which allows for a qualifications review, can shorten the screening process and quicken the availability of services for clients.

**Background**: The Department of Community and Family Services runs a Request for Programmatic Qualifications for residential, vocational, and transportation services for people with developmental disabilities at least annually and preferably more often. This is very time-consuming for both providers and the County, while it does not meet the Developmental Disabilities Program's need for flexible contractor selection. Potential providers who miss the timing of the RFPQ may be kept from contracting with the County while the Program is hurting for additional contractors.

An alternative to the RFPQ is recommended. An open application would ask for objective information usually contained in the RFPQ, with a pass/fail screening. Since the rates are set by the State, and the provider must be licensed by the State, there is little additional information on which to base a score; providers are usually "in or out". County Purchasing will have an opportunity to review the proposed application and will be involved in appeals, if any.

Thank you for your assistance in this matter. Please forward questions to Cilla Murray, at 248-3691, extension 6296.

# EXHIBIT 1
## MULTNOMAH COUNTY SERVICES CONTRACT
## Contract No. 9910082
## STATEMENT OF WORK, COMPENSATION, PAYMENT and RENEWAL TERMS

## 1. Contractor shall perform the following work.

### A. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

| Service | Service Description (Procurement Authorization) |
|---|---|
| Developmental Disabilities Services | |
| Employment & Alternative Services | RFP 4P2251, ( D53X, D54X, D57V )exemption valid through 6/00. |

### B. Service Standards

1) CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

### C. Program Outcomes

1) CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this data to COUNTY at least quarterly, or as instructed by COUNTY.

1) See Developmental Disabilities Special Conditions #1.1, #2.1 through #2.2, #4.1 through #4.2, #6.1 through # 6.2, #9.1, #11.1, #12.1 through 12.6, #15, #26, #28.1 through #28.2, and Attachment A, incorporated herein.

2. **COMPENSATION**:

The maximum payment under this Contract, including expenses, is $ N/A

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

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

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

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

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

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

Please submit all invoices to:

Division of Developmental Disabilities
Attn. Employment Coordinator
421 SW 6th, Suite 400
Portland, Oregon 97204

3. **TERM**. The CONTRACTOR'S services will begin on July 1, 1998 and terminate when completed but no later than June 30, 1998.

4. **CONTRACT DOCUMENTS**. This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BY Lolenzo Poe Mgs 7/10/98
Director, Dept of Community & Family Svcs Date

BY 8/13/98
Beverly Stein, Multnomah County Chair Date

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

By 7/30/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

OREGON COMMISSION FOR THE BLIND

BY _____ ____
Title Date

**MULTNOMAH COUNTY CONTRACT NO. 9910082**
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between Multnomah County, herein "COUNTY", and Oregon Commission for the Blind, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against

them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**.

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

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

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

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

11. **FINAL PAYMENT**.

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMIILY SERVICES DEPARTMENT

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

Contractor Name : OREGON COMMISSION FOR THE BLIND Vendor Code: 740414A
Contractor Address :
535 SE 12TH
PORTLAND OR 97214
Telephone : 731-3221 Fiscal Year : 98/99 Federal ID # : 93-6001718

**Program Office Name : Vocational Services**

*Service Element Name : DD Employment & Alternative Service (D54X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Monthly Allotment | Case Rate | | Per Client Sch | | Reqt's |
| Total | | | | | | | | Reqt's |

MEETING DATE: AUG 13 1998

AGENDA NO: C-7

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Ratification of Division of Developmental Disabilities annual agreement City of Portland Parks and Recreation for services at the Senior Center**

*BOARD BRIEFING*

*Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* _____

*REGULAR MEETING*

*Date Requested:* Next available date

*Amount of Time Needed:* Consent

*DEPARTMENT:* **Community and Family Services**

*DIVISION:* Developmental Disabilites

*CONTACT:* **Lolenzo Poe/**

*TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

*PERSON(S) MAKING PRESENTATION:* **Lolenzo Poe/**

***ACTION REQUESTED:***

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

***SUGGESTED** AGENDA TITLE*

**Ratification of Division of Disabilities annual agreement City of Portland Parks and Recreation for services at the Senior Center**

8/13/98 originals to Lou Olson

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mus

98 AUG -6 PM 3:21
MULTNOMAH COUNTY OREGON
BOARD OF COMMISSIONERS

***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
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mus
Department of Community and Family Services

DATE: June 26, 1998

SUBJECT: FY 1998-99 Contract with City of Portland Parks & Recreation

I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends approval of the attached contract with the City of Portland Parks and Recreation for the period of July 1, 1998 through June 30, 1999.

II. **Analysis:**. The Department of Community and Family Services is contracting with this provider to provide funding for Employment Services to individuals with developmental disabilities for the Developmental Disabilities Division.

III. **Financial Impact:** The funds for this services are via State Mental Health. Services are approved by Division staff.

IV. **Legal Issues:** None

V. **Controversial Issues:** None

VI. **Link to Current County Policies:** The contract supports the County's effort to maintain and enhance the quality of life and independence for citizens of Multnomah County.

VII. **Citizen Participation:** None

VIII. **Other Government Participation:** N/A

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 9910087

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

Amendment #: 0

| Class I | Class II | Class III |
|---|---|---|
| [ ] Professional Services not to exceed $50,00 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [X] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[X] Expenditure<br>[ ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-7 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Developmental Disabilities | Date: | June 23, 1998 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4 |
| Contact: | Jo Storsberg | Phone: | 22231 | Bldg/Rm: | 166/7 |

Description of Contract: Contract Renewal for Developmental Disabilities Senior Services for FY 98/99

RENEWAL [X] PREVIOUS CONTRACT #(S): 100688

FP/BID: RFP/BID DATE:

EXEMPTION #/DATE: exempt as a gov't agency EXEMPTION EXPIRATION DATE: ORS/AR #: 10.010 1.a

CONTRACTOR IS [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ ] N/A [ ] NONE *(Check all boxes that apply)*

Contractor: City of Portland Parks & Recreation Senior Center DD Program

Address: 1120 SW 5 Room 1250, Portland , OR 97204

Remittance Address *(If different)*:

Phone: 916-2912

Employer ID# or SS#: 93 6002236

Effective Date: July 1, 1998

Termination Date: June 30, 1999

Original Contract Amount $: Reqt's

Total Amt of Previous Amendments $:

Amount of Amendment $:

Total Amount of Agreement $: Reqt"s

Payment Schedule / Terms

[ ] Lump Sum $ [ ] Due on Receipt

[X] Monthly $ Allotment [ ] Net 30

[ ] Other $ [ ] Other

[X] Requirements $ See Attached

Encumber [ ] Yes [ ] No

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mes | DATE 7/10/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dair | DATE 7/31/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE

DEPT REFERENCE 628611

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | | See | | | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
7/8/98

Contractor : CITY OF PORTLAND PARKS AND RECREATION

Vendor Code : 628611

Fiscal Year : 98/99 Numeric Amendment : 00 Contract Number : 9910087

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 52 | 156 | 010 | 1510 | D54X | 6060 | 9501X<br>93.778 | DD SMHD<br>DD Employment & Alternative Service | Requirements | | Requirement | $58,477.12 |
| 53 | 156 | 010 | 1520 | D56R | 6060 | 9501X | DD SMHD<br>DD Residential Subsidy | Requirements | | Requirement | $5,000.00 |
| TOTAL | | | | | | | | $0.00 | $0.00 | $0.00 | $63,477.12 |

## INTERGOVERNMENTAL AGREEMENT

#9910087

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

**City of Portland Parks & Recreation Senior Center**
**531 SE 14th Ave.**
**Portland, OR 97214**
**(503) 916-5840**

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

| Service | Service Description (Procurement Authorization) |
|---|---|
| Developmental Disabilities Services | |
| Vocational-Employment and Alternative Services | Exempt as a Government Agency (AR 10.010 1.a) |

2 **SPECIAL CONDITIONS**

A. See Developmental Disabilities Special Conditions #2.1 through #2.2.6 , incorporated herein by this reference.

3. **Cultural Competence**

CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

1) Non-Discrimination and Affirmative Action
2) Accessibility to Services
3) Training
4) Culturally Appropriate and/or Specific Programs and Services
5) Community Outreach
6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and

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

The maximum payment under this Contract, including expenses, is N/A.

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

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

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

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

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

E **Payment Terms and Reports: Cost Reimbursement**

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

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

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to

process payment requests within ten working days of receipt of billing.

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

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

COUNTY shall reimburse CONTRACTOR for project expenditures in accordance with the approved project budget upon receipt of a monthly report which details the dates and types of services provided for each family during the previous month and financial reports described in Part B. These reports must be mailed prior to the 20th of the month to:

Developmental Disabilities Program
Attn. Donald Acker
421 SW Sixth Avenue, Suite 400
Portland, Oregon 97204

3. **TERM.** The CONTRACTOR'S services will begin on **July 1, 1998** and terminate when completed but no later than **June 30, 1999**.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BY Lolenzo Poe mus 7/28/98
Director, Dept of Community & Family Svcs Date

BY Beverly Stein 8/13/98
Beverly Stein, Multnomah County Chair Date

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

By Katie Dunn 7/31/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

CITY OF PORTLAND PARKS & RCREATION
SENIOR CENTER

BY _____ ____
Title Date

## MULTNOMAH COUNTY CONTRACT NO. 9910087
## CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and City of Portland Parks and Recreation, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

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

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**.

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

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

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

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

11. **FINAL PAYMENT**.

All final requests for payment shall be received within twenty (20) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMIILY SERVICES DEPARTMENT

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

Contractor Name : CITY OF PORTLAND PARKS AND RECREATION Vendor Code: 628611
Contractor Address : SENIOR CENTER DD PROGRAM
1120 SW 5 ROOM 1250
PORTLAND OR 97204

Telephone : 916-2912 Fiscal Year : 98/99 Federal ID # : 93-6002236

**Program Office Name : Vocational Services**

*Service Element Name : DD Employment & Alternative Service (D54X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Monthly Allotment | Case Rate | | per client sche | | Reqt's |
| Total | | | | | | | | Reqt's |

*Service Element Name : DD Residential Subsidy (D56R)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Monthly Allotment | Case Rate | | per client sche | | Reqt's |
| Total | | | | | | | | Reqt's |

MEETING DATE: AUG 13 1998

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

***AGENDA PLACEMENT FORM***

*SUBJECT:* Intergovernmental Expenditure Agreement with Portland Public Schools purchasing: a) alternative school services, b) child health development screening, c) child care, d) Touchstone on school sight services, and e) summer camps. Contract amount is $653,932.

*BOARD BRIEFING*

*Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* _____

*REGULAR MEETING*

*Date Requested:* Next available

*Amount of Time Needed:* Consent agenda n/a

*DEPARTMENT:* **Community and Family Services** *DIVISION:* Community Programs and Partnerships

*CONTACT:* **Lolenzo Poe/Mary Li** *TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

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

***ACTION REQUESTED:***

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

***SUGGESTED AGENDA TITLE***

***Intergovernmental Expenditure agreement with Portland Public Schools***

8/13/98 originals to Lou Olson

98 JUL 30 PM 5:34
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo T. Poe Jr.

***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
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mm
Department of Community and Family Services

DATE: June 17, 1998

SUBJECT: FY 1998/99 Contract with Portland Public Schools

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board approval of the attached contract with Portland Public schools for the period July 1, 1998 through June 30, 1999.

**II. Background/Analysis:** The Department of Community and Family Services is contacting with Portland Publis Schools to purchase: a) Touchstone services in elementary schools, b) health and developmental screening for young children (SKIP Program), c) TLC/TNT summer camps, d) alternative school services located at St. Scott Learning Center and e) child care.

**III. Financial Impact:** This contract is for $653,932.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** Services provided under this contract directly address the County Benchmarks: a) Percentage of children living above poverty, b) Percentage of students completing high school or an equivalent program, and c) Crimes against people per 1,000 population (juveniles and adults).

**VII. Citizen Participation:** Services provided under this contract originally were funded through the Multnomah Commission on Children and Families. The Commission consists of private citizens who were actively involved in determining service needs and funding levels.

**IX. Other Government Participation:** Multnomah County and Portland Public Schools collaborate in the provision of the Touchstone services.



AN EQUAL OPPORTUNITY EMPLOYER

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 9910270

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

Amendment #: 0

| Class I | Class II | Class III |
|---|---|---|
| [ ] Professional Services not to exceed $50,00 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [x] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[x] Expenditure<br>[ ] Re<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-8 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Community Programs and Partnerships | Date: | June 17, 1998 |
| Originator: | Cilla Murray | Phone: | x 28403 | Bldg/Rm: | 166/5 |
| Contact: | Patty Doyle | Phone: | x 24418 | Bldg/Rm: | 166/7 |

Description of Contract: This contract purchases: a) Alternative School services at Mt. Scott Learning Center, b) Health/Development screening services (SKIP), c) TLC/TNT summer camp, d) Touchstone Program on-sight school case management and e) child care.

| | | | |
|---|---|---|---|
| RENEWAL [X] | PREVIOUS CONTRACT #(S): | 101488 | |
| FP/BID: | | RFP/BID DATE: | |
| EXEMPTION #/DATE: | | EXEMPTION EXPIRATION DATE: | ORS/AR #: |

CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESB [ ] QRF [X] N/A [ ] NONE *(Check all boxes that apply)*

| | | | | | |
|---|---|---|---|---|---|
| Contractor | Portland Public Schools | | | | |
| Address | 501 N. Dixon | Remittance Address | | | |
| | Portland, OR 97227-1871 | *(If different)* | | | |
| Phone | (503) 249-2000 | Payment Schedule / Terms | | | |
| Employer ID# or SS# | 93-6000830 | [ ] Lump Sum | $ | [ ] Due on Receipt | |
| Effective Date | July 1, 1998 | [X] Monthly | $ Invoice | [ ] Net 30 | |
| Termination Date | June 30, 1999 | [ ] Other | $ | [ ] Other | |
| Original Contract Amount $ | 653,932 | | | | |
| Total Amt of Previous Amendments $ | -0- | [ ] Requirements $ | | | |
| Amount of Amendment $ | -0- | | | | |
| Total Amount of Agreement $ | 514,468 | Encumber [ ] Yes [ ] No | | | |

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mus | DATE 7/2/98 |
| Purchasing Manager | | DATE |
| County Counsel | Kathi Dart | DATE 7/30/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

| LGFS VENDOR CODE | | | | | | DEPT REFERENCE GV5555A | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
| 01 | | | | | | | | See | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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COMMUNITY AND FAMILY SERVICES DEPARTMENT



CONTRACT APPROVAL FORM SUPPLEMENT

6/24/98

Contractor : PORTLAND PUBLIC SCHOOLS

Vendor Code : GV5555A

Fiscal Year : 98/99 Numeric Amendment : 00 Contract Number : 9910270

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 05 | 156 | 010 | 1162 | Y01X | 6060 | 9999L | County General Fund<br>CYF Alternative Schools | $54,106.00 | | $54,106.00 | |
| 02 | 156 | 010 | 1163 | Y03H | 6060 | 9999L | County General Fund<br>CYF Health/Development Screening | $34,574.00 | | $34,574.00 | |
| 07 | 156 | 010 | 1162 | Y03X | 6060 | 9303S | CYFP-Great Start<br>CYF Child Care | $10,041.00 | | $10,041.00 | |
| 06 | 156 | 010 | 1162 | Y03X | 6060 | 9999L | County General Fund<br>CYF Child Care | $129,423.00 | | $129,423.00 | |
| 01 | 156 | 010 | 1161 | Y70T | 6060 | 9999L | County General Fund<br>CYF Touchstone | $415,927.00 | | $415,927.00 | |
| 04 | 156 | 010 | 1162 | Y95X | 6060 | 9999L | County General Fund<br>CYF Summer Camps | $9,861.00 | | $9,861.00 | |
| TOTAL | | | | | | | | $653,932.00 | $0.00 | $653,932.00 | $0.00 |

## INTERGOVERNMENTAL AGREEMENT #9910270

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

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

hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

a. Health Development Screening (SKIP Program),
b. Alternative School Services , Mt. Scott Learning Center,
c. Youth Summer Camp (TLC/TNT),
d. Child care services, and
e. Touchstone, School on-site case management. Eight FTE case managers will deliver services to identified caseload using the family unity model. They will network and link with community partners to enhance resources.

2. **OUTCOMES**:

| Community Programs and Partnerships | Outcome | Target # or % (Source) |
|---|---|---|
| Touchstone | • % of youth service by Touchstome who remain in school. | %TBD (Narrative Report) |
| SKIP Program | • Children will receive free health and developmental screening and assessments. | 350 Children (Narrative Report) |
| Summer Camps | • % of participants with 100% camp attendance<br>• % of participants involved in at least one TLC/TNT activity | 80% (Narrative Report)<br>65% (Narrative Report) |
| Mt. Scott Alternative School | • % of collective attendance rate for students who remain in school at least two months<br>**Students who remain at least two months will:**<br>• Transition to a mainstream school or another alternative school<br>• Advance one grade level and be attending school the next year<br>• Enroll and attend a high school program | 75% (INFOS)<br><br>75% (INFOS)<br>75% (INFOS)<br>75% (INFOS) |

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

The maximum payment under this Contract, including expenses, is **$653,932**.

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

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

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

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

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

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

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

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

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

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

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

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

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

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

4. **REPORTING**: The CONTRACTOR shall provide a report on outcomes by the 20th day following the end of the fiscal year.

5. **TERM**: The CONTRACTOR'S services will begin on **July 1, 1998** and terminate when completed but no later than **June 30, 1999**.

6. **CONTRACT DOCUMENTS**: This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BY Lolenzo Poe mo 7/2/98
Director, Dept of Community & Family Svcs Date

BY Beverly Stein 8/13/98
Beverly Stein, Multnomah County Chair Date

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

By Katie Dalziel 7/30/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

PORTLAND PUBLIC SCHOOLS

BY _____ ____
Title Date

93-6000830
Contractor Id #

## MULTNOMAH COUNTY CONTRACT NO. 9910274
## CONDITIONS OF INTERGOVERNMENTAL CONTRACT

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

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

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

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION**.

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

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

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

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

11. **FINAL PAYMENT**.

All final requests for payment shall be received within twenty (20) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

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

Contractor Name : PORTLAND PUBLIC SCHOOLS Vendor Code: GV5555A
Contractor Address : RESEARCH & EVALUATION DEPT.
PO BOX 3107
PORTLAND OR 97208-3107
Telephone : 249-2000 Fiscal Year : 98/99 Federal ID # : 93-6000830

## Program Office Name : Touchstone

*Service Element Name : CYF Touchstone (Y70T); Touchstone*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Cost Reimbursement | | | | $415,927.00 |
| Total | | | | | | | | $415,927.00 |

## Program Office Name : Prevention

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

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Cost Reimbursement | | | | $54,106.00 |
| Total | | | | | | | | $54,106.00 |

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

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Fee for Service | 8.50 | Child Care | 1,184.29 | $10,041.00 |
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Fee for Service | 109.25 | Child Care | 1,184.29 | $129,423.00 |
| Total | | | | | 117.75 | | | $139,464.00 |

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

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Fee for Service | 6.00 | Wk Long Camp | 1,643.50 | $9,861.00 |
| Total | | | | | 6.00 | | | $9,861.00 |

## Program Office Name : Early Childhood Care & Education

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

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 7/1/98 | 6/30/99 | Per Invoice | Fee for Service | 8.00 | Screen Session | 4,321.75 | $34,574.00 |
| Total | | | | | 8.00 | | | $34,574.00 |

MEETING DATE: AUG 13 1998

AGENDA NO: C-9

(Above Space for Board Clerk's Use Only)

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## *AGENDA PLACEMENT FORM*

SUBJECT: IGA #700159 between the Department of Juvenile and Adult Community Justice and Portland Community College.

BOARD BRIEFING — *DATE REQUESTED:* _____

*REQUESTED BY:* _____

*AMOUNT OF TIME NEEDED:* _____

*REGULAR MEETING:* — *DATE REQUESTED:* 8/13/98

*AMOUNT OF TIME REQUESTED:* 3 minutes

*DEPARTMENT:* Juvenile and Adult Community Justice *DIVISION:* Adult Justice

*CONTACT:* Jerry Martin *TELEPHONE #:* x22222

*BLDG/ROOM#:* 311

*PERSON(S) MAKING PRESENTATION:* Consent Calendar

*ACTION REQUESTED:*

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

*SUGGESTED AGENDA TITLE:*

*Renewal of Intergovernmental Agreement #700159 between the Department of Juvenile and Adult Community Justice and Portland Community College to provide educational instruction support services for GED/ABE to adult clients under the supervision of the Department.*

8/13/98 ORIGINALS to JERRY MARTIN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: EClawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

G:\DATA\CONTRACT\BAPF.DOC

98 AUG -5 AM 11:50

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

# MULTNOMAH COUNTY OREGON

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

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

**MEMORANDUM**

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice

DATE: July 28, 1998

SUBJECT: Approval of an Intergovernmental Agreement# 700159 between the Department of Juvenile and Adult Community Justice and Portland Community College

## I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile and Adult Community Justice recommends the Board's approval of this renewal Intergovernmental Agreement (IGA) between the Department of Juvenile and Adult Community Justice (DJACJ) and Portland Community College (PCC). Through this IGA, PCC will continue to provide instructional support for the Department's Donald H. Londer Center for learning. The Agreement period runs from July 1, 1998 through June 30, 1999.

## II. BACKGROUND/ANALYSIS:

DJACJ has operated the Londer Learning Center since 1993, providing Adult Basic Education and General Equivalency Diploma (ABE/GED) instruction and testing for adult offenders on parole or probation. Approximately 420 clients are served annually, logging more than 11,011 instructional hours at the Learning Center.

Since the opening of the Center in 1993, PCC has provided Instructional Support Technicians who assist offender-clients in accessing instructional programs, learning to use specific software and hardware, registering for classes, completing assignments, following instructor directions, and becoming oriented to the classrooms and laboratories.

## III. FINANCIAL IMPACT:

The State has allocated $77,688 in pass-through payments to Portland Community College to cover the cost of this IGA. This sum has been identified and adopted in the Learning Center's FY-98/99 budget.

**IV. LEGAL ISSUES:**
N/A

**V. CONTROVERSIAL ISSUES:**
N/A

**VI. LINK TO CURRENT COUNTY POLICIES:**
This Agreement supports the County's benchmarks of increasing school completion with life skills equivalency and reducing crime by providing educational instruction support for adult offenders requiring General Equivalency Diploma and Adult Basic Education services resulting in enhanced employability for adult offender clients.

**VII. CITIZEN PARTICIPATION:**
The Londer Learning Center utilizes community volunteer tutors, as well as tutors from the Alternative Community Service program.

**VIII. OTHER GOVERNMENTAL PARTICIPATION:**
DJACJ works very closely with PCC to ensure program effectiveness.

**IX. RETROACTIVE STATUS:**
This IGA is retroactive to July 1, 1998. This retroactive status is due to time constraints experienced by both PCC and DJACJ.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 700159

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

| CLASS I | CLASS II | CLASS III |
|---|---|---|
| ☐ Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount) | ☒ Intergovernmental Agreement (IGA) that exceeds $50,000 |
| ☐ Revenue not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ PCRB Contract | ☒ Expenditure |
| ☐ Intergovernmental Agreement (IGA) not to exceed $50,000 | ☐ Maintenance Agreement | ☐ Revenue |
| ☐ Expenditure | ☐ Licensing Agreement | **APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS** |
| ☐ Revenue | ☐ Construction | **AGENDA #** C-9 **DATE** 8/13/98 |
| ☐ Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | ☐ Grant | DEB BOGSTAD |
| | ☐ Revenue that exceeds $50,000 or awarded by RFP or Exemption (regardless of amount) | **BOARD CLERK** |

Department: Juvenile and Adult and Community Justice  Division: Adult Community Justice  Date: July 29, 1998

Originator: Ruth Crossen  Phone: 306-5556  Bldg/Rm: 162/LLC

Contact: Jerry Martin  Phone: 22222  Bldg/Rm: 311

Description of Contract: This IGA with Portland Community College provides corrections-oriented GED/ABE instruction support services to the Londer Learning Center.

RENEWAL: ☒  PREVIOUS CONTRACT #(S): 900086

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: Portland Community College

Address: P.O. Box 19000, Portland, OR 97219-0990

Remittance address *(If different)*: _____

Phone: 788-6220 (Joe Ponce)

Employer ID# or SS#: _____

Effective Date: July 1, 1998

Termination Date: June 30, 1999

Original Contract Amount $: 77,688.00

Total Amt of Previous Amendments $: _____

Amount of Amendment $: _____

Total Amount of Agreement $: 77,688.00

Payment Schedule / Terms

☐ Lump Sum $ _____  ☐ Due on Receipt

☐ Monthly $ _____  ☐ Net 30

☐ Other $ _____  ☐ Other

☐ Requirements Not to Exceed $ _____

Encumber ☐ Yes ☐ No

REQUIRED SIGNATURES:

| | | |
|---|---|---|
| Department Manager | E Clawsen/MS | DATE 7-31-98 |
| Purchasing Manager *(Class II Contracts Only)* | | DATE |
| County Counsel | | DATE 8/5/98 |
| County Chair | | DATE August 13, 1998 |
| Sheriff | | DATE |
| Contract Administration *(Class I, Class II Contracts only)* | | DATE |

| LGFS VENDOR CODE | | | | | | DEPT REFERENCE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
| 01 MS | 156 | 022 | 2334 | | | 6110 | | | | $77,688 | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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

**MULTNOMAH COUNTY SERVICES CONTRACT**
**CONTRACT NUMBER 700159**

This Contract is between MULTNOMAH COUNTY, Department of Juvenile and Adult Community Justice (County) and Portland Community College (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1998. Unless earlier terminated as provided below, the termination date shall be June 30, 1999 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Exhibits 1, 2, and 3

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## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

5. **Early Termination.** This Contract may be terminated as follows:

   a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:

a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.

7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies.

9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.

a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county,

school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. **ORS 279.312**

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. **ORS 279.314**

c. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. **ORS 279.316, ORS 279.334 (8).**

d. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this Contract are subject employers that will comply with ORS 656.017. **ORS 279.320**

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if

any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.

12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

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

16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, individually and in combination, correctly process, sequence, and calculate all

date and date-related data for all dates prior to, through and after January 1, 2000. Any software products delivered under this Contract that process date or date- related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

20. **No Religious Content.** Materials disseminated in any of the programs or services funded under this Contract shall not contain any religious content. The language of this section is not intended to abridge a client's individual right to exercise freedom of religion or speech.

21. **Confidentiality.** Contractor shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

22. **Change of Staffing.** Contractor shall submit written notification to County of any change in staffing which directly impacts services delivered under the terms of this contract within 30 days of such a change. This notification will include relevant details of the change [e.g., which position, name of new staff, status (interim or permanent)], plans for replacement if a vacancy is created, or the plan for restructuring the service delivery if there are no plans to fill the vacancy.

## CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

State Tax ID # : _____ Citizenship: Nonresident alien ____ Yes ____No

Business Designation (check one): _____ Sole Proprietorship ____ Partnership
_____ Corporation ____ Government

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

**I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.**

_____ _____
Signature Title

_____ _____
Name (please print) Date

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

---

## MULTNOMAH COUNTY SIGNATURE

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

Beverly Stein August 13, 1998
County Chair or Designee Date

---

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

**Department and County Counsel Approval and Review**

Approved:
E Clawson/MB 7-31-98
Department Manager or Designee Date

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By: _____ 8/5/98
Assistant County Counsel Date

7 – Portland Community College
Contract# 700159

EXHIBIT 1
MULTNOMAH COUNTY SERVICES CONTRACT

STATEMENT OF WORK, COMPENSATION
PAYMENT AND RENEWAL TERMS

## SECTION I: SCOPE OF SERVICES

The Contractor shall provide to the County (Department of Juvenile and Adult Community Justice) the following corrections-oriented educational instruction support services:

### A. TARGET POPULATION

The target population is adult clients under the supervision of the Department of Juvenile and Adult Community Justice (DJACJ) who require educational instruction support in obtaining General Equivalency Diploma (GED) or Adult Basic Education (ABE) services.

### B. RECITATION

1. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.

2. The County desires to maintain a GED/ABE instructional program for adults supervised by DJACJ.

3. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and to that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

### C. SCOPE OF SERVICES

Contractor shall comply with the following service provisions and procedures in the operation of Contractor's corrections-oriented educational instruction support services:

1. Portland Community College shall perform as follows:
   a. Provide Instructional Support Technicians to the Department of Juvenile and Adult Community Justice as requested.
   b. Provide other approved instructional support staff, as necessary.
   c. The County reserves the right to perform a criminal records check on potential instructional support staff.

2. The County shall perform as follows:
   a. Provide basic instructional materials necessary for GED/ABE instruction.
   b. Provide to Portland Community College reports necessary to maintain adequate time and employee records.
   c. Provide on-site supervision of instructional support staff and shall participate in performance appraisals.

### D. ADMINISTRATIVE PROVISIONS

1. It is understood and agreed that any and all instructional support technicians and paid tutors are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.

2. 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 which would conflict with law are deemed inoperative to that extent.

## SECTION II: COMPENSATION

### A. MAXIMUM PAYMENT

The maximum payment under this Contract, including expenses, is $77,688.00.

### B. PAYMENT BASIS

Contractor will be paid on a fee-for-service basis as follows:

1. Contractor will be paid $17.62 per hour to cover salary and benefit costs for instructional support technicians.

2. Contractor will be paid $37 per credit hour to cover tuition costs for DJACJ GED graduates who enroll at Portland Community College.

### C. CONTRACTOR BILLING

1. Contractor will submit a monthly invoice for the previous month's services using a format approved by DJACJ Contract Unit staff.

2. Services will be rendered in such a manner that services will be available for the entire contract period.

3. Accurate invoices for fully executed contracts will be processed by County within 15 days of receipt if all supporting documents have been received by DJACJ staff.

### D. PAYMENT EXPENSES:

This section is non-applicable for there are no additional expenses for which the Contractor may bill that have not been previously referenced above.

## SECTION III RENEWAL

This is the fourth renewal to the Intergovernmental Agreement (IGA). This IGA may be renewed on an annual basis without limit provided contract performance is satisfactory, funding continues to be available, and the services continue to meet DJACJ needs.
(Remainder of page intentionally left blank)

# EXHIBIT 2
## MULTNOMAH COUNTY SERVICES CONTRACT
## Contract Number 700159
## INSURANCE REQUIREMENTS

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

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

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

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

☐ Required by County ☒ Not required by County

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

☒ Required by County ☐ Not required by County

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

☐ Required by County ☒ Not required by County

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

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

Completed by: Jerry Martin
Contract Originator

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

# EXHIBIT 3
## MULTNOMAH COUNTY SERVICES CONTRACT
## Contract Number 700159
## CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A or B below:**

### A. CONTRACTOR IS A CORPORATION

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

_____

Signature Title Date

### B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.

**Contractor certifies that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**

2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**

3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**

4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

____ C. My business telephone listing is separate from my personal residence telephone listing.

____ D. I perform labor or services only under written contracts.

____ E. Each year I perform labor or services for at least two different persons or entities.

____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

_____ _____

Contractor Signature Date

*Portland Community College*

# COMMERCIAL GENERAL LIABILITY

| COMPANY | POLICY NUMBER | POLICY TERM |
|---|---|---|
| OSBA Property & Casualty Trust<br>United States Fidelity & Guaranty | 30027876000S | 07/01/98-99 |

**LIMITS:**

| | |
|---|---|
| $ 1,000,000 | Combined Bodily Injury and Property Damage or Wrongful Act - each occurrence |
| $ 5,000,000 | Aggregate |
| $ 50,000 | Pollution Legal - **Claims Made Coverage** Each Loss/Annual Aggregate, Bodily Injury, Property Damage or Clean up costs |

**COVERAGE:**

Comprehensive Form
Premises/Operations
Products/Completed Operations
Blanket Contractual
Owners and Contractors Protective
Personal Injury Liability
Nonowned Watercraft up to 26 feet
Limited Worldwide Products
Employees, Board Members, & Volunteers as Additional Insureds
Teachers Liability
Host Liquor Liability
Incidental Medical Malpractice
Wrongful Acts Including Prior Acts
Student Professional Liability

**SELF-INSURED RETENTION:** $ 100,000

**Deductible:**

| | |
|---|---|
| $ 25,000 | Wrongful Acts (E&O) |
| $ 1,000 | Per Pollution Incident |



This Insurance Summary provides a brief description of the insurance policies to help you identify the main highlights of the coverage. In the event of any discrepancy between the synopsis and the policies, the terms and conditions of the policies shall apply.

**PROFESSIONAL SERVICES AGREEMENT**
**for**
**WORKERS' COMPENSATION PROGRAM**

This AGREEMENT is made and entered into this 5th day of May, 1998, by and between Johnston & Culberson, 3500 Two Union Square, 601 Union Street, Seattle, Washington 98101 ("Contractor" herein) and Portland Community College, 12000 S.W. 49th Avenue, Portland, Oregon 97219 ("College" herein).

In consideration of the mutual covenants and provisions set forth herein, Contractor and College agree as follows:

## ARTICLE 1. PURPOSE OF AGREEMENT

1.1 The purpose of this AGREEMENT is to clarify the relationship between the College and the Contractor. The Contractor shall provide Third Party Administrator Services: Workers' Compensation Program for the Human Resources Department and/or Third Party Administrator Services: Liability and Casualty Claims for the Procurement & Risk Services Department. In consideration for said services, the College shall pay the Contractor such monies and in such manner as herein described.

## ARTICLE 2. WHOLE AGREEMENT

2.1 The Request for Proposals Document, any Addenda issued, and the proposal response accepted, all of which are bound herewith and by this reference incorporated herein and all modifications incorporated in the documents before their execution are hereby made a part of this agreement and together comprise the contract documents.

## ARTICLE 3. WRITTEN NOTICE

3.1 Any notice of change, termination or other communication having a material effect on this AGREEMENT shall be served in one or more of the following manners:

a. In-person delivery to an authorized officer, employee, agent or other representative of the contracting parties.

b. Deposited in the U.S. mails under certified or registered handling, postage prepaid, posted to the address(es) given in this document.

## ARTICLE 4. GOVERNING LAW/VENUE

4.1 This AGREEMENT shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this AGREEMENT shall be in the Circuit Court of Multnomah County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

4.2 All rights and remedies of the College shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the College according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

## ARTICLE 5. OREGON REVISED STATUTES

5.1 All requirements of the Oregon Revised Statutes Nos. 279.310 through 279.430, Public Contracting, as applicable, are incorporated herein by reference.

## ARTICLE 6. JUDICIAL RULINGS

6.1 If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable the same shall in no way affect any other provision of this AGREEMENT or the validity or enforceability of this AGREEMENT.

## ARTICLE 7. INDEPENDENT CONTRACTOR

7.1 The Contractor shall be an "independent contractor." All persons employed to furnish services thereunder are employees of the Contractor and not of the College. Further, the College shall not be liable for any of the Contractor's acts or omissions performed under this or other agreements to which Contractor is party.

## ARTICLE 8. INDEMNIFICATION AND INSURANCE

8.1 Contractor shall save harmless and indemnify the College, its officers, employees and agents for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney(s) fees arising out of or resulting from performance of or failure to perform the obligation of this AGREEMENT.

8.2 The Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents. All such insurance shall name Portland Community College, its officers, employees and agents, as an ADDITIONAL INSURED, and shall be for a minimum of $200,000.00 per person, $500,000.00 per occurrence, and $50,000.00 property damage. A copy of the policy or Certificate of Insurance acceptable to the College shall be filed with the College prior to the effective date of this agreement. The policy or certificate shall provide for thirty (30) days' notice of cancellation or material change.

Certification to the College is required for each of the following policies:

A. Comprehensive general liability insurance covering personal injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract;

B. Automobile liability insurance;

C. Professional liability insurance covering any personal injury or property damage caused by error, omission, or any negligent act;

8.3 The Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. The Contractor shall provide the College with certification of workers' compensation insurance, with employer's liability in the minimum of $100,000.00.

## ARTICLE 9. NONDISCRIMINATION

9.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the College.

## ARTICLE 10. FUNDING

10.1 In the event the Board of Directors of Portland Community College reduces, changes, eliminates, or otherwise modifies the funding for the project identified herein, Contractor agrees to abide by any such decision including termination of service.

## ARTICLE 11. NONASSIGNMENT

11.1 No portion of any interest in this AGREEMENT may be assigned to a third party without the express and prior written approval of the College.

## ARTICLE 12. USE OF COLLEGE FACILITIES

12.1 Contractor and its employees or agents shall have the right to use only those facilities of the College that are necessary to perform services under this AGREEMENT and shall have no right of access to any other facilities of the College without the prior approval of the College.

## ARTICLE 13. SIGNATORIES

13.1 If this AGREEMENT is signed by more than one representative of the Contractor, the obligations of each so signing shall be joint and several.

## ARTICLE 14. TERMINATION OF AGREEMENT

14.1 This AGREEMENT may be terminated under the following conditions:

A. By written mutual agreement of both parties. Termination under this provision may be immediate.

B. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.

If this AGREEMENT is terminated by either party, the College agrees to pay to the Contractor all costs and expenses associated with services provided to the effective date of termination. Monies due and payable will be calculated based on actual costs and the schedule set forth in Article 20.

Not withstanding any termination thereunder, all requirements of this AGREEMENT shall remain in full force and effect through the date of termination.

## ARTICLE 15. STANDARD OF SERVICES

15.1 Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by the College and that the Contractor will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.

15.2 Contractor warrants that the recommendations, guidance and performance of any person assigned under this AGREEMENT shall be in accordance with sound technical practice and professional standards and the requirements of this AGREEMENT.

## ARTICLE 16. TERM OF AGREEMENT

16.1 This AGREEMENT shall remain in full force and effect as written from date of execution through December 31, 2001. At the College's option the initial agreement may be extended for an additional two (2) year period through December 31, 2003.

16.2 The total term of the contract, including extensions, shall not exceed five (5) years.

16.3 The contract may be terminated at any time by either party subject to a thirty (30) day written notice of such termination on the other.

## ARTICLE 17. SURVIVAL

17.1 The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

## ARTICLE 18. DUTIES AND RESPONSIBILITIES OF THE FIRM

18.1 Service Obligations

A. Contractor agrees to pay, on behalf of the College, all sums which the College shall become legally obligated to pay as compensation or other benefits under the Workers' Compensation law of the State of Oregon. In providing such service, Contractor shall:

1. Pay all costs charged against the College in any such claim, including legal defense costs and all interest accruing after judgment.

B. With regard to claims adjusting duties, responsibilities, and expectations, Contractor agrees to:

1. The following claims processing standards:

a. Time loss payments will begin within fourteen (14) days of first lost work day or date of employer knowledge.

b. "Priority mail," including but not limited to closing medicals and return to work releases, will be acted on by Contractor within three (3) days of receipt.

c. Medical and prescription reimbursement to employees will be paid within fourteen (14) days of receipt by Contractor.

d. Investigation will be requested within three (3) days of recognition of need by Contractor or the request of the College.

e. The goal for completion of an investigation will be seven (7) to fourteen (14) days from date of request.

f. Cases will be submitted for closure or a notice of closure will be issued within ten (10) days of receipt of the closing medical report or evidence.

g. Current medical information will be in the file on all cases on at least a thirty (30) day basis, absent circumstances beyond Contractor's control.

h. The claim file will be established within three (3) days of receiving written notification of the claim by the College.

i. Claimants with disabling injuries will be contacted within twenty-four (24) hours of the injury unless it is inappropriate to do so. Written notification of the assigned claims administrator will be provided to claimants.

j. All medical only claims will be closed by twelve (12) months from the date of the injury. A case by case report will be provided of any exceptions to this standard.

k. The Employer Loss Control Specialist will be informed of any change of $5,000 or more in an individual claims reserve.

l. Every ninety (90) days, a Claims Supervisor will review all open claims older than six (6) months with reserves in excess of $5,000.

m. Full documentation will be in the claim files in chronological order including statements, medical reports, status reports, check copies, explanations of strategy, supervisor comments and direction, and audit verification.

n. Claims will be tracked by location department codes within the College.

o. Statements from claimants should be hand written or recorded and not solicited by form letter.

p. Routing consideration will be given of subrogation and Second Injury fund relief.

q. All claim denials and settlements must be approved by the College.

18.2 The following standards with regard to written correspondence:

A. The College may wish to require the Contractor to provide copies of some of the following documents:

1. Medical reports, chart notes, independent medical examinations as requested.

2. Correspondence on the College's behalf and correspondence with state regulatory or appeals agencies.

3. Time loss verifications: i.e., medical reports, correspondence, affidavits, vocational reports, progress reports, etc., as requested.

4. Correspondence or medical reports discussing permanent partial or permanent total disability awards.

5. Correspondence with physicians, attorneys and rehabilitation consultants.

6. Field claim investigation reports.

7. Claim denial letters.

8. Reserve evaluation worksheets for each major reserve change (change of $10,000 or more).

9. Copies of benefit payments.

10. Copies of state audit results for the College.

B. Copies of significant written correspondence to the claimant, medical provider, or the state regulatory agency are to be issued to the College.

18.3 The following standards with regard to telephone communications:

A. Contractor will contact the College:

1. Regularly to review pertinent open claims and discuss any developments and case action plans.

2. At such time as a decision must be made whether to accept or deny a claim.

3. Before the initial time-loss check is sent out and periodically thereafter to confirm return to work status.

4. To discuss the need for an independent medical examination and the physician being considered for the assignment. Another contact will be made upon receipt of independent medical examination report to discuss the results of the examination and future actions.

5. If a vocational rehabilitation referral is contemplated to discuss the particular vocational consultant being considered.

6. When the need for defense counsel is anticipated to discuss the appropriate lawyer or firm.

7. To obtain approval of surveillance or subrosa investigation.

8. Upon receipt of medical documentation sufficient to close time loss claims.

18.4 The following additional responsibilities:

A. The Senior Claims Examiner will be available to meet with College Management regularly, to discuss open claims and other related issues.

B. The College Loss Control Specialist or their assigned representative has the right to review all claims being handled by the Contractor for the College.

C. The College has the right to conduct annual claims auditing. Contractor will fully cooperate with College sponsored claims auditing. The College will provide sufficient notice of the audit so as not to cause undue disruption to Contractor operations. The College will be charged time and expenses incurred by Contractor associated with the audit at a rate of * $0.00 * per hour.

18.5 Contractor agrees to:

A. Provide Loss Reports with respect to claims paid.

B. Contractor shall accumulate and store, until such time as this Agreement may be terminated, files associated with the administration of claims as described under the terms of this Agreement. Any and all such files shall be the property of and shall be returned to the College for storage and handling upon termination of this Agreement or upon request of the College.

C. Contractor shall provide the College with a monthly statement which will show paid claims. A statement showing the amount owed to the Contractor by the College for administrative expenses shall be provided within the first ninety (90) days of the Contract term.

D. Contractor shall submit and file with the Workers' Compensation Division-Department of Insurance and Finance all reports, forms and information required by law. Further, Contractor shall send an informational letter to the College's injured workers at the outset of each claim which details the status of the claim and the benefits to be expected by the claimant.

## ARTICLE 19. FEES

19.1 The Contractor agrees to provide professional administration services for Portland Community College as herein specified and in the manner herein specified. The College shall have no liability for taxes, insurance or other expenses associated with the performance of the Contractor's duties thereunder. Said fees are as follows: (See Addendum A)

## ARTICLE 20. METHOD OF PAYMENT

20.1 The fee, Article 19, shall be paid by the College to the Contractor within thirty (30) days after receipt of approved invoice.

## ARTICLE 21. PUBLICITY

21.1 Contractor shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the College except on prior specific written authorization from College management.

## ARTICLE 22. SUBCONTRACTING

22.1 The Contractor shall not employ other contractors without prior written approval of the College, nor shall the duties of the Contractor under the contract be delegated without prior written approval of the College. Unless otherwise expressly agreed by the College, the Contractor shall remain responsible for the quality and timeliness of performance notwithstanding any delegation.

22.2 The Contractor will assume full responsibility for administering and managing all its subcontractor(s). All College communications concerning any subcontractor will be directed through the Contractor's resident general manager.

22.3 Every subcontractor shall be bound by the items and provisions of the contract documents as far as applicable to his work. Nothing contained herein shall create any contractual relation between any subcontractor and the College. Contractor shall be fully responsible to the College for the acts and omissions of his subcontractor(s).

## ARTICLE 23. AFFIRMATIVE ACTION PROGRAM

23.1 During the performance of this AGREEMENT the Contractor is required to follow the policy of the College's Affirmative Action Program which is to promote the objectives of the Equal Employment Opportunity Commission's guidelines as set forth in the Equal Employment Opportunity Act of 1972, Oregon State laws, legal mandates, and Presidential Executive Order 11246 of September 24, 1965. The goal of this program is to insure equal employment opportunities for all persons without regard to race, color, age, creed, national origin, religion, sex or physical requirements not constituting a bona fide occupational qualification. It shall be the Contractor's responsibility to obtain the specific requirements of this program and implement them accordingly or be subject to contract termination and suspension from future College contracts.

## ARTICLE 24. CHANGES

24.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly.

## ARTICLE 25. COLLEGE PRIORITIES

25.1 The Contractor shall comply promptly with any requests by the College relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

## ARTICLE 26. OWNERSHIP AND USE OF DOCUMENTS

26.1 All documents, reports, working papers or other material submitted to the College from the Firm shall become the sole and exclusive property of the College, in the public domain, and not the property of the Firm. The Firm shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the College as a result of this AGREEMENT.

26.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be considered as publication in derogation of the Contractor's rights.

## ARTICLE 27. ASSISTANCE AND COOPERATION

27.1 The College shall cooperate with the Contractor and upon Contractor request, shall attend hearings and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of all suits or proceedings.

## ARTICLE 28. SETTLEMENT AUTHORITY

28.1 Except in those controverted cases where the College has retained counsel, and subject to final approval of settlement by the College, Contractor shall have authority to investigate, negotiate, adjust and settle claims subject to the Workers' Compensation laws of the State of Oregon. No claim shall be settled without prior authority from and approval of the College.

## ARTICLE 29. CONFIDENTIALITY

29.1 Contractor will recognize the need for confidentiality as to the College's claims data and other information provided to the Contractor by the College. Absent specific approval from the College, Contractor shall release only such information and records as are required by applicable statute and administrative rule. Contractor will take all reasonable steps to ensure confidentiality of claims data and other records or information.

## ARTICLE 30. SIGNATURE PAGE

30.1 The Contractor and the College hereby agree to all provisions of this AGREEMENT.

Signed this 5th day of May, 1998.

| FOR THE CONTRACTOR: | FOR THE COLLEGE: |
|---|---|
| Signature | Signature |
| Fred R. Culbertson | Roger J. Caldwell |
| Name (Printed) | Name (Printed) |
| Executive Vice President | Manager, Procurement & Risk Svs. |
| Title Johnston & Culbertson Inc. | Title |
| 601 Union St. Suite 3500 | Mailing Address |
| Address | |
| Seattle, WA 98101 | P. O. Box 19000 |
| City, State, Zip | Portland, OR 97280-0990 |
| 206-622-2141 | |
| Phone Number | |
| (Seal) | (Seal) |

MEETING DATE: AUG 1 3 1998

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

**(Above Space for Board Clerk's Use ONLY)**

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## AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

### ACTION REQUESTED:

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

### SUGGESTED AGENDA TITLE:

Request approval of Deed to ROBERT HAHN & SHAROLYN MCCALLUM contract purchaser for completion of Contract #15727 **(Property repurchased by former Owners at auction).**

Deed D991560 and Board Order attached.

8/14/98 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

98 AUG -6 PM 4:03

MULTNOMAH COUNTY OREGON

COUNTY COMMISSIONERS

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: kt Lloyd E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-107

Execution of Deed D991560 Upon Complete Performance of a Contract 15727 with ROBERT HAHN and SHAROLYN MCCALLUM

The Multnomah County Board of Commissioners Finds:

a) On May 13, 1993, Multnomah County entered into a contract 15727, Book 2694 Page 241 with ROBERT HAHN and SHAROLYN MCCALLUM, for the sale of the real property hereinafter described

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

The Multnomah County Board of Comissioners Orders:

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

   AS DESCRIBED ON ATTACHED EXHIBIT A

   Approved this 13th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

EXHIBIT A

(99211-7410)

THAT PART OF THE FOLLOWING LYING IN SECTION 11:

A tract of land situated in the Southeast one-quarter of Section 11 and the Northeast one-quarter of Section 14, Township 1 South, Range 2 East of the Willamette Meridian, in the County fo Multnomah and State of Oregon, more particulary described as follows:

Beginning at the Northeast corner of said Section 14; thence South 0° 48' 01" West along the East line thereof, a distance of 320.00 feet to a five-eighths inch diameter iron rod; thence North 89° 11' 59" West a distance of 179.01 feet to a five-eighths inch diameter iron rod; thence North 0° 48' 01" East, parallel with said East line of Section 14, a distance of 9.75 feet to a five-eighths inch diameter iron rod at a point of tangent curvature; thence Northwesterly along the arc of a 290.00 foot radius curve to the left, through a central angle of 20° 03' 15", an arc distance of 101.50 feet (the chord bear North 9° 13' 36" West, 100.99 feet) to a five-eighths inch diameter iron road at a point of tangency; thence North 19° 15' 14" West, a distance of 112.06 feet to a point of tangent curvature; thence Northeasterly, along the arc of a 20.00 foot radius curve to the right, through a central angle of 70° 32' 43", an arc distance of 24.62 feet (the chord bears North 16° 01' 06" East, 23.10 feet) to a five-eighths inch diameter iron rod at a point of reverse curvature on the Southerly right-of-way line of S.E. Holgate Boulevard; thence NOrtheasterly, along said Southerly right-of-way line the following courses and distances:

Northeasterly along the arc of 185.00 foot radius curve to the left, through a central angle 17° 26' 29, an arc distance of 56.31 feet (the chord bears North 42° 34' 14" East, 56.10 feet) to a five-eighths inch diameter iron rod at a point of tangency; thence North 35° 31' 06 East, a distance of 69.82 feet to a five-eighths inch diameter iron rod at a point of tangent curvature; thence Northeasterly, along the arc of a 130.00 foot radius curve to the right, through a central angle of 52° 00' 00", an arc distance of 117.53 feet (the chord bears North 59° 40' 00" East, 113.23 feet) to a five-eighths inch diameter iron rod at a point of tangency; thence North 85° 29" 00" East, a distance of 56.51 feet to a point in the East line of the said Southeast one-quarter; thence South 0° 34' 15" West, along said East line, a distance of 80.90 feet to the point of beginning.

DEED D991560

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROBERT HAHN and SHAROLYN MCCALLUM, 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 $5,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES 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:

ROBERT HAHN
SHAROLYN MCCALLUM
4106 NE 10TH AVE
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 13th day of August, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

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

By _____

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

EXHIBIT A

(99211-7410)

THAT PART OF THE FOLLOWING LYING IN SECTION 11:

A tract of land situated in the Southeast one-quarter of Section 11 and the Northeast one-quarter of Section 14, Township 1 South, Range 2 East of the Willamette Meridian, in the County fo Multnomah and State of Oregon, more particulary described as follows:

Beginning at the Northeast corner of said Section 14; thence South 0° 48' 01" West along the East line thereof, a distance of 320.00 feet to a five-eighths inch diameter iron rod; thence North 89° 11' 59" West a distance of 179.01 feet to a five-eighths inch diameter iron rod; thence North 0° 48' 01" East, parallel with said East line of Section 14, a distance of 9.75 feet to a five-eighths inch diameter iron rod at a point of tangent curvature; thence Northwesterly along the arc of a 290.00 foot radius curve to the left, through a central angle of 20° 03' 15", an arc distance of 101.50 feet (the chord bear North 9° 13' 36" West, 100.99 feet) to a five-eighths inch diameter iron road at a point of tangency; thence North 19° 15' 14" West, a distance of 112.06 feet to a point of tangent curvature; thence Northeasterly, along the arc of a 20.00 foot radius curve to the right, through a central angle of 70° 32' 43", an arc distance of 24.62 feet (the chord bears North 16° 01' 06" East, 23.10 feet) to a five-eighths inch diameter iron rod at a point of reverse curvature on the Southerly right-of-way line of S.E. Holgate Boulevard; thence NOrtheasterly, along said Southerly right-of-way line the following courses and distances:

Northeasterly along the arc of 185.00 foot radius curve to the left, through a central angle 17° 26' 29, an arc distance of 56.31 feet (the chord bears North 42° 34' 14" East, 56.10 feet) to a five-eighths inch diameter iron rod at a point of tangency; thence North 35° 31' 06 East, a distance of 69.82 feet to a five-eighths inch diameter iron rod at a point of tangent curvature; thence Northeasterly, along the arc of a 130.00 foot radius curve to the right, through a central angle of 52° 00' 00", an arc distance of 117.53 feet (the chord bears North 59° 40' 00" East, 113.23 feet) to a five-eighths inch diameter iron rod at a point of tangency; thence North 85° 29" 00" East, a distance of 56.51 feet to a point in the East line of the said Southeast one-quarter; thence South 0° 34' 15" West, along said East line, a distance of 80.90 feet to the point of beginning.

STATE OF OREGON )
) ss
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 13th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: June 27, 2001

MEETING DATE: AUG 13 1998

AGENDA NO: C-11

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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## AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, ANYA TANEKA GRICE, for completion of Contract #15460 **(Property purchased at private sale).**

Deed D991561 and Board Order attached.

8/14/98 ORIGINAL DEED & Copies OF All TO TAX TITLE

98 AUG -6 PM 1:03
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: kt Lau E.K Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-108

Authorizing the Execution of Deed D991561 Upon Complete Performance of a Contract with ANYA TANEKA GRICE

The Multnomah County Board of Commissioners Finds:

a) On October 10, 1989, Multnomah County entered into a contract with ANYA TANEKA GRICE for the sale of the real property hereinafter described property

b) The above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

The Multnomah County Board of Commissioners Finds:

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

   LOT 3, BLOCK 27, VERNON, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

   Approved this 13th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

DEED D991561

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

LOT 3, BLOCK 27, VERNON, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

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

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES 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:

ANYA TANEKA GRICE
1712 NE SUMNER ST
PORTLAND, OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 13th day of August, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

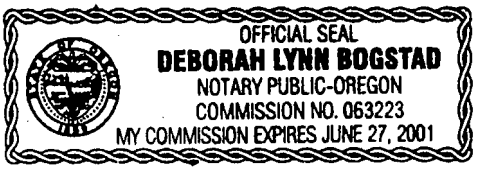
DEED APPROVED:
Kathleen A. Tuneberg, Director
Tax Collections/Records Management

By _____

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

STATE OF OREGON )
) ss
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 13th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.




Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: June 27, 2001

MEETING DATE: AUG 1 3 1998

AGENDA NO: C-12

ESTIMATED START TIME: 9:30

**(Above Space for Board Clerk's Use ONLY)**

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## AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Private Sale

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

REGULAR MEETING: Date Requested: July 30, 1998

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590 ext. 22331
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Representative from Hansen's Office

### ACTION REQUESTED:

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

Request approval of a private sale of tax foreclosed property under ORS 275.225 to CURTIS KEITH KIMBALL and KENDALL KIMBALL.

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~~ Water Bureau from the City of Portland and the pending sale is to be advertised as provided by ORS 275.225.

The price at sale is $1,696.27.

Attached documents: Staff Report, Board Order, Deed D991555, and Notice of Sale.

8/14/98 ORIGINAL DEED & COPIES OF All to TAX title

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: /s/ Lon E. Nicholas

98 AUG -3 AM 11:55
MULTNOMAH COUNTY OREGON
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

2/97

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Pat Frahler/Gary Thomas

TODAY'S DATE: July 9, 1998

REQUESTED PLACEMENT DATE: August 6, 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 October 18, 1991, through foreclosure for non-payment of property taxes. This property was made available to Government Agencies and Non-Profit Housing Developers of Multnomah County during fiscal year 1993-94, in accordance with Ordinance 895. There were no requests for this property. The Private Sale parcel is a strip property in Multnomah County (See area map of property, page 3).

## 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 "A").

## 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 97/98 value is $1,000 and as indicated in memo (see exhibit "B") property is unbuildable.

## VI. Link to Current County Policies:

This property has been through all the process provided for in Ordinance 895.

## 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 A**

PROPOSED PROPERTY LISTED FOR PRIVATE SALE FISCAL YEAR 1997-98

| | |
|---|---|
| LEGAL DESCRIPTION: | E 20' OF LT 7, BLK 4, KNOTT ST ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon |
| ADJACENT PROPERTY ADDRESS: | 2532 NE 27th Ave |
| TAX ACCOUNT NUMBER: | R-45880-0970 |
| GREENSPACE DESIGNATION: | No Greenspace Designation was assigned to this property. |
| SIZE OF PARCEL: | 780 (20 X 39) |

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:

| | |
|---|---|
| MARKET VALUE: | $1,000.00 |
| OLD TAXES & INTEREST: | $ 559.55 |
| TAX TITLE MAINTENANCE COST: | $ 63.72 |
| ADVERTISING COST: | $ 40.00 |
| RECORDING DEED FEE: (Deeding to Purchaser) | $ 33.00 |
| CITY OF PORTLAND LIENS: | $ 0.00 |
| **TOTAL PRICE OF PRIVATE SALE:** | **$1,696.27** |

EXHIBIT "B"

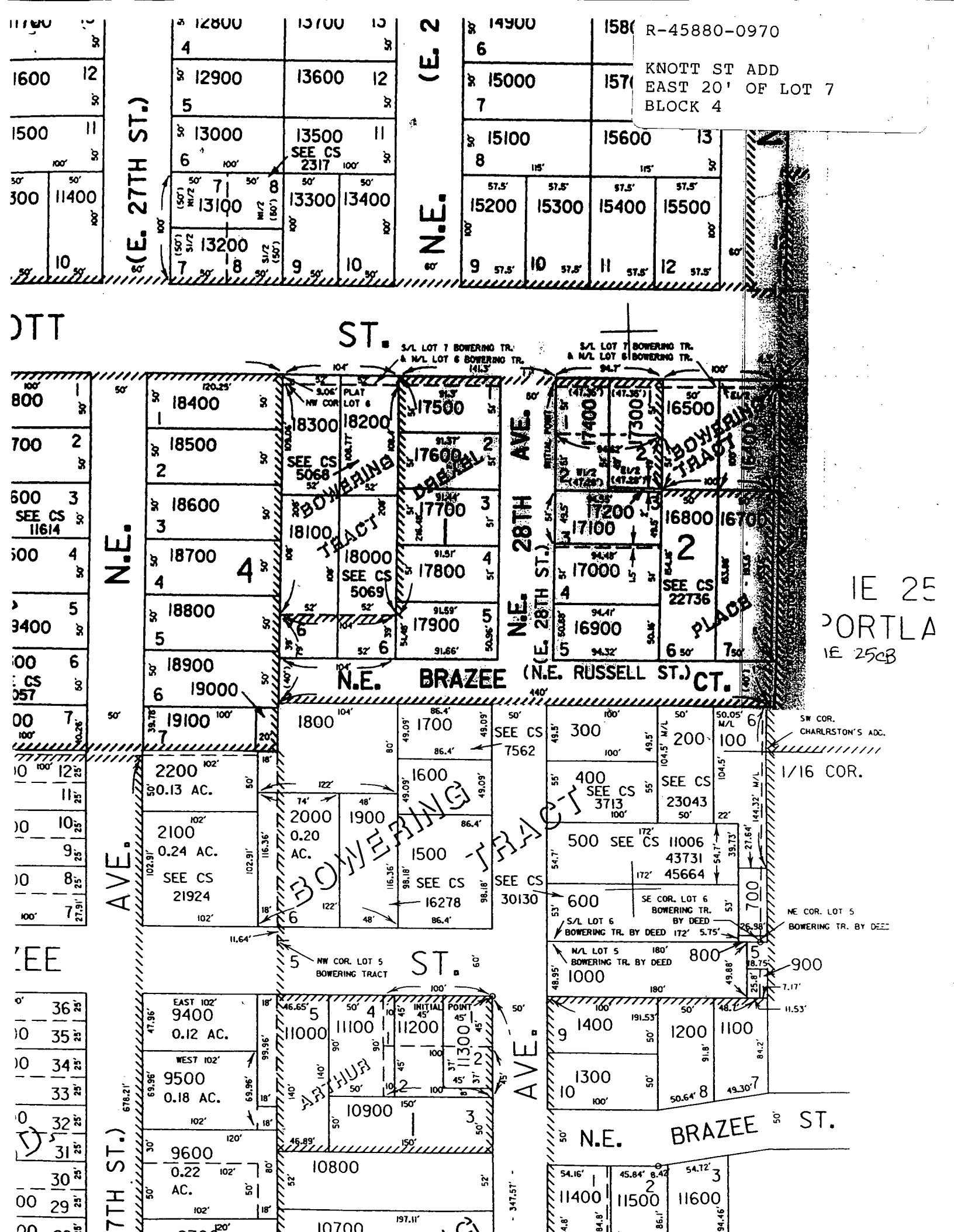
# *File Memo*

Date: March 30, 1998

From: Gary Thomas

Sub: Determination if site is buildable, R45880-0970.

Lisa Dibert for the City of Portland, Planning and Zoning called concerning whether or not subject property is buildable. Zoning in neighborhood is R5. The parcel does not meet the requirements under the current zoning to allow any construction on it according to Lisa.


R-45880-0970
KNOTT ST ADD
EAST 20' OF LOT 7
BLOCK 4
(E. 27TH ST.)
N.E.
(E. 2
ST.
N.E. 28TH AVE.
(E. 28TH ST.)
BOWERING TRACT
DRESSEL
PLACE
N.E. BRAZEE
(N.E. RUSSELL ST.)
CT.
S/L LOT 7 BOWERING TR. & N/L LOT 6 BOWERING TR.
141.5'
94.7'
PLAT LOT 6
NW COR
SEE CS 5068
SEE CS 5069
SEE CS 11614
SEE CS 22736
SEE CS 7562
SEE CS 3713
SEE CS 23043
SEE CS 21924
SEE CS 16278
SEE CS 30130
SEE CS 11006 43731 45664
0.13 AC.
0.20 AC.
0.24 AC.
0.12 AC.
0.18 AC.
0.22 AC.
SW COR. CHARLRSTON'S ADC.
1/16 COR.
SE COR. LOT 6 BOWERING TR. BY DEED
S/L LOT 6 BOWERING TR. BY DEED 172' 5.75'
NE COR. LOT 5 BOWERING TR. BY DEED
N/L LOT 5 BOWERING TR. BY DEED
NW COR. LOT 5 BOWERING TRACT
INITIAL POINT
ARTHUR
N.E. BRAZEE ST.
IE 25
PORTLA
IE 25CB

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

ORDER NO. 98-109

Authorizing Private Sale of Certain Tax Foreclosed Property to CURTIS KEITH KIMBALL and KENDALL KIMBALL, 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 $1,000 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) (see exhibit "B")

d) CURTIS KEITH KIMBALL and KENDALL KIMBALL have agreed to pay $1,696.27 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225

e) CURTIS KEITH KIMBALL and KENDALL KIMBALL 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 $1,696.27, the Chair of the Multnomah County Board of County Commissioners is hereby authorized to execute a deed conveying to CURTIS KEITH KIMBALL and KENDALL KIMBALL the following real property situated in the County of Multnomah, State of Oregon:

   E 20' OF LT 7, BLK 4, KNOTT ST ADD a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Approved this 13th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Counsel

EXHIBIT "B"

# *File Memo*

Date: March 30, 1998

From: Gary Thomas

Sub: Determination if site is buildable, R45880-0970.

Lisa Dibert for the City of Portland, Planning and Zoning called concerning whether or not subject property is buildable. Zoning in neighborhood is R5. The parcel does not meet the requirements under the current zoning to allow any construction on it according to Lisa.

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:

E 20' OF LT 7, BLK 4, KNOTT ST ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

A parcel of non-buildable land in the proximity LANDLOCK VACANT LOT E OF 2532 NE 27TH AVE, Multnomah County, Oregon. Assessed Value $1,000.

Deed D991555

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CURTIS KEITH KIMBALL and KENDALL KIMBALL, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

E 20' OF LT 7, BLK 4, KNOTT ST ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is $1,696.27.

**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:

CURTIS KEITH KIMBALL
KENDALL KIMBALL
2532 NE 27TH
PORTLAND OR 97212

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 13th day of August, 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, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

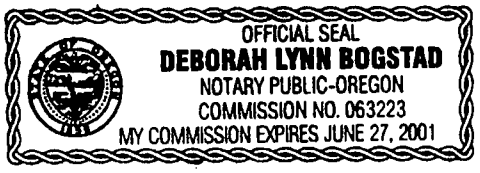
DEED APPROVED:
Kathy Tuneberg, Director
Tax Collection/Records Management

By _____

AFTER RECORDING RETURN TO 166/300/TAX TITLE

STATE OF OREGON )
) ss
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 13th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.




Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/01

MEETING DATE: AUG 13 1998

AGENDA NO: UC-1

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Increase in the revenue agreement with the State Mental Health Division to fund participation in the National Youth Substance Abuse Prevention Initiative.**

*BOARD BRIEFING*

*Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* _____

*REGULAR MEETING*

*Date Requested:* August 13, 1998

*Amount of Time Needed:* 10 minutes

*DEPARTMENT:* **Community and Family Services**

*CONTACT:* **Lolenzo Poe/Lynn Hingson**

*DIVISION:* **Behavioral Health**

*TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

*PERSON(S) MAKING PRESENTATION:* **Lynn Hingson and Carol Stone**

***ACTION REQUESTED:***

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

***SUGGESTED** AGENDA TITLE*

**Approval Of The Amendment To The Intergovernmental Agreement With The State Mental Health Division For State Incentive Cooperative Agreement (SICA) Funds.**

8/13/98 originals to Lou Olson

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo T Poe/sle

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
98 AUG 10 PM 2:53

***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: Lolenzo Poe, Director
Department of Community and Family Services

DATE: August 10, 1998

SUBJECT: FY 1998-99 Amendment to Intergovernmental Revenue Agreement with State Mental Health Division

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends County Commissioner approval of the attached amendment to the intergovernmental revenue agreement with the State Mental Health Division, for the period August 15, 1998 through June 30, 1999.

**II. Background/Analysis:** Oregon is one of five states selected to receive funding through a three-year State Incentive Cooperative Agreement (SICA) from the federal Center for Substance Abuse Prevention as part of the National Youth Substance Abuse Prevention Initiative. These funds will be administered through the Office of Alcohol and Drug Abuse Programs (OADAP). The Regional Drug Initiative (RDI) will serve as a conduit and review body.

**III. Fiscal Impact:** Multnomah County is invited to request $50,000 and is requesting an additional $60,299 because of the size and complexity of the County. Total funding is $110,299. Funding will be available for a total of three years.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to current County Policies:** Prevention programs will focus on benchmarks, science-based prevention practices, and outcomes. Collaborative planning efforts will involve Caring Communities and the Community Building Initiative.

**VII. Citizen Participation:** Collaborative planning will include advisory groups, neighborhood associations, other citizen groups, and existing prevention programs. Youth will be engaged in the planning process as well.

**VIII. Other Governmental Participation:** Regional Drug Initiative (RDI) has broad governmental participation (cities, State, and federal) . Public school districts, and Oregon Health Science University will participation in the planning process.

f:\admin\ceu\contract.99\smhdmm2.doc

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: **101618**

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

Amendment #: **2**

| Class I | Class II | Class III |
|---|---|---|
| [] Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [ X] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[ ] Expenditure<br>[X ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** UC-1 **DATE** 8/13/98<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Behavioral Health | Date: | August 10, 1998 |
| Originator: | Lynn Hingson | Phone: | X 26370 | Bldg/Rm: | 166/6 |
| Contact: | Jo Storsberg | Phone: | X 22231 | Bldg/Rm: | 166/7 |

Description of Contract: **This amending increases funding from the State Mental Health Division for National Youth Substance Abuse Prevention Initiative services.**

RENEWAL: [ ] PREVIOUS CONTRACT #(S):

RFP/BID: N/A Revenue IGA 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 | **State Mental Health Division** | | |
| Address | **2575 Bittern St. NE** | Remittance Address | |
| | **Salem, OR 97310-0520** | *(If different)* | |
| Phone | **(503) 945-9499 FAX 373-7951** | Payment Schedule / Terms | |
| Employer ID# or SS# | **N/A** | [ ] Lump Sum $ | [ ] Due on Receipt |
| Effective Date | **August 15, 1998** | [ ] Monthly $ | [ ] Net 30 |
| Termination Date | **June 30, 1999** | [ ] Other $ | [ ] Other |
| Original Contract Amount $ | **124,386,733** | | |
| Total Amt of Previous Amendments $ | **-0-** | [ ] Requirements $ | |
| Amount of Amendment $ | **110,299** | | |
| Total Amount of Agreement $ | **124,497,032** | Encumber [ ] Yes [ ] No | |

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | L Daeyse | DATE 8/10/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dart | DATE 8/10/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE **GV7856** DEPT REFERENCE

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | 156 | 010 | 1611 | | | 2605 | | 9101X | | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

Oregon's High-Risk Juvenile Crime Prevention Partnership/State Incentive Cooperative Agreement
Intergovernmental Memorandum of Agreement

This agreement entered on AUGUST 15, 1998 by and between the State of Oregon ("State"), acting by and through the Office of the Governor, ("Governor"), and Multnomah County, a local unit of government of the State of Oregon or federally recognized tribal government.

The Oregon Office of Alcohol and Drug Abuse Programs ("OADAP") acting on behalf of the Office of the Governor, will administer the State Incentive Cooperative Agreement (SIG) grant portion of Oregon's High-Risk Juvenile Crime Prevention Partnership described below.

Oregon has received a three-year State Incentive Cooperative Agreement from the federal Center for Substance Abuse Prevention as part of the National Youth Substance Abuse Prevention Initiative.

The goal of the grant, which will be administered by the Office of Alcohol and Drug Abuse Programs, is to reduce alcohol, tobacco, and other drug (ATOD) use by youth (12-17 year-olds) through building strong partnerships with Oregon counties and tribal governments for implementation of effective locally-focused prevention strategies and practices founded on scientific research. Realization of this goal will achieve three outcomes: reduce ATOD use by youth to state benchmarked levels by the year 2000; reduce risk factors associated with ATOD use; increase protective factors associated with delayed or reduced ATOD use. Significant federal, state, and local resources will be leveraged and redirected throughout this grant.

The State Incentive Cooperative Agreement will complement and coordinate with the Oregon High-Risk Juvenile Crime Prevention Partnership to reduce juvenile crime. The SIG resources MUST be used to coordinate local efforts using scientifically defensible programs and approaches that will address high risk youth and reduce substance abuse. Both projects will utilize the risk and protective factor framework for evaluation to allow for common measurements. Both projects will involve consolidation of federal, state, and local resources as well as involve a state team working to coordinate efforts to support local strategies based on science-base practices and principles.

The SIG resources are authorized and available through a grant to counties and tribal governments who operate alcohol and drug services under ORS 415-12-000 through 415-12-090. **These resources up to $50,000 will be available upon receipt of a signed "memorandum of agreement" (MOA) by the Board of Commissioners or Tribal Chair.** Counties or Tribal governments requesting more than $50,000 must submit a detailed budget and justification which must be reviewed and approved by OADAP as described under the funding allocation on page 3 of this document.

The MOA must be completed and returned to OADAP no later than August 15, 1998. (Requests for extension of the deadline will be considered in cases of emergency.)

RECITALS

WHEREAS, pursuant to ORS 190.110. the parties have authority to enter into intergovernmental cooperative agreements, and therefore pledge to work together, focusing on the Oregon benchmark of reducing juvenile crime, reducing youth ATOD use, and improving collaborative efforts;

WHEREAS, it is absolutely imperative that Oregon reduce the number or youth entering the juvenile justice system within the next two years;

WHEREAS, because of the increased prevalence rates of alcohol, tobacco, and other drug use among Oregon's youth, current statewide ATOD Prevention efforts must be strengthened;

WHEREAS, juvenile crime, alcohol, tobacco, and other drug use, and other youth problem behaviors have common risk factors and often employ common prevention strategies;

WHEREAS, Oregon's Governors Office has been awarded a three-year State Incentive Cooperative Agreement from the federal Center for Substance Abuse Prevention to reduce alcohol, tobacco, and other drug (ATOD) use by youth through locally-focused prevention strategies and practices that are founded on scientific research;

WHEREAS, as part of Oregon's general attempt to establish a long-range vision, set public priorities, allocate resources, design services and measure results focusing on outcomes, the partners in both public and private sectors will strive to hasten Oregon's progress toward having safe, caring and engaged communities;

WHEREAS, comprehensive collaborative strategies can prevent victimization and youthful ATOD use and no number of victims or youthful ATOD use is acceptable.

WHEREAS, the parties desire to remove barriers where they exist, reduce red tape, streamline and simplify processes, integrate services, and measure progress through comprehensive collaborative planning, implementation, and accountability on the parts of both state and local partners;

WHEREAS, the parties will attempt to include as many partners as possible in the process knowing that government alone cannot solve the juvenile crime and substance abuse problems--only a broad ownership of the problem can lead to an effective and lasting solution.

WHEREAS, this Agreement shall set out the procedure to establish a coordinated process to reduce crimes committed by youth and reduce ATOD use by youth, and in conformity to the principles for selecting science-based outcomes and strategies described herein.

Now, therefore, in consideration of the mutual covenants, terms and conditions of the Oregon High-Risk Juvenile Crime Prevention Partnership and the Oregon State Incentive Cooperative Agreement contained herein, the parties agree to:

- integrate ATOD prevention planning/implementation with the Oregon High-Risk Juvenile Crime Prevention Partnership,
- designate a lead agency/organization to coordinate the local ATOD prevention efforts and the Oregon High-Risk Juvenile Crime Prevention Partnership, serve as the county/tribal contracting and fiscal agent and coordinate the local and state evaluation process,
- ensure a planning process will be in place to develop the Comprehensive ATOD Prevention Plan beginning as soon as MOA is approved by OADAP and funds are deployed. The process must include local partners identified in the attached guidelines for the Comprehensive ATOD Prevention Plan (attachment I) local prevention providers, local prevention coalitions and the partners specified in the Oregon High-Risk Juvenile Crime Prevention Partnership (see attachment II),
- designate a county/tribal Prevention Coordinator who will be responsible to work with the planning process to plan, develop, coordinate, and implement county-wide or tribal prevention efforts to meet the goal and objectives of the Oregon State Incentive Cooperative Agreement project and the Oregon High-Risk Juvenile Crime Prevention Partnership. The designated Prevention Coordinator must currently possess or be able to meet specified prevention competencies as specified in the Oregon Administrative Rules governing ATOD prevention providers (OAR 415-56-000 through 415-56-025 and OAR 415-12-000 through 415-12-090),
- ensure that the designated Prevention Coordinator works with the county/tribal planning process to integrate the local ATOD prevention plan with the Oregon High-Risk Juvenile Crime Prevention Partnership. The local ATOD prevention plan must be submitted to OADAP for approval no later than

December 15, 1998 and comply with the criteria described in the State Incentive Cooperative Agreement Comprehensive ATOD Prevention Plan (attachment I).

- The appointing authority will ensure that local prevention plan/strategies focus on integrating an ATOD continuum of care including community coalition prevention efforts, targeted prevention, early intervention, referral, treatment, and after care.
- The appointing authority will ensure that the designated county/tribal prevention coordinator and other appropriate local stakeholders participate in required meetings, trainings, and comply with all reporting requirements.
- The appointing authority must ensure that the designated lead agency and the designated prevention coordinator comply with all relevant administrative rules, regulations and policies required by the Office of Alcohol and Drug Abuse programs.

The process for SICA funding allocation is as follows:

1. Requests for State Incentive Cooperative Agreement (SICA) grant funds to be used to hire a Prevention Coordinator for planning and coordination for ATOD and the Oregon High-Risk Juvenile Crime Prevention Partnership prevention efforts as described in the MOA will be reviewed by OADAP upon receipt of the signed MOA.

2. If the county/tribal government has adequate resources to comply with the terms of the memorandum of agreement, requests to use State Incentive Cooperative Agreement Grant funds to implement science-based prevention strategies and programs will be reviewed by OADAP and the Juvenile Crime Prevention Advisory Committee (JCPAC) upon receipt of the signed MOA and the completed county Juvenile Crime Prevention Plan which integrates SICA program grant funds with JCPP program planning and the county biennial ATOD plan. If OADAP and the JCPAC approve use of SICA grant funds to implement prevention programs and strategies, funds will be deployed at that time.

3. Requests for State Incentive Cooperative Agreement Grant funds exceeding the base funding allocation of $50,000 will be reviewed by OADAP and JCPAC upon submission of a detailed budget, and justification. Requests will be considered and approved contingent upon availability of funding and integration with the county Juvenile Crime Prevention Plan and the biennial county ATOD plan.

In order to determine appropriate funding allocation process, applicants for the State Incentive Cooperative Agreement (SICA) grant funds must complete the following budget information:

☐ Total SICA grant funds requested: $ 110,299 (SEE ATTACHED)

① $ _____ Funds for county/tribal Prevention Coordinator salary

$ _____ Funds for Prevention Coordinator benefits, etc.

$ _____ Funds for Prevention Coordinator related expenses (travel, training, etc.)

② $ _____ Funds for county/tribal planning, coordination activities (please describe):

_____

_____

$ _____ Funds for prevention programs/strategies which integrate with Juvenile Crime Prevention Plan and biennial ATOD plan

☐ State Incentive Cooperative Agreement grant funds are NOT requested. The county/tribal government will participate only in the standard biennial county/tribal ATOD Implementation Plan Process. Planning for juvenile crime prevention services will occur separately from ATOD planning.

I understand that failure to comply with the specified requirements in the MOA, relevant Administrative Rules, Regulations and Policies may terminate this agreement and cause OADAP to recoup allocated funds.

Either party to this agreement in its sole discretion may terminate this agreement upon notice to the other party and in such events OADAP may recoup some or all allocated funds.

As a condition of receiving funds under this MOA, the parties agree that OADAP, the Secretary of State, the federal government, and their duly authorized representatives shall have access to the parties' books, documents, papers and records directly pertinent to this MOA for the purpose of making audit, examination, excerpts and transcripts. These material shall be kept for a minimum of three (3) years or until conclusion of any audit, controversy or litigation arising out of this MOA.

The parties agree that actions under this MOA are subject to all applicable requirements of federal and state civil rights and rehabilitation statute, rules and regulations, and all federal law or regulation specific to SICA program grant funds.

The parties shall be responsible exclusively with respect to their employees, for providing employment related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, worker's compensation coverage, and PERS contributions.

The parties each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.000, only for the acts, omissions or negligence of its own officers, employees, or agents.

I assure that MULTNOMAH COUNTY (County/Tribal Government) will comply with all requirements specified in the described Intergovernmental Memorandum of Agreement.

Submitted by:

(County Commissioner Authority or Tribal Chair) August 13, 1998 (Date)

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-1 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

To be completed by OADAP:

Upon obtaining all required signatures to this agreement, the State (OADAP) hereby agrees to pay _____ (local/tribal government) the following amount of SICA resources $_____.

(Office of Alcohol and Drug Abuse Programs) (Date)

**epartment and County Counsel Approval and Review**

pproved:

epartment Manager or Designee Date 8/10/98

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By: _____ 8/10/98
Assistant County Counsel Date

**Attachment 1**

## State Incentive Cooperative Agreement Comprehensive ATOD Prevention Plan

The County/Tribal Comprehensive ATOD Prevention Plan must:

1) coordinate local prevention resources/services to reduce youth ATOD use as described in the Oregon Office of Alcohol and Drug Abuse Programs statewide prevention plan,
2) describe how ongoing coordination of resources and services will occur,
3) describe how coordination of local prevention efforts will be sustained beyond the life of the SIG resources,
4) describe how local efforts and resources will be coordinated for high risk youth prevention strategies,
5) describe how other local prevention resources and efforts (tobacco coalitions, Oregon Together!, County ATOD Block Grant Funding) will be sustained and coordinated with the Comprehensive ATOD Prevention Plan,
6) describe how local prevention efforts will be coordinated with local ATOD referral and treatment to develop a comprehensive local ATOD continuum of care as defined by the Institute of Medicine,
7) include a management/staffing plan,
8) employ a conceptual "logic model" beginning with a needs assessment and which includes goals/objectives expressed in measurable terms and anchored to a specific time frame, and evaluation plan which complies with the statewide prevention evaluation plan,
9) describe how science-based prevention practices and principles (which are scientifically defensible as described in the working draft from the Center for Substance Abuse Prevention document-- "Science-based Practices in Substance Abuse Prevention: A Guide") are employed to accomplish identified local goals and objectives. A minimum of 50% of prevention practices and principles must qualify for Type 3 (program/principles source documents have been reviewed and published in peer journal), Type 4 (program/principles have undergone expert/peer consensus meta-analysis), or Type 5 (replications of program/principles have appeared in professional journals) level of scientific review process. (Document is attached)
10) integrate risk and protective factor domains, targeted age-groups (12-17), and the Institute of Medicine Prevention/Interventions'--Universal, Selected, or Indicated (see attachment for details),
11) contain a detailed and clear budget with narrative and appropriate justification,
12) describe how the local efforts will ensure cultural inclusion in its process and products, and
13) describe how appropriate local agencies, organizations, and stakeholders (including but not limited to): LADPC, local Commission on Children and Families, local ATOD prevention and treatment providers, school offices, local DHR agencies, mental health providers, law enforcement, lay citizens, and representatives from other diverse community populations, participate in the ongoing local prevention planning, procedural, and implementation process.
14) describe how the county/tribal government will participate in collection, analysis, and dissemination of process, outcome and other related evaluation data consistent with the Oregon State Incentive Cooperative Agreement Evaluation Plan.
15) The appointing authority must ensure that the designated lead agency and the designated prevention coordinator comply with all relevant administrative rules, regulations and policies required by the Office of Alcohol and Drug Abuse Programs.
16) Be completed and submitted to the Office of Alcohol and Drug Abuse Programs no later than December 15, 1998 for approval.

*July 16, 1998*

**Attachment II**

# Oregon High Risk Youth

## Partnership Involvement Section

Local CCFs, LPSCCs, LADPCs, and school representatives must be involved in the planning process. As discussed in the background statement, research indicated that an interdisciplinary team is one of the most effective strategies to address risk factors in multiple domains for youth with multiple risk factors. It is recommended that partners also include members from:

- school officials
- juvenile justice system
- local DHR agencies (AFS, SCF, etc.)
- mental health
- district attorney
- law enforcement
- advocacy groups
- victims
- OLCC
- alcohol, tobacco, and other drug prevention coalitions
- members from diverse communities
- health/mental health providers
- housing
- courts
- LPSCCs
- alcohol and drug treatment
- OYA representative
- private providers
- local CCF
- legislators
- county commissioners
- bar association
- tribal organizations
- youth
- employment specialists
- spiritual communities

# COUNTY PREVENTION COORDINATOR

## KEY RESPONSIBILITIES

- FACILITATE, COORDINATE, AND INTEGRATE COUNTYWIDE ATOD PREVENTION PLANNING / IMPLEMENTATION EFFORTS
- FACILITATE, COORDINATE, AND INTEGRATE COUNTY ATOD PREVENTION PLANNING / IMPLEMENTATION WITH THE OREGON HIGH RISK JUVENILE CRIME PREVENTION PARTNERSHIP
- MONITOR DEVELOPMENT AND COMPLIANCE OF COUNTY AND LOCAL ATOD PREVENTION PROGRAMS, STRATEGIES AND EFFORTS.
- OVERSEE THE COLLECTION OF LOCAL DATA AND EVALUATION EFFORTS
- ACT AS LIAISON BETWEEN COUNTY AND LOCAL PREVENTION VOLUNTEERS/STAFF AND OADAP
- PROVIDE DIRECTION AND LEADERSHIP TO THE COUNTY PREVENTION WORKFORCE INCLUDING LOCAL COMMUNITY COALITIONS
- COORDINATE AND INTEGRATE COUNTY ATOD PREVENTION PLANNING / IMPLEMENTATION WITH COUNTY ATOD TREATMENT SERVICES
- BROKER AND PROVIDE TRAINING AND TECHNICAL ASSISTANCE TO COUNTY PREVENTION WORKFORCE
- MAINTAIN STATE OF THE ART COMPETENCE
- COMPLY WITH STATEWIDE ATOD PLAN AND PROVIDE COUNTY-WIDE LEADERSHIP IN ADAPTATION AND IMPLEMENTATION
- DEVELOP WITH PARTNERS, COUNTY ATOD IMPLEMENTATION PLAN
- COMPLY WITH RELEVANT OADAP ADMINISTRATIVE RULES, REGULATION AND POLICIES
- ENSURE COMPLIANCE WITH ALL SPECIFICATION IN THE STATE INCENTIVE COOPERATIVE AGREEMENT AND COMPREHENSIVE ATOD PREVENTION PLAN
- COMPLY WITH ALL REPORTING REQUIREMENTS SPECIFIED BY OADAP
- PARTICIPATE IN OADAP REQUIRED MEETINGS AND TRAININGS
- ENSURE DELIVERY OF COUNTYWIDE SCIENCE-BASED PREVENTION PRACTICES AND PRINCIPLES

**BUD 1**

| State Incentive Cooperative Agreement (SICA) | Agency/Organization: Multnomah County DCFS Behavioral Health Division | | Prepared by: G. Wang | |
|---|---|---|---|---|
| LGFS CODE: | Fund: 156 | Agency: 010 | Org: n/a | Date: 08/03/98 |
| Object Detail | 98-99 Proposal | 98-99 Final | | |
| 5100 Permanent | 43,781 | 0 | | |
| 5200 Temporary | 11,672 | 0 | | |
| 5300 Overtime | 0 | 0 | | |
| 5400 Premium Pay | 0 | 0 | | |
| 5500 Fringe | 8,630 | 0 | | |
| **Direct Personnel Costs** | **64,083** | **0** | | |
| 5550 Insurance Benefits | 5,119 | 0 | | |
| *TOTAL PERSONAL SERVICES* | **69,202** | **0** | | |
| 6050 County Supplements | 0 | 0 | | |
| 6060 Pass Through Payments | 3,000 | 0 | | |
| 6110 Professional Services | 12,000 | 0 | | |
| 6120 Printing | 3,000 | 0 | | |
| 6170 Rentals | 0 | 0 | | |
| 6140 Communications | 450 | 0 | | |
| 6190 Maintenance Contracts | 0 | 0 | | |
| 6200 Postage | 75 | 0 | | |
| 6230 Supplies | 2,700 | 0 | | |
| 6270 Food | 0 | 0 | | |
| 6310 Education & Training | 4,816 | 0 | | |
| 6320 Conferences & Conventions | 0 | 0 | | |
| 6330 Local Travel | 0 | 0 | | |
| 6520 Insurance | 0 | 0 | | |
| 6620 Dues & Subscriptions | 0 | 0 | | |
| **irect Materials & Services** | **26,041** | **0** | | |
| 7100 Indir.Cost of all but 6050-6060 @ .1069 | 10,364 | | | |
| 7100 Indir.Cost of 6050 & 6060 @ .007 | 2 | | | |
| 7150 Telephone Services | 0 | 0 | | |
| 7200 Data Processing Services | 0 | 0 | | |
| 7300 Motor Pool Services | 1,890 | 0 | | |
| 7400 Building Management Services | 0 | 0 | | |
| 7500 Other Internal Services | 0 | 0 | | |
| 7560 Distribution/Postage | 2,800 | 0 | | |
| **nternal Svc Reimbursements** | **15,056** | **0** | | |
| *TOTAL MATERIALS & SERVICES* | **41,097** | **0** | | |
| 8400 Equipment | 0 | 0 | | |
| *TOTAL CAPITAL OUTLAY* | **0** | **0** | | |
| DIRECT BUDGET | **99,933** | **0** | | |
| A TOTAL BUDGET | **110,299** | **0** | | |

| BUD2<br>FY 98/99<br>ADOPTED BUDGET<br>LGFS Codes: | Organization:<br>Multnomah County DCFS/Behavioral Health Division | | | Date: 08/03/98 |
|---|---|---|---|---|
| | Fund: 156 | Agency: 010 | Org: na | Prepared by: G. Wang |

| FTE | Job Title | JCN | Name | 5100 Base | 5500 Fringe | 5550 Insur | Total |
|---|---|---|---|---|---|---|---|
| 0.50 | PROGRAM DEVELOPMENT SPEC | 6021 | LANGDON, LAWRENCE | 21,888 | 3,832 | 3,011 | 28,731 |
| 0.50 | PROGRAM DEVELOPMENT SPEC | 6021 | HINGSON, DOROTHY L. | 21,893 | 3,833 | 1,875 | 27,601 |
| | | | *Salary Saving @ 3.0%* | | | | |
| 1.00 | | | PERMANENT | 5100 43,781 | 7,665 | 4,886 | 56,332 |
| | | | TEMPORARY | 5200 11,672 | 965 | 233 | 12,870 |
| | | | OVERTIME | 5300 | | | |
| | | | PREMIUM | 5400 | | | |
| | | | TOTAL FRINGE/INSURANCE | | 5500 8,630 | 5550 5,119 | |
| | | | GRAND TOTAL | | | | 69,202 |

BUD2A

| TEMP, O'TIME & PREMIUM DETAIL FY 98/99 | Organization Name: Multnomah County | | | Date Prepared: 08/03/98 |
|---|---|---|---|---|
| | Fund: | Agency: | Org: | Prepared by: |
| LGFS CODES | 156 | 010 | NA | G. Wang |

| *TEMPORARY EMPLOYEES* Explanation (Description, Job Class, etc...) | Temporary Hours | Temporary Rate | 5200 Base | 5500 Fringe | 5550 Insurance |
|---|---|---|---|---|---|
| Office Assistant 2 at 20 hours per week for 12 mo.<br><br>This is a one-year planning award from the State. It may result in a continued award for the next biennium to carry out the prevention plan, but at present, that is an unknown. If a prevention program is funded, its goals and personnel needs would differ from the planning phase. | 1,040 | 11.18 | 11,672 | 965 | 233 |
| TOTALS (Transfer to Bud 2) | | | $11,672 | $965 | $233 |

| *OVERTIME PAY* Explanation (Description, Job Class, etc...) | Overtime Hours | Overtime Rate | 5200 Base | 5500 Fringe | 5550 Insurance |
|---|---|---|---|---|---|
| | | | | | |
| TOTALS (Transfer to Bud 2) | | | | | |

| *PREMIUM PAY* Explanation (Description, Job Class, etc...) | Base Pay | Premium Rate | 5200 Base | 5500 Fringe | 5550 Insurance |
|---|---|---|---|---|---|
| Estimated 3% COLA (all employees) | | | | | |
| TOTALS (Transfer to Bud 2) | | | | | |

## State Incentive Cooperative Agreement (SICA)

# EXPENDITURE DETAIL

**FY98-99**

SUMMARY OF EXPENDITURES

| | |
|---|---|
| PERSONNEL (from Bud 2 Summary) | 69,202 |
| PASS-THROUGH (from Bud 3a's) | 3,000 |
| MATERIALS & SERVICES (excluding indirect) | 27,731 |
| CAPITAL OUTLAY | 0 |
| TOTAL | 99,933 |

| MATERIALS & SERVICES | | | DBH |
|---|---|---|---|
| 6060 | Pass-Through (See 3a's) | 6060 | 3,000 |
| 6110 | Professional Services<br>Diverse team of four or so facilitators to handle community forum meetings and then to summarize the input. Estimate 6-7 hrs per meeting, including planning, set-up, a 1-2 hr. meeting, and reporting participants' input in writing. Pay at $500 per community forum, hold 3 per week for 8 weeks. ($500 x 3 x 8 = $12,000) | 6110 | 12,000 |
| 6120 | Printing Includes prevention info, brochures, etc., to leave with community groups that participate in the planning; and the printing of the project report. | 6130 | 3,000 |
| 6140 | Communication To cover cost of advertising community forums in neighborhood papers. Estimate 18 forums with neighborhood organizations @ $25 each = $450 | 6180 | 450 |
| 6200 | Postage<br>For Federal Express, and stamps from petty cash | 6200 | 75 |
| 6230 | Supplies<br>Includes $75 per community forum x 24 forums for beverage & refreshments; plus $75 per month x 12 months for normal staff supplies including any miscellaneous softwear that might be required. (Softwear should be minimal.)<br>$75 x 24= $1,800<br>$75 x 12=$900 | 6230 | 2,700 |
| 6310 | Travel and Training<br>Prevention Conference, 4 persons @ $500 each = $2,000.<br>2 persons to Wash. D.C. 9th Annual Community Anti-Drug Coalition of America (CADCA) in November:<br>Registration @ $250, airfare plus ground transportation @ $550, hotel for 4 nights @ $125 per night, meal allowance @ $36 per day x 3 days; total $1,408 per person x 2 = $2,816. For one Behavioral Health staff and one Community Justice staff. | 6310 | 4,816 |
| 6330 | Local Travel and Mileage<br>Motor pool is the preferred mode of city travel. See motor pool line item, below. Those funds should be sufficient to cover use of personal autos, if needed, since the costs of the two lines are equivalent. A portion of the motor pool funding would have to be moved into this line. | 6330 | 0 |
| 6620 | Dues and Subscriptions | 6620 | 0 |

| SERVICE REIMBURSEMENT OBJECT CODES | | | DBH |
|---|---|---|---|
| 7100 | Indirect Costs | 7100 | 10,364 |
| 7150 | Telecommunications<br>Staff will use existing equipment covered in County budget. | 7150 | 0 |

## State Incentive Cooperative Agreement (SICA)

| | | | |
|---|---|---|---|
| 7200 | Data Processing (via ISD) | 7200 | 0 |
| 7300 | Motor Pool<br>Estimated at 60 miles per week x 2 staff @ $.315 x 50 weeks = $1,890 | 7300 | 1,890 |
| 7400 | Building Management - Staff will use space already budgeted in County budget. | 7400 | 0 |
| 7560 | Mail/Distribution<br>Due to a number of large mailings to follow-up the community forums, cost is estimated to be $2,800. | 7560 | 2,800 |

| CAPITAL OUTLAY | | Total | 0 |
|---|---|---|---|
| 8100 | Land | 8100 | 0 |
| 8200 | Buildings | 8200 | 0 |
| 8300 | Other Improvements | 8300 | 0 |
| 8400 | Equipment over $5,000 ea. | 8400 | 0 |

| BUD 3a<br>CONTRACTS<br>State Incentive Cooperative Agreement (SICA)<br>LGFS CODES: | Organization:<br>Multnomah County DCFS<br>Behavioral Health Division<br>Fund: 156 Agency: 010 Org: n/a | Date Prepared:<br>08/03/98<br>Prepared by:<br>G. Wang |
|---|---|---|

| Object Code | Contract Description | Contact Person | Estimated Award | Type | Revenue Source | Amount |
|---|---|---|---|---|---|---|
| 6060 | Juvenile and Adult Community Justice<br>To conduct focus groups with former JACJ individuals.<br>$25 per hour to locate and assemble groups, plus incentive payments to those who participate. | L. Hingson | 08/15/98 | IDA | SMHD/SICA | $3,000 |
| 6110 | PSA for Community Conveners<br>Approximately 4 individuals to conduct community forums.<br>3 forums per week for 8 wks @ $500 per forum. | L. Hingson | 08/15/98 | PSA's | SMHD/SICA | $12,000 |
| 6050 | County Supplement | | | | | $0 |
| 6060 | Pass Through | | | | | $3,000 |
| 6110 | Professional Svcs | | | | | $12,000 |

*BUDGET NARRATIVE JUSTIFICATION*

*Multnomah County, comprising almost 1/3 of Oregon's population, requests $100,000 per annum for the State Initiative Cooperative Agreement (SICA) justified by:*

*I. The multiplicity and fragmentation of existing prevention efforts;*

*II. Characteristics of its high-risk youth population;*

*III. A commitment to engage a multi-culturally appropriate planning process.*

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*In November 1997, the Multnomah County Board of Commissioners unanimously passed a resolution endorsing a community building initiative. It's vision is to foster a community environment where citizens participate to nurture individuals, children and families. Guiding principles include:*

**Build on existing community assets*
**Participatory and inclusive processes*
**Value and support all contributions*
**Mutual responsibility and accountability*
**Multi-sector integration and collaboration*
**Flexible and responsive service delivery*
**Seek best practice models*
**Proactive approach to broad-based involvement*

*This initiative nicely fits with the SICA goals and objectives. The SICA will also assist Multnomah County in meeting the urgent benchmarks dealing with substance abuse.*

*The Regional Drug Initiative (RDI) Task Force will serve as the conduit and review council for SICA planning. In the past eleven years, RDI has established high levels of productivity, conviviality, and trust among community leaders, grassroots advocates, citizens*

*and service providers. RDI membership includes the MOA Partnership Involvement list (Attachment II).*
*The Multnomah County Juvenile and Adult Community Justice Department, Caring Communities/Oregon Together!*
*and school districts, each of who participate in the community building initiative, will be primary participants.*
*Existing meetings of the above mentioned groups will be used to avoid the NAMS (Not Another Meeting Syndrome).*

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*PERSONNEL:*
*Prevention Coordinator: .5 FTE*
*The current Prevention Coordinator will assume the responsibilities as outlined in the MOA.*
*The current RDI Community Coordinator: .5FTE*

I. *Establishes and maintains SIGA participant mailing/agenda data bases,*
II. *Assures computer connection with the Multnomah County Juvenile Crime Prevention Plan and Oregon's High-Risk Juvenile Crime Prevention Partnership;*
III. *Assists in documenting meeting process;*
IV. *Assists in designing and conducting local needs assessment;*
V. *Assists in SIGA reporting compliance;*
VI. *Assists in writing the Plan;*
VII. *Participates in community planning*

*Temporary Hire: Office Assistance II. .5 FTE*
*To provide clerical and administrative support.*

*PROFESSIONAL SERVICES:*
*Community Conveners*
*Trained community facilitators will lead ethnically and culturally diverse groups to invite input, identify needs and engage commitment in the development of the Plan. Feedback sessions will include introductory training on science based practices.*

*Juvenile and Adult Criminal Justice:*
*Compensation for JACD Staff to locate youth formerly involved in juvenile justice to conduct focus groups. Based on JACD experience.*

*PRINTING:*
*Expense includes printing of posters, brochures, and other materials, to promote community involvement.*

*MAIL/DISTRIBUTION:*
*At the onset, approximately 350-400 individuals will comprise the mailing database. Electronic mailings will be used if available.*

*SUPPLIES:*
*Justification is based on past experience of RDI and the Prevention Coordinator.*

*TRAVEL AND TRAINING:*
*Travel costs include attending and convening community meetings. Training includes attending relevant conferences:*

I. *November, 1998 Community Anti-Drug Coalition of America: for two persons: Prevention Coordinator and a representative from JACD*
II. *Four (4) persons attending the 12th annual Oregon Prevention Conference.*

*MOTOR POOL:*
*Based on estimated number of community meetings and County policy.*

MEETING DATE: AUG 13 1998
AGENDA NO: UC-2
ESTIMATED START TIME: 9:30

*(Above Space for Board Clerk's Use ONLY)*

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# AGENDA PLACEMENT FORM

*SUBJECT:* Proclamation of August as Senior Centers Month

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

*REGULAR MEETING:* *DATE REQUESTED:* August 13, 1998

*AMOUNT OF TIME NEEDED:* 5 minutes

*DEPARTMENT:* Non-Dept. *DIVISION:* Commission District 3

*CONTACT:* Steve March *TELEPHONE #:* 248-5217
*BLDG/ROOM #:* 106/1500

*PERSON(S) MAKING PRESENTATION:* Steve March

*ACTION REQUESTED:*

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

*SUGGESTED AGENDA TITLE:*

Proclamation of August as Senior Centers Month

8/13/98 ORIGINAL & Copies to Commissioner LISA NAITO

98 AUG 13 AM 8:14
FILED
BOARD OF COMMISSIONERS
MULTNOMAH COUNTY
OREGON

*SIGNATURES REQUIRED:*

*ELECTED OFFICIAL:* Lisa Naito
*(OR)*
*DEPARTMENT MANAGER:*

*ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES*

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

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

MULTNOMAH COUNTY OREGON

# SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: August 11, 1998

RE: Approval of Proclaiming August as Senior Centers Month

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1. Recommendation/Action Requested:

Approval of Proclamation declaring August as Senior Centers Month

2. Background/Analysis:

This is the 55th year of senior centers in the U.S. and the 25th anniversary of the Hollywood Senior Center. The Center will be celebrating their Silver Anniversary on Wednesday, August 19th from 5:30 – 7:30 p.m. with U.S. Senator Ron Wyden as keynote speaker and a swing jazz band. They will have a Health & Wellness Fair on Saturday, August 22 from 1:00 – 4:00. Senior centers like Hollywood empower older adults to live rich and full lives and contribute to the health and well-being of the community.

3. Financial Impact: No direct financial impact known.

4. Legal Issues: N/A

5. Controversial Issues: N/A

OREGON AFSCME
LOCAL
189
UNION LABEL

6. Link to Current County Policies: Relates to County Benchmarks regarding Care of Elderly and Citizen Satisfaction. The County contracts with senior centers to provide services to older adults.

7. Citizen Participation: Many seniors partake of services at Multnomah County's senior centers.

8. Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO.** 98-110

On the occasion of the 55th year of senior centers in operation nationally and the Hollywood Senior Center's Silver Anniversary Celebration on August 19, 1998

The Multnomah County Board of Commissioners finds:

a. Older Americans are significant members of our society whose contributions and achievements have enhanced our lives;

b. Older residents of Multnomah County, as valuable resources of experience, knowledge, and skills, are past, present, and continuing contributors to our community;

c. For 55 years senior centers nationally have been serving America's seniors through a wide array of services, programs, and activities;

d. Senior centers empower older adults of Multnomah County to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages;

e. The Hollywood Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of older residents of Multnomah County for 25 years;

f. On Wednesday, August 19, 1998 the Hollywood Senior Center will celebrate their Silver Anniversary and the 55th year of senior centers;

The Multnomah County Board of Commissioners proclaims:

The Month of August 1998 is **SENIOR CENTERS MONTH IN MULTNOMAH COUNTY, OREGON.**

Adopted this 13th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

MEETING DATE: ~~JUN 25 1998~~ ~~JUL 09 1998~~
AGENDA NO: ~~R-8~~ ~~R-8~~
ESTIMATED START TIME: ~~10:00~~ 10:30

(Above Space for Board Clerk's Use ONLY) ~~AUG 06 1998~~ R-11 10:07 AUG 13 1998 R-2 9:35

# AGENDA PLACEMENT FORM

SUBJECT: First reading of ordinance designating authority for operation of secure residential drug and alcohol treatment facilities

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

REGULAR MEETING:
DATE REQUESTED: 6/25/98
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Community Justice
CONTACT: Lore Joplin
DIVISION: JACJ
TELEPHONE #: 248-3438
BLDG/ROOM#: 311/JJD

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED

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

SUGGESTED AGENDA TITLE

First reading of ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310

8/14/98 copies to Elyse Clawson, Dan Doelle, Lore Joplin & Jacquie Weber & Barbara Simon

SIGNATURES REQUIRED

8/21/98 Copies to Ordinance Distribution List

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER:

98 JUN 17 AM 9:40 BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON

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

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

*JJ ADMINISTRATIVE FORMS*

# MULTNOMAH COUNTY OREGON

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

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

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice

DATE: June 16, 1998

SUBJECT: Approval of an Ordinance Designating the Director of the Department of Juvenile and Adult Community Justice to Operate Secure Residential Facilities for the Treatment of Drug and Alcohol Addicted Offenders

## RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile and Adult Community Justice recommends the Board's approval of the ordinance designating the director of the Department of Juvenile and Adult Community Justice to operate secure residential facilities for the treatment of drug and alcohol addicted offenders.

## BACKGROUND/ANALYSIS:

Multnomah County planned to include secure alcohol and drug treatment, operated by community corrections, as part of the county's plan to manage offenders sentenced to 12 months or less who would be kept locally beginning January 1, 1997 (SB 1145). The original plan was to operate secure treatment at three separate sites. As planning progressed, the decision was made for community corrections to operate one large treatment facility and to co-site the facility with the Radio Towers jail.

During the planning for the secure alcohol and drug treatment facility co-sited with the Radio Towers Jail, many differences of opinion were brought up for discussion between the Multnomah County Sheriff's Office, who will operate the jail, and Adult Community Justice, who will operate the treatment facility. Many of these differences were resolved

through a process of cooperative discussion and decision-making. The areas of greatest conflict were about how offenders would enter the facility and whether offenders would be allowed escorted travel outside the facility for transition planning before discharge. There was not a common understanding regarding the final authority on how these conflicts would be resolved. Because of this, both the Chair and the Sheriff requested a legal opinion from county counsel.

On April 29, 1998, county counsel answered the question, "Does the Multnomah County Home Rule Charter require that the Sheriff administer the proposed alcohol and drug treatment facility?" County counsel concluded that it did not, and that the Board had the authority to determine the administrator of the treatment facility.

On June 2, 1998, a meeting was held with the Sheriff, the Chair, the District Attorney, the Director of Juvenile and Adult Community Justice, and Fred Stickel of the Citizens Crime Commission. As part of the agreement reached at that meeting, the secure alcohol and drug treatment program is to be moved off the jail site thus eliminating the Sheriff's concerns about the operation of the facility at the Tower Jail site.

**FINANCIAL IMPACT:**

A new siting process will need to be completed to find a site for the secure alcohol and drug facility. Most of the architectural design work already completed could be used at a new site, so the change would not add costs to those already incurred. There may be some savings in operation of the facility, since some of the agreements made with the Sheriff's Office about staffing at the towers site added costs not required to operate secure treatment.

**LEGAL ISSUES:**

The ordinance is consistent with the legal opinion of county counsel on April 29, 1998 regarding the administration of the secure alcohol and drug treatment facility.

**CONTROVERSIAL ISSUES:**

The operation of the secure alcohol and drug treatment facility has been a controversial issue, with disagreements between the Sheriff's Office and Juvenile and Adult Community Justice regarding how offenders would enter and leave the facility. Although these specific issues were resolved, the agreement reached on June 2 included removing the treatment facility from the Radio Towers Jail site. This ordinance implements that portion of the agreement.

**LINK TO CURRENT COUNTY POLICIES:**

The secure alcohol and drug treatment program directly addresses the benchmarks of reducing crime and improving public safety. It targets services to those offenders at greatest risk of committing a new crime and provides services most correlated by research with reductions in criminal behavior. It is an important link in the continuum of community sanctions operated by Community Justice, and fits with the agency mission to enhance public safety and promote the positive change of offenders in the community through integrated supervision, rehabilitation, and enforcement strategies.

**CITIZEN PARTICIPATION:**

N/A

**OTHER GOVERNMENTAL PARTICIPATION:**

N/A

Multnomah County
Sheriff's Office

DAN NOELLE
SHERIFF

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

(503) 255-3600
TTY (503) 251-2484

MEMORANDUM

TO: Chair Bev Stein

cc: Board of County Commissioners
Charter Review Committee
Fred Stickel, Oregonian Publisher
DA Mike Schrunk
Chief Bernie Guisto, Gresham PD
Gerald McFadden, Volunteers of America (LPSCC)
Elyse Clawson, Juvenile and Adult Community Justice

FROM: Sheriff Dan Noelle

RE: Agreements reached June 2, 1998

DATE: June 18, 1998

I have reviewed your memo of June 15 describing your understanding of the agreement reached in the June 2 meeting in Fred Stickel's office). My understanding of where we are is as follows:

1. I have received a copy of the letter to Dave Kim and Tim Dabareiner. I understand that the Board intends to move the 300 beds for alcohol and drug treatment to another site. I am opposed to your ordinance that still attempts to redefine the role of the sheriff. State law and the charter already define those roles and this appears to return to the Charter Committee's issues. (see last paragraph) This was never part of our agreement.

2. I am pleased that the $766,000 will be moved to the Sheriff's budget. As I told you in an earlier memo we have 111 inmates on a waiting list through the month of August. The 40 beds at the Restitution Center will be used to free up current jail beds.

3. The understanding that I have of my ability to appoint outside council is contained in the ordinance that I have proposed and forwarded to the Board of County Commissioners for consideration. (see attached) The language you have proposed does not allow me to seek outside legal advice and appears to discontinue my ability to get advice on this issue effective June 15. I still feel that a series of well-crafted legal questions and answers could help us resolve that issue.

4. On June 23 I have scheduled a meeting in Kenton from 6:00 to 8:00 p.m. to explain the change at the new jail site in regards to the A and D facility. My understanding is that the meeting in Troutdale starts at 8:00 p.m. and I will attend as soon as I have completed the meeting in Kenton. As I explained to people during the June 2 meeting in Fred Stickel's office and public comments prior to that meeting, my concern about the alcohol and drug

facility all along has had to do with commitments we had made to the community and safety issues. Within that framework I certainly agree to work with you and Sharron Kelley to explore with the City of Troutdale the use of those beds. If an agreement can be reached with Troutdale, it is my expectation that at least 190 beds will be added to the Radio Tower site in the initial construction. We cannot reduce jail beds while we are still continuing to matrix.

5. I greatly appreciate Fred Stickel and the Citizens Crime Commission. Without the involvement of Fred Stickel and DA Mike Schrunk, I suspect that we would never have had an opportunity to reach an agreement. I am certainly looking forward to working with the Citizens Crime Commission and seeing their recommendations.

I believe the Charter Review Committee clearly understands the issue. The Charter gave the Sheriff responsibility for the administration of the jail, and I suspect prior Charter Review Committees and the public intended that to include Multnomah County inmates held in custody. The legislature never intended for SB1145 to change the role of the Sheriff. I have attached letters from the Office of the Governor and Association of Oregon Counties (AOC). AOC and the Governor helped draft and frame SB1145. The balance of power is created by Board of County Commissioners controlling the budget and the Sheriff's responsibility for safe and responsible custody of the inmates. This forces us to have debates about the issues and gives the public a clear opportunity to decide how we balance the budget with the public's safety. I believe this is a healthy system.

JOHN A. KITZHABER
GOVERNOR

August 21, 1995

TO: Jim Willis, Coordinator
Community Corrections Action Team

FROM: Steve Marks

SUBJECT: Senate Bill 1145

This memo is to clarify any misunderstanding related to Section 27 of Senate Bill 1145. Section 27 was designed as a definition section only. There was never an intent then nor is there an intent now to remove from the Sheriffs the responsibility for operating the jails in their communities.

Should this section continue to be an issue of concern to the Sheriffs of Oregon, we will address additional clarification language during the January special session.

SM:lgw

STATE CAPITOL, SALEM 97310-0370 (503) 378-3111 FAX (503) 378-4863 TDD (503) 378-4859

ASSOCIATION OF OREGON COUNTIES
LOCAL GOVERNMENT CENTER 1201 COURT STREET N.E., P.O. BOX 12729, SALEM, OREGON 97309-0729. (503) 585-835

August 21, 1995

Art Martinak, Executive Director
Oregon State Sheriffs Association
3000 Market Street NE
Salem, Oregon 97302

Subject: Section 27, SB 1145 (1995 Regular Session).

Dear Art:

The question has arisen as to whether section 27 of this bill authorizes the county governing body to take control of the county jail from the sheriff. You have asked for my understanding of what the bill and, in particular, section 27 were intended to do.

My understanding of the agreement between OSSA and AOC, of which section 27 was a part, is that the county governing body would have authority to designate the supervisory authority ONLY FOR PURPOSES OF DETERMINING WHO HAS AUTHORITY TO MOVE PRISONERS from one level of custody, or one program, to another. The sheriff would continue to be the operator of the jail. Section 27 is a definition section that applies only to four other specified areas of the bill. None of those areas deal with who operates jails. Rather, they deal with who has responsibility for the custody of prisoners sentenced to 12 months or less, and with what authority the custodian of those prisoners has over what sanctions they get. The agreement between OSSA and AOC was that when an offender is in the county jail, the person with authority over that offender will be the sheriff (just as it is now). The authority of the supervisory authority, as designated by the county governing body in section 27, is to move offenders among available sanctions, subject to the authority of the court to require incarceration. I believe the legislative history will reflect that understanding. Other laws that designate the sheriff as the keeper of the local correctional facility are unchanged, and are not intended to be affected by this legislation.

Sincerely,

Paul Snider
Legal Counsel

# AGREEMENT

The parties to this Agreement are BEVERLY STEIN, Chair of the Multnomah County Board of Commissioners and DAN NOELLE, Multnomah County Sheriff. This Agreement is the result of our discussions at a June 2, 1998 meeting, which was proposed by the Executive Committee of the Multnomah County Public Safety Coordinating Council and convened by Fred Stickel in his office at The Oregonian. Also present at that meeting were the following members of the Public Safety Coordinating Council: District Attorney Mike Schrunk, Chief Bernie Giusto, Gerald McFadden, Elyse Clawson, Ray Mathis and Council Director Peter Ozanne.

Pursuant to our discussions at this meeting, WE AGREE as follows:

We agree to appear together, along with District Attorney Mike Schrunk, at the June 2, 1998 meeting of the Multnomah County Charter Review Commission and to jointly request that the Commission table to withdraw a proposal pending before it. That proposal recommends that the Multnomah County Charter be amended to authorize the Sheriff to assume all responsibility for and authority over corrections in the County, including administration of the Department of Juvenile and Adult Community Justice. Our agreement to make this joint appearance and request before the Charter Review Commission is subject to the following conditions:

1. The proposed 300-bed Alcohol and Drug Treatment Facility, currently planned to be co-sited with the new Multnomah County Jail at a location known as the "Radio Tower Site", will now be located at another site. The parties agree that the new Alcohol and Drug Treatment Facility will be operated by the Department of Adult Community Justice. The Chair and the Sheriff agree to go with the City of Troutdale to explore the use of MCCF for alcohol and drug treatment. If MCCF is approved, at least 190 beds will be added to the Radio Tower site;

2. The County Chair represents that she will obtain approval of the Board of County Commissioners to approve funding for 1998-99 in the approximate amount of $766,000 for operation of an additional 40 beds in the Multnomah County Restitution Center in Sheriff's budget;

3. The County Chair represents that she will obtain approval of the Board of County Commissioners to amend the Multnomah County Code to authorize Sheriff to retain outside legal counsel to advise the Sheriff under certain circumstances and retroactively; and

4. The issue of unnecessary duplication of services between the Sheriff's Office and the Department of Adult Community Justice, which might lead to inefficiencies and unnecessary costs, will be referred to the Portland Citizens Crime Commission. The Citizens Crime Commission will study this issue, identify such duplication of services, and refer any findings and recommendations to the Board of Commissioners for its consideration in consultation with the Sheriff.

DATED: _____

_____
Chair Beverly Stein
Multnomah County Board of Commissioners

DATED: _____

_____
Sheriff Dan Noelle
Multnomah County

# **Beverly Stein,** Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us


June 15, 1998

TO: Dan Noelle

FROM: Beverly Stein

CC: Board of County Commissioners
Charter Review Committee
Attendees at June 2 meeting

RE: Agreements reached June 2, 1998

At our meeting at the Oregonian in Fred Stickel's office we came to a number of agreement. You complied with most of your part of the agreement by appearing before the Charter Review Commission to recommend withdrawal of the proposal to move community corrections to the sheriff's office. Outstanding is your commitment regarding Troutdale(see point 4 below). Below is an outline of how I am complying with my part of the agreement.

1. Attached is a letter I have sent to Dave Kirn and Tim Dabareiner indicating that the 300 bed secure alcohol and drug facility will be located at a site other than the Radio Towers site. Attached also is the previously circulated ordinance which clarifies that Community Corrections will operate such facilities. This ordinance will be filed for consideration by the BCC on June 25.

2. I will submit a bud mod which moves $766,000 for operating 40 new beds at the Restitution Center from the public safety levy contingency to your budget. This bud mod will be filed for consideration by the BCC on June 25. Also attached is the memo which responds to your previous memo regarding these funds.

3. Attached is an ordinance which gives you new authority to appoint counsel to advise you in situations where it is warranted. This creates the same right for you as a Board member will have. With approval of the BCC you may appoint counsel of your choosing within a budgeted allotment set by the board. I have also included a memo from counsel regarding how other jurisdictions treat this issue. What I have proposed is

Printed on recycled paper

consistent with those approaches. The ordinance contains language which will permit payment from your budget of your past legal bills.

4. On June 23 Commissioner Kelley, Elyse Clawson and I will be appearing before the Troutdale City Council to discuss the possibility of using the MCCF Troutdale facility for the A and D secure facility. You have agreed to support the use of MCCF for the secure A and D facility and I hope you will attend that meeting to reaffirm that position. If Troutdale is used for the A and D facility we will have to discuss how to backfill those jail beds.

5. Attached is a letter Fred Stickel thanking him for taking on the task of looking at unnecessary duplications of service between the sheriff's office and community justice and making recommendations regarding such findings to the BCC. Apparently Ray Mathis has set a meeting for June 23 for you and Elyse to discuss the outlines of this effort.

It is my understanding that a majority of the BCC supports the above.

sher.doc

# **Beverly Stein**, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us


June 12, 1998

Dave Kirn
Kitchell
421 SW Sixth Ave, Suite 1300
Portland, Or 97204

Tim Dabareiner
Barney and Worth
1211 SW Fifth Ave, Suite 2100
Portland, Or 97204

Dear Mr. Kim and Mr. Dabareiner:

The Sheriff and I have had a continuing series of discussions over the past month regarding a number of public safety issues. At a meeting last week, we came to a number of agreements. One of them impacts the siting process at the Radio Towers site.

We agreed that we would not try to site the proposed 300 bed secure residential alcohol and drug facility at the Radio Towers site. I have discussed this action with other Board members and they are in agreement.

The Board is tentatively scheduled to have a thorough discussion of the public safety siting issues around the new jail and the alcohol and drug facility on the morning of July 23. We welcome your participation. You will be receiving a specific agenda in the next couple of weeks.

I look forward to continuing to work together on this process.

Sincerely,

Beverly Stein

c. Board of County Commissioners
c. Sheriff
c. Elyse Clawson

"ted on recycled paper"

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

**ORDINANCE NO. _____**

An ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310.

(Shaded Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the "supervisory authority" to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.

b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.

d. It is in the best interests of Multnomah County to operate both local correctional facilities and local secure residential alcohol and drug treatment facilities as part of the continuum of supervision.

e. Local correctional facilities are defined by state law as jails for the reception and confinement of prisoners. Their principal purpose is the detention and confinement of persons held with criminal charges or sentenced to incarceration. Local correctional facilities do not include juvenile detention facilities.

f. Residential treatment facilities are defined by state law as facilities that provide for six or more alcohol or drug dependant persons, residential care and treatment in one or more buildings on contiguous property.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

(A) The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.

(B) **The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county**

**supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.**

**(C) Local correctional facilities as defined by state law do not include juvenile detention facilities or secure residential treatment facilities.**

Section 3. MCC 2.30.310 is created as follows:

**2.30.310. Department Director.**

**(A) The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate corrections supervision services, juvenile detention facilities and secure residential treatment facilities for the treatment of drug or alcohol addicted offenders.**

**(B) Secure residential treatment facilities whose principle purpose is the treatment of drug and alcohol addicted offenders are custodial facilities, but are not local correctional facilities.**

Section 4. Effective Date.

This Ordinance shall become effective on _____.

ENACTED this _____ day of _____, 1998, being the date of its

_____ reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Beverly Stein, Chair

REVIEWED:

_____
Thomas Sponsler, County Counsel

Data/Advisory/Ordinances/Supervisory authority ord.doc

# Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us


**June 8, 1998**

## *Memorandum*

**TO:** Sheriff Dan Noelle

**FROM:** Chair Beverly Stein

**CC:** Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner-elect Diane Linn
Commissioner-elect Lisa Naito

**RE:** Sheriff's Budget Request

---

I have received and reviewed your June 1st memo. In it, you request that the Board of County Commissioners "not move the $766,000 from the work release beds at the Multnomah County Restitution Center (MCRC) to fund 'Relapse Prevention and Intervention and Mental Health services for dual diagnosis clients.'"

I am pleased that we have reached agreement over MCRC funding as per our June 2 meeting at the Oregonian. However, I do wish to clarify that no money has been 'moved' from the Restitution Center to fund non-public safety services. The Board took two very distinct budget actions regarding the items you mention.

- In accordance with the 1996 levy and consistent with the County's comprehensive public safety approach, the Board approved an Adult Alcohol and Drug Treatment (A&D) package at just over $1 million which contains mental health services for clients with dual substance abuse and mental health problems.

- Due to documented difficulties at MCRC in getting people into work release beds, which resulted in the 40 extra beds approved in last year's budget not being used, the Board withheld $766,000 in funds *pending resolution of these difficulties and a demonstrated need for these beds.*

Although Measure 50 no longer requires us to segregate 1996 levy funds from the general fund, the Board has kept faith with the voters by directing levy funds to public safety services promised in the levy. Services targeted to dual diagnosis clients are only one component of this year's Board-approved A&D package, but these mandatory services are clearly consistent with the type of "intensive intervention" promised in the ballot explanatory statement. This package has in no way affected the possibility of funding work release beds.

Once again, I am glad we have reached agreement over MCRC funds. With the restoration of these extra work release beds, I look forward to the full use of this facility.

printed on recycled paper

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY OREGON

ORDINANCE NO. _____

An Ordinance amending MCC 7.201 relating to the Office of County Counsel.

(Stricken language in brackets [ ] is to be deleted; **Bold** language is new.)

Multnomah County ordains as follows:

Section 1. MCC 7.201 (M) shall be amended as follows:

(M) Employ outside legal counsel on behalf of the county when the County Counsel deems it necessary or appropriate to do so. A majority of the entire board may also employ outside legal counsel for a specific county matter, **and a majority of the entire board may authorize a board member, sheriff, district attorney or auditor to retain outside legal counsel to advise the elected county official on a specific county matter. The board shall specify the amount of the elected official's budget that may be appropriated for this purpose.** With these exceptions no county elected official, board, commission, committee, department director or employee shall employ or be represented by counsel other than the County Counsel.

Section 2. Ratification.

The board hereby ratifies the Sheriff's action in retaining the law firm of Bullard, Korshoj, Smith & Jernstedt to provide legal advice to the Sheriff on the issue of the Sheriff's authority as it relates to the county's proposed secure residential alcohol and drug treatment facility. This ratification applies to legal advice rendered on the stated issue up to and including June15, 1998. In addition, the board hereby

authorizes the Sheriff to pay Bullard, Korshoj, Smith & Jernstedt for services rendered up to and including June 15, 1998. Said payment shall be made out of the Sheriff's budget.

Section 3. Effective Date.

This Ordinance shall be come effective on _____ .

ENACTED this _____- day of _____, 1998, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Beverly Stein, Chair

REVIEWED:

_____
Jacqueline Weber, Assistant County Counsel

# OFFICE OF
# MULTNOMAH COUNTY COUNSEL

THOMAS SPONSLER
*County Counsel*

SANDRA N. DUFFY
*Chief Assistant*

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

FAX 248-3377
(503) 248-3138

SUSAN DUNAWAY
KATIE GAETJENS
GERALD H. ITKIN
JEFFREY B. LITWAK
STEVEN J. NEMIROW
MATTHEW O. RYAN
AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
*Assistants*

## MEMORANDUM

To: Chair Stein

Cc: Sheriff Noelle
Commissioner Kelley
Commissioner Hansen
Commissioner Linn
Commissioner Elect Naito

From: Jacqueline A. Weber
Assistant County Counsel

Subject: Proposed Amendment to County Counsel Ordinance

---

In conjunction with the proposed amendment to the county counsel ordinance, you requested that we survey other counties as to how they deal with requests for outside legal counsel by elected county officials. You have also asked for a legal analysis of the effect of a legal opinion, whether issued by county counsel, or by authorized outside legal counsel.

## CURRENT ORDINANCE

Under Multnomah County's current ordinance, the Board has delegated to county counsel the authority to employ outside counsel **on behalf of the county** when county counsel deems it appropriate or necessary. It further provides that no county elected official or other county official shall be represented by counsel other than county counsel, with one exception; a majority of the Board may employ outside legal counsel on a specific matter. Under this ordinance, there is no authority for an elected county official to retain outside counsel to advise them on county issues.

## STATUTORY AUTHORITY

State law provides for the appointment of county counsel by the board of each county, to serve at the pleasure of the board. ORS 203.145 provides in pertinent part:

> (2) Unless otherwise provided by county charter or legislation enacted pursuant thereto, the board of each county may appoint a person or persons licensed to practice law in the State of Oregon as counsel to advise the board and other county officers, to render services in connection with legal questions of a civil nature arising in the discharge of their functions, to prosecute violations of county law as defined by ORS 203.810, and

to provide such additional services as the board determines. Counsel shall serve at the pleasure of the board, on a full-time or part-time basis, and be compensated in the manner and amounts the board determines.

This statute by its terms does not govern Multnomah County, which is a charter county that has enacted specific legislation regarding county counsel.

SURVEY OF OTHER COUNTIES

I have surveyed 5 other Oregon counties, Washington, Clackamas, Marion, Lane, and Jackson, regarding the circumstances under which they may retain outside counsel, and how the authority to make that decision is delegated.

Clackamas County and Marion County have no ordinance, administrative rule, resolution or other written procedure. They are presumably governed by ORS 203.145 set out above. Jackson County has a very general ordinance, which does not address the issue at all.

Lane County, which is a charter county, has adopted by ordinance rules relating to sources of legal services. County Counsel is designated to provide legal advice on civil matters to the Board of Commissioners and to county departments. Outside legal counsel is authorized where (1) County Counsel determines that an ethical conflict of interest exists, in which case County Counsel's determination is then referred to the Board; (2) where County Counsel does not have the expertise to handle a particular legal matter; (3) where appropriate under the Tort Claims Act; or (4) upon approval of the Board of a request for a private attorney. The ordinance also provides that in any case where a private attorney is retained County Counsel shall authorize payment from appropriate budgeted funds not to exceed $2,500. If it is necessary to exceed this amount, the fee agreement is handled through the normal contract process.

Washington County established the office of County Counsel and appointed a County Counsel to act as its chief legal advisor pursuant to ORS 203.145, supra, which provides for the appointment of legal counsel by the board of the county. In addition, the Board passed a Resolution identifying the functions and responsibilities of county counsel. The Resolution deals with the issue of appointment of outside legal counsel as follows:

> RESOLVED AND ORDERED, from time to time, it may be necessary for the County to acquire outside legal assistance and/or representation and in such cases County Counsel, unless precluded by conflict of interest or otherwise, shall provide the following services:
>
> 1) Provide consultation as to the necessity and appropriateness of outside legal counsel; and
> 2) Provide advice as to the selection of outside legal counsel; and
> 3) Monitor performance of outside legal counsel performance and provide necessary and appropriate assistance;

The Resolution does not give any indication how Washington County would deal with a request for outside legal counsel to advise a county elected official on county issues.

CONCLUSION

Of the counties surveyed, the ultimate authority to retain counsel rests with the governing board, either pursuant to statute, or ordinance. Given that Multnomah County is governed by charter, the

Board may by ordinance retain the sole authority to appoint legal counsel, or delegate that authority in whole or in part.

EFFECT OF LEGAL ADVICE/OPINION

You have asked what would be the effect of a County Counsel opinion that differs from or is in conflict with an advisory opinion provided by outside legal counsel. A legal opinion provided to the county, whether by County Counsel, or by authorized outside counsel, is not binding on the county. Its purpose is to provide analysis of applicable law to specific facts at issue, and to assess likely outcomes and risks in following a particular course of action. This provides guidance upon which policy makers, or the Board on legislative matters, can make an informed decision. A legal opinion does not have legally binding effect. Therefore, conflicting legal opinions on the same subject would simply provide differing information for the policy makers to evaluate.

# **Beverly Stein**, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us


June 12, 1998

Fred Stickel
Oregonian
1320 SW Broadway
Portland, Oregon 97201

Dear Fred,

I want to thank you for the role you took last week in helping me and the sheriff come to an agreement which to avoid a potentially serious disruption to the heretofore excellent working relations we have had in the criminal justice community.

One of the issues of agreement we reached in the meeting in your office was that the Citizens' Crime Commission would do a review of specific programs and services managed and operated by the Multnomah County Sheriff's Office and Juvenile and Adult Community Justice to determine any areas of duplication and overlap of services. As chair, you agreed that the Citizen's Crime Commission is an appropriate group of people to perform this task.

As a starting point you may want to review the following information to determine if duplication exists:

- Names of people served during a specific time period
- Unique identifiers (SID Numbers, CPMS Numbers, etc.) of offenders/inmates
- Risk level of participants
- Jurisdiction of offender while the service is utilized
- Purpose of the program
- Length of time of program
- Expected outcomes
- Description of successful completion
- % of inmates/offenders successfully completing the program
- Community expectations of similar programs
- Involvement of outside contractors
- Program expectation from partners in the Criminal Justice System
- Staff assigned to program service
- Cost comparisons of similar programs services.

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Helpful sources for information regarding the functions of the sheriff's office and the Department of Community Justice include the Honorable Julie Franz, Chief Criminal Judge and the Honorable James Ellis, Chief Presiding Judge. The judges have frequent contact with services operated by both organization and have some thoughts on system improvements. I am sure there are others who would provide valuable information. I am happy to assist you in obtaining any information you may need to do your evaluation.

Very truly yours,

Beverly Stein

Cc: Ray Mathis, Executive Director, Citizens' Crime Commission
Dan Noelle, Sheriff, Multnomah County
Elyse Clawson, Director, Juvenile and Adult Community Justice

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

**ORDINANCE NO. _____**

An ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310.

(Shaded Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the "supervisory authority" to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.

b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.

d. It is in the best interests of Multnomah County to operate both local correctional facilities and local secure residential alcohol and drug treatment facilities as part of the continuum of supervision.

e. Local correctional facilities are defined by state law as jails for the reception and confinement of prisoners. Their principal purpose is the detention and confinement of persons held with criminal charges or sentenced to incarceration. Local correctional facilities do not include juvenile detention facilities.

f. Residential treatment facilities are defined by state law as facilities that provide for six or more alcohol or drug dependant persons, residential care and treatment in one or more buildings on contiguous property.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

**(A)** The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.

**(B)** **The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county**

**supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.**

**(C) Local correctional facilities as defined by state law do not include juvenile detention facilities or secure residential treatment facilities.**

Section 3. MCC 2.30.310 is created as follows:

**2.30.310. Department Director.**

**(A) The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate corrections supervision, programs and services, juvenile detention facilities and secure residential treatment facilities for the treatment of drug or alcohol addicted offenders.**

**(B) Secure residential treatment facilities whose principle purpose is the treatment of drug and alcohol addicted offenders are custodial facilities, but are not local correctional facilities.**

Section 4. Effective Date.

Adopted this [ ] day of [ ] 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____

Beverly Stein, Chair
Multnomah County Commissioners

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

_____

Jacqueline Weber
Assistant County Counsel

## BOGSTAD Deborah L

**From:** WEBER Jacquie A
**Sent:** Monday, August 03, 1998 5:08 PM
**To:** BOGSTAD Deborah L
**Cc:** FORD Carol M
**Subject:** FW: Supervisory Authority Ordinance

Deb, attached is the version of the ordinance that Bev wants to submit to the Board.

Supervisory authority ord 2.doc

---

**From:** FORD Carol M
**Sent:** Monday, August 03, 1998 3:55 PM
**To:** WEBER Jacquie A
**Cc:** BOGSTAD Deborah L
**Subject:** RE: Supervisory Authority Ordinance

Jacquie -
Can you give Deb Bogstad a signed copy of the new ordinance? Bev will ask the Board to substitute the new one - because Elyse and the Sheriff believe it clarifies the definition of the supervising authority. Thanks. Carol

---

**From:** WEBER Jacquie A
**Sent:** Monday, August 03, 1998 3:38 PM
**To:** MOYER Catherine M
**Cc:** FORD Carol M; SPONSLER Thomas
**Subject:** Supervisory Authority Ordinance

Thanks for the FAX. I received the originla note from Dan and the Fax at the same time.

Could you let Dan know that I have added even greater clarity to Section 3, because I had inadvertenly left out a couple crucial aspects of the parole and probation function. The last sentence of Section 3 now reads (added words underlined):

"The director is designated to operate community based corrections supervision services and sanctions for offenders on parole, post prison supervision , probation or conditional release from jail, and to operate juvenile detention facilities and residential treatment facilities for the treatment of drug or alcohol addicted offenders."

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

**ORDINANCE NO.** 919

An ordinance designating the County supervisory authority and amending MCC 2.30.800 and creating MCC 2.30.310.

(Shaded Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the "supervisory authority" to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.

b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.

d. It is in the best interests of Multnomah County to operate both local correctional facilities and local residential alcohol and drug treatment facilities as part of the continuum of supervision.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

**(A)** The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.

**(B) The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.**

Section 3. MCC 2.30.310 is created as follows:

**2.30.310. Department Director.**

**(A) The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate community based corrections supervision for offenders on parole, post prison supervision, probation, or conditional release from jail, and to operate juvenile detention facilities and**

**residential treatment facilities for the treatment of drug or alcohol addicted offenders.**

Section 4. Effective Date.

This Ordinance shall become effective on September 13, 1998.

ADOPTED this 13th day of August, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

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

Jacqueline A. Weber, Assistant County Counsel

Data/Advisory/Ordinances/Supervisory authority ord.doc

MEETING DATE: AUG 1 3 1998

AGENDA NO: R-3

ESTIMATED START TIME: 9:40

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Agreement between Multnomah, Clackamas and Washington Counties for the implementation of the Regional Crisis Diversion Plan submitted to the State by the 3 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:* **Lolenzo Poe/Howard Klink** *TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

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

***ACTION REQUESTED:***

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

***SUGGESTED AGENDA TITLE***

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

8/13/98 originals to Lou Olson

***SIGNATURES REQUIRED:***

98 JUL 30 PM 5:21
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mas

***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
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: July 21, 1998

SUBJECT: Intergovernmental Cooperative Agreement with Washington and Clackamas Counties

I. **Recommendation/Action Requested:** The Department requests approval of this three-county intergovernmental cooperative agreement.

II. **Background/Analysis:** Multnomah, Washington, and Clackamas 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 exchanged between counties. 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.

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: **9910290**

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

Amendment #: **0**

| Class I | Class II | Class III |
|---|---|---|
| [] Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [ ] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[x] Intergovernmental Agreement (IGA) Expenditure or Revenue |

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Contracts and Evaluation | Date: | July 21, 1998 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4th |
| Contact: | Barbara Timper | Phone: | 28136 | Bldg/Rm: | 166/7th |

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

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 | **Washington County** | **Clackamas County** |
| Address | **155 N First Avenue** | **998 Library Ct** |
| | **Hillsboro, OR 97124** | **Oregon City, OR 97045** |
| Phone | **648-8681** | **655-8418** |
| Employer ID# or SS# | | |
| Effective Date | **Upon Signature by all Parties** | |
| Termination Date | **Until Terminated** | |
| Original Contract Amount $ | | |
| Total Amt of Previous Amendments $ | | |
| Amount of Amendment $ | | |
| Total Amount of Agreement $ | **Cooperative Agreement** | |

Remittance Address *(If different)*

Payment Schedule / Terms
[ ] Lump Sum $ [ ] Due on Receipt
[x] Monthly $ Invoice [ ] Net 30
[ ] Other $ [ ] Other
[ ] Requirements $
Encumber [ ] Yes [ ] No

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mas | DATE 7/22/98 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dowd | DATE 7/30/98 |
| County Chair | Beverly Stein | DATE 8/13/98 |
| 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 | | | | | | | | | | | |

# INTERGOVERNEMENTAL AGREEMENT # 9910290
*BETWEEN*
# CLACKAMAS COUNTY, OREGON, MULTNOMAH COUNTY, OREGON,
AND
# WASHINGTON COUNTY, OREGON

## I. Purpose

This agreement is entered into between Clackamas County (CLACKAMAS), 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, Multnomah and Washington Counties.

B. The region shall consist of Clackamas, 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 six (6) members: the Regional Crisis Team Manager, a designated lead from each of the 3 counties, a regional coordinator from the Oregon State Office of Developmental Disabilities Services (ODDS), and a Training and Technical Assistance Worker. There shall be 3.0 FTE employed through Multnomah County: a manager, an administrative assistant, and a recruiter.

E. There will be employed through Multnomah County: Manager, Administrative Assistant, and Recruiter; and, ,

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 its current after hours crisis response services, so that providers will have access to emergency services 24 hours a day.

4. CLACKAMAS agrees to work with 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 based on the direction of the RCT for service to 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 its current after-hours crisis response services, so that providers will have access to emergency services 24 hours a day.

4. MULTNOMAH agrees to work with 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 based on the direction of the RCT for service to 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 its current after hours crisis response services, so that providers will have access to emergency services 24 hours a day.

4. WASHINGTON agrees to work with 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 based on the direction of the RCT for service to consumers.

## III. Compensation

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

## IV. Special Conditions

A. CLACKAMAS, 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 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, MULTNOMAH agrees to indemnify, defend and hold harmless CLACKAMAS, 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, 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:

Beverly Stein — August 13, 1998
County Chair or Designee — Date

Lolenzo Poe ma — 7/22/98
Director, Department of Community and Family Services or Designee — Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 8/13/98
DEB BOGSTAD
BOARD CLERK

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County

By: Katie Gaetz — 7/30/98
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

## SPEAKER SIGN UP CARDS

DATE 8-13-98

NAME Tom Slyter

ADDRESS 1906 SW Halsey

Troutdale, OR 97080

PHONE 248-3266

SPEAKING ON AGENDA ITEM NUMBER OR TOPIC ADOPT-A-ROAD R-4

GIVE TO BOARD CLERK

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## SPEAKER SIGN UP CARDS

DATE 8/13/98

NAME JIM CARLSON

ADDRESS 16350 NW JOHNSON RD

HILLSBORO, OR 97124

PHONE (503) 626-5181

SPEAKING ON AGENDA ITEM NUMBER OR TOPIC ADOPT-A-ROAD R-4

GIVE TO BOARD CLERK

MEETING DATE: AUG 13 1998
AGENDA NO: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

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# AGENDA PLACEMENT FORM

SUBJECT: Resolution implementing the Adopt-A-Road Program

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

REGULAR MEETING: DATE REQUESTED: August 13, 1998
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 83599
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution implementing the Adopt-A-Road Program

8/14/98 copies to John Dorst & Cathey Kramer

BOARD OF COUNTY COMMISSIONERS
98 AUG -5 AM 10:17
PAUL THOMAS COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Lon E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Agenda_Pl.doc/JDRJ2434 AGENDA.DOC

2/97

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

# MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry F. Nicholas, Director, DES
Harold Lasley, Transportation Director
John Dorst, Engineering Services Administrator

**TODAY'S DATE:** August 3, 1998

**REQUESTED PLACEMENT DATE:** August 13, 1998

**RE:** Resolution implementing the Adopt-A-Road Partnering Program

I. Recommendation/Action Requested:

The Transportation Division recommends approval of this Resolution.

II. Background/Analysis:

The Adopt-A-Road Program is a partnering effort with Multnomah County Transportation Division and the citizens of the community to build civic pride in a litter free Oregon. The participants in this program volunteer to remove litter along the adopted segment of roadway, up to three miles in length, for a period of three years. In addition to the litter removal, participants may also perform landscape maintenance or vandalism clean-up. The road segments will be serviced a minimum of three times a year, depending on the size of the volunteer group and the volume of the anticipated litter.

The adopting party may be a club, a business, a group of concerned citizens or an individual. The number of groups participating will be limited to 25. An adopted segment of roadway may be of the participants choosing, or one selected by the County. The safety of the participants is the primary concern of the County in determining which segments of roadway are eligible for adoption.

The departments within Multnomah County that will be participating in this program are: Maintenance, Safety, the Sign Shop, and the Department of Corrections. Multnomah County may also be participating in the Oregon Department of Transportation's recycling program.

III. Financial Impact:

The Adopt-A-Road Program will result in a financial impact to Multnomah County of $20,000 a year. This amount of funding limits the program to a maximum of 25 groups.

IV. Legal Issues:

County Council has reviewed the Adopt-A-Road Program for any legal issues.

V. Controversial Issues:

Because this is a non-funded program the number of participants must be limited.

VI. Link to Current County Policies:

The Adopt-A-Road Program is a results driven program that is based on a partnering with the community.

VII. Citizen Participation:

There have been two pilot groups that have been involved with the Adopt-A-Road Program to date. The two groups are:

Gresham Lions Club - Adopting the Burnside Corridor from 197th Ave. to 212th Ave.
The Carlson Family - Adopting Johnson Road from the Multnomah County/Washington County line to Pederson Rd.

VIII. Other Government Participation:

The Transportation Division will be administering the program. This will include participation from the Road Maintenance, Safety and Sign Sections. Corrections will also be participating in this program with litter removal.

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

**RESOLUTION No.** 98-111

Approval Recommending implementation of the Adopt-A-Road Partnering Program by the Multnomah County Board of Commissioners

The Multnomah County Board of Commissioners finds:

a. That partnering with citizens and non-profit organizations to clean up our County right-of-way will enhance the aesthetic quality of our County roads

b. The combination of public and private resources should result in cost savings to the County

c. The citizen involvement from all ages should provide the community with a positive way to relate to maintenance of the road system

d. There is a desire in the community to assist in the removal of vandalism and litter through this program

e. Programs exist in other jurisdictions to meet these needs and have been evaluated and modified to create an Adopt-A-Road Program for Multnomah County

f. Both Risk Management and County Counsel have reviewed and approved the program

g. The Transportation Division has identified resources to manage the program

The Multnomah County Board of Commissioners resolves to approve the Adopt-A-Road Program as set forth in the attached pamphlet identified as Exhibit A attached hereto and incorporated by this reference.

ADOPTED this 13th day of August 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Counsel

JDRJ2434 RESOLUTION.DOC

EXHIBIT A

# ADOPT-A-ROAD

## Partners with Multnomah County

Multnomah County, Oregon
Department of Environmental Services
Transportation Division

## Table of Contents:


**The Adopt-A-Road Packet** page 2 *white*
How do I use this packet?

**Overview** page 3 *orchid*
What is the Adopt-A-Road program?

**Objective & Definitions of Roles** page 4 *ivory*
What does the different terminology in this document mean?

**Group Applicant Responsibilities** page 5 *ivory*
What are the specific responsibilities of the participating group?

***Step 1*** **Group Application Form** page 8 *blue*
What information is initially required of the applicant?

***Step 2*** **Approved Group Registration Form** page 9 *green*
What dates may be assigned for the cleanup activity?

***Step 3*** **Group Agreement** page 10 *gray*
What does the participating group and the County agree to?

**Safety Rules** page 14 *cherry*
How does one work safely in the Right-of-Way?

**Individual Participant Release Form** page 18 *pumpkin*
What is required for each group member?

**Parental / Guardian Release Form** page 19 *yellow*
Permission form for participants younger than 18.

**Group's Active Participant Roster Form** page 20 *pink*
Log of qualified participants.

**Work Day Release Form** page 21 *salmon*
Participants log on day of work activity.

**The Purpose**

The purpose of the Adopt-A-Road packet is to inform citizen or community groups of Multnomah County's program. All information, from a general inquiry to the formal agreement of the permit, is found here. Most of the information is for the responsible individual of the group or Group Coordinators who serve as a liaison between the group and the County.

**A Road Map of the Permit Process**

All documents are labeled in the upper right hand corner of the page. The **Table of Contents** *(page 1)* and this page describes where a document is located within the packet and when to use it. The **Overview** *(page 3)* is a one page summary explanation of the Adopt-A-Road program. It can be distributed independently of the packet and can be obtained at various County offices.

The **Objectives and Definition of Roles** *(page 4)*, the **Group Applicant Responsibilities** *(pages 5 – 7)* which explains what is required of each group that participates, and the following 3 Step application process are information for the Group Coordinators.

After a group has decided to participate in the program a ***Step 1*** **Group Application Form** *(page 8)* is submitted to the County. This form documents the initial information about the group, including what road segments they may be interested in adopting. This information will be recorded into a County database.

After the group has been accepted, ***Step 2***, an **Approved Group Registration Form** *(page 9)* is completed. The final adopted road segment is listed, along with additional contact information of group coordinators, size of the work detail, and suggested work dates.

***Step 3***, the **Group Agreement** *(pages 10 – 13)* is the signed permit between the County and the Group, which lists the binding terms of the permit along with the agreed work detail dates.

**Safety Rules** *(pages 14 – 17)* are explicit instructions for all participants. Additional copies can be obtained at the Right-of-Way Permit office. It is essential that all participants read and understand this section!

The **Individual Participant Release Form** *(page 18)* must be filled out and signed by all participants. The County for the duration of the permit will keep this form, as well as all others in this packet, on file. The parents or guardian of participants that are younger than 18 years old must sign the **Parental/ Guardian Release Form** *(page 19)*.

The **Group Active Participant Roster** *(page 20)* is to be completed and filed with the County by the Group Coordinator before each work detail. Its purpose is to inform the County of who is working within the group. The **Work Day Release Form** *(page 21)* is to be signed by all participants the day of the work detail event.

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Overview**



The Multnomah County Transportation Division (hereafter referred to as the "County") Adopt-A-Road Program is an anti-litter campaign intended to build civic pride in a litter free Oregon. It allows citizens to work in partnership with the County by "adopting" a segment of roadway and agreeing to keep it clean. This program offers individuals an inexpensive way to contribute to their community and generate publicity for their efforts. Every participant in this program makes a positive impact on the appearance of the County road system and their community.

The participants may volunteer to remove litter, perform landscape maintenance or vandalism cleanup along an *adopted* segment of roadway for a minimum of three years. The assigned segments will generally be up to three miles long, depending on the size of the volunteer group and the volume of anticipated litter. The participants will service the road segment a minimum of three times a year. *Three miles - three times a year - for three years.* The segment of roadway may be of the volunteer's choosing or one selected by the County. Safety of the participants is a primary concern in determining which segment may be assigned. The limited number of designated roadways must meet the Adopt-A-Road program's criteria.

Almost anyone can participate in this program. The adopting party may be a club, a business, a group of concerned citizens or an individual. There are no costs or fees to the participants. Participants must be at least 13 years of age and in good health.

The County will erect two signs identifying the adopting individual or group, provide the necessary safety equipment and mandatory safety training, provide litterbags and removal of the filled litterbags.

Each group will designate a Primary and Secondary Group Coordinator who will act as a liaison between their group and the County. The Group Coordinator will be responsible for overseeing the group and administering the agreed upon rules to the individuals in the group.

The Right-Of-Way Permit Section will administer the Adopt-A-Road program. Applicants may apply for a permit at 2115 SE Morrison, Portland, OR 97214 *(Phone: 248-3582)*. Work schedules, distribution of County owned tools, refuse pick-up and the Road Maintenance Section will accomplish project coordination.

**Objective**

The purpose of the Adopt-A-Road program is to provide citizens of Multnomah County an opportunity to control litter and to improve the appearance of the roads in their community.

**Program in Brief**

A group (or individual) may adopt a road segment, up to three miles in length, for litter control, landscape maintenance or vandalism cleanup for three years. The group agrees to adhere to the rules and guidelines of the program and obtain a permit from the Right-Of-Way Permit Section. Variables, such as length of road segment or scope of work, will be defined within the permit. The County will furnish some equipment, but the group will also be responsible to be properly equipped (clothing, water, etc.). There are no fees to the participants. The County will pay refuse disposal cost. The group will be recognized with signs placed on the road segment for the duration of their permit.

**Definitions of Roles**

An **Applicant** is defined as the individual or group interested in adopting a segment of highway.

The **County** is the Transportation Division with the Adopt-A-Road program being administered by the Right-Of-Way Permit Section.

A **Group** is defined as including individuals, organizations, clubs, firms, or partnerships.

A **Participant** is defined as an individual or member of a group actually performing work on the road segment under this program.

The **Primary Group Coordinator** is defined as the lead individual representing the group.

The **Secondary Group Coordinator** represents the group as the alternate Group Coordinator.

The **Right-of-Way Permit Supervisor** is the County's representative who administers the applicant's permit.

The **Road Maintenance Coordinator** is the County's representative who coordinates the day to day operation of the Adopt-A-Road program.

The **Transportation Safety Specialist** is the County's representative who will assist the Group's mandatory safety training.

**Group Coordinators**

Each group shall be responsible for selecting a Primary Group Coordinator and a Secondary Group Coordinator. The Group Coordinator's responsibilities include assuring compliance by participants with all rules and guidelines as outlined in the **Group Agreement** *(pages 10 – 13)* of the Adopt-A-Road Program. They will also act as the liaison for the group with the County and sign the Adopt-A-Road agreement and Group Application form. The Group Coordinator must apply in writing to the Right-Of-Way Permit Supervisor indicating what road, or segment of road, the Group would like to "Adopt."

**Participant Responsibilities**

Each participant will be required to comply with all laws, rules and regulations as outlined in the **Group Agreement** and the **Safety Rules** *(pages 14 – 17)*. Individual participants may be excluded from participation or the permit canceled, at the discretion of the Right-of-Way Permit Supervisor or the Road Maintenance Coordinator for any violations of these sections.

**Requests for Road Adoption**

If more than one applicant requests the same segment of roadway, the Right-Of-Way Permit Supervisor may make the selection by the earliest date of application. If an applicant requests a segment of road that has already been adopted, their name will be put on an eligibility list. The current group can renew their permit if it has provided an acceptable level of service. If not, the next group on the eligibility list will be considered for that segment of road.

**Minimal Group Requirements**

Each group is required to remove litter, perform landscape maintenance or vandalism cleanup a minimum of three (3) times a year. This frequency may be modified (increased or decreased) by the County depending on the condition and appearance of the road segment. Information on the number of pick-up times per year *shall be* included in the **Approved Group Registration Form** *(page 9)*. Litter pick-up shall not be done in snow, ice, or other adverse weather conditions. Cleanup activities *shall not* be scheduled on a legal holiday, during the afternoon on the day before a legal holiday, or on holiday weekends.

**Minimal Group Requirements** *(continued)*

The Group must perform their agreed work detail one time, in a satisfactory manner, before their Adopt-A-Road Recognition Signs are installed. During the course of the agreement, if the litter removal, landscape maintenance or vandalism cleanup activity is not satisfactorily accomplished, the Group Coordinator shall be notified. The cleanup must be successfully accomplish within one month or the permit may be canceled and recognition signs removed. Only the approved Group shall pick-up litter in a road segment that has been adopted through the Adopt-A-Road program. No sub-contracting is allowed.

If landscape maintenance or vandalism cleanup is the work activity selected, the Group Coordinator and the Road Maintenance Coordinator will agree upon the scope of work and specific requirements and limitations. These specific requirements will be identified in the permit.

**Adult Supervision**

Participation by or presence at the work site of individuals under 13 years of age is not permitted. There must be one adult for every five people between the ages of 13 and 18 on the work site. Participants under the age of 18 must have a signed **Parental/Guardian Release Form** *(page 19)*. Parents or guardians must also sign the child's **Individual Participant Release Form** *(page 18)*.

**County Furnished Supplies**

Materials and work area signs furnished by the County will be obtained from and returned to the County during regular business hours. An applicant may furnish their own supplies or tools for their exclusive use. The Road Maintenance Coordinator will schedule the distribution and retrieval of County issued materials.

The County will provide the following:

- ☐ Permanently installed Adopt-A-Road group recognition signs
- ☐ Portable traffic warning signs
- ☐ Reflective safety vests
- ☐ Safety training including videos and guidelines
- ☐ Litter bags with ties
- ☐ Cleanup caddies (or grabbers)
- ☐ On site review of adopted road segment
- ☐ Maintenance personnel and equipment to pick-up filled litter bags
- ☐ Disposal of collected litter

The Group will be responsible for the care of all County issued equipment.

**Safety Training**

Training materials (such as safety training videotapes) will be obtained from the Right-Of-Way Permit Supervisor *(248-3582)*. A safety-training meeting may be conducted at the road district office with the Group Coordinator and the Transportation Safety Specialist. A safety training video may be viewed at this meeting and loaned to the group. The Group Coordinator will take the video to conduct safety training with their group. *Safety training is required before becoming a participant within the Adopt-A-Road program. It is the responsibility of the Group Coordinator to provide additional safety training once a year, and for each new participant before they work in the public road right-of-way.* Additional questions can be addressed to the Transportation Safety Specialist *(248-5084)*.

The Group Coordinator must report to the Right-Of-Way Permit Supervisor on the first business day following any injuries incurred by participants during cleanup activities. Notification shall include:

- Name of injured person
- Nature of injury
- Date and time of injury
- How the injury occurred

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Step 1**

**Group Application Form** 1/1

| Office use only |
|---|
| / / |
| Date of Application |
| / / |
| Date Received |

Name of Organization

Mailing Address City Zip

Type of Group: ☐ Profit corporation or business ☐ Non profit ☐ Individual/Family

Approximate number of people participating in each cleanup: _____.

List the segment(s) of roadway you are interested in cleaning in order of preference:

| Office use only | | | | |
|---|---|---|---|---|
| IRIS # | 1 | Road Name | From | To |
| IRIS # | 2 | Road Name | From | To |
| IRIS # | 3 | Road Name | From | To |

Segments of roadway are selected with regard to safety of participants and are assigned on a first come, first served basis. If the segments your group has selected are not available, the County will suggest other alternatives.

Name of Primary Group Coordinator *(print or type)* Day Phone

Group's Title (*President, Secretary, etc.*)

Mailing Address City Zip

Return this application to:

**ADOPT-A-ROAD PERMIT**
**Multnomah County Right-Of-Way**
**2115 SE Morrison Street**
**Portland, OR 97214**

| Group # | Office use only | IRIS Road # |
|---|---|---|
| | | |

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Step 2**
**Approved Group Registration Form** 1/1

*To be completed by the County*

Group's Name: _____

Assigned Road or Street: Name: _____

From: _____ To: _____

Length of Road Segment: _____

Description of Agreed Work: ☐ Litter Removal ☐ Other _____
*(Check all that apply)* ☐ Landscape Maintenance ☐ Vandalism Cleanup

Primary Group Coordinator: _____

Day Phone Number: _____

Home / Weekend Phone Number: _____

Other Phone Number(s) *{cell, message…}*: _____

Fax Number: _____

E-mail Address: _____

Secondary Group Coordinator: _____

Day Phone Number: _____

Home / Weekend Phone Number: _____

How many litter cleanup caddies (or grabbers) and safety vests do you need? _____

List requested seasonal work dates below *(no holiday weekends)*: Final approved dates will be recorded within the **Group Agreement** *(page 13)*.

| | 3 Primary Choices | 3 Secondary Choices |
|---|---|---|
| March - May | 1. _____ | _____ |
| June - August. | 2. _____ | _____ |
| Sept. - Nov. | 3. _____ | _____ |

| Group # | *Office use only* | IRIS Road # |
|---|---|---|
| | | |

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Group Agreement**



## Terms of the Agreement

This Agreement is made and entered into between Multnomah County, hereinafter called the **County**, and _____, hereinafter called the **Group**.
*(Group's name completed by the County)*

The County does hereby authorize the Group to participate in the Adopt-A-Road Program by picking up litter, performing landscape maintenance, or vandalism cleanup within the assigned segment of roadway, in accordance with the following terms and conditions:

**The Group Does Hereby Agree:**

To maintain the appearance of a designated Right-of-Way road segment for three years.

To pick-up litter, perform landscape maintenance or vandalism cleanup no less than the number of times per year as reflected in the agreed scheduled listed below *(page 13)*. Additional cleanups shall be done as necessary to maintain a neat appearance. The Right-of-Way Permit Supervisor, the Road Maintenance Coordinator and the Primary Group Coordinator shall agree upon the final work schedule.

To conduct cleanup activities in a safe manner and abide by conditions as may be required by the County for the safety of the participants. Safety of participants is the number one priority of the program.

To assign a Primary Group Coordinator or Secondary Group Coordinator to each cleanup crew. The Coordinators shall have a copy of this agreement with them during the cleanup activity.

That no more than four (4) vehicles are parked on the road shoulder within the assigned area during a cleanup activity.

That all participants wear a safety vest furnished by the County during cleanup activities. No more than 25 people shall participate in a cleanup activity at any one time.

That participants shall be 13 years of age or older. The Group shall furnish one adult supervisor (age 21 or older) for every five (5) participants between the ages of 13 and 18 participating in the cleanup activity.

**The Group Does Hereby Agree:** *(continued)*

That participants shall receive safety training utilizing materials and training aids provided by the County before participating in a roadside cleanup.

That participants shall abide by all regulations as stated in the **Safety Rules** *(pages 14 – 17)*.

That no participant will participate in a cleanup activity unless all required forms have been signed and delivered to the Right-Of-Way Permit Supervisor.

The Group Coordinator shall be responsible for distributing all training materials to the Group's Individual Participants. The Group Coordinator shall be responsible for collecting the signed **Individual Participant Release Form** *(page 18)* and the **Parental/Guardian Release Form** *(page 19)* from the participating group members. All release forms must be submitted to the Right-Of-Way Permit Supervisor seven calendar days before the scheduled cleanup activity, along with a **Group's Participant Roster Form** *(page 20)*. Copies of these forms must be available at the cleanup site.

The Group Coordinator shall notify the Right-Of-Way Permit Supervisor, *(Phone 248-3582)* of any emergency within the County road Right-Of-Way. Group Participants finding anything that is hazardous or suspected of being hazardous (as described in the **Safety Rules**) shall not touch it, but take appropriate precautions for disposal by the proper authorities.

The Group Coordinator shall provide the Right-of-Way Permit Supervisor the completed **Work Day Release Form** *(page 21)*, {roster of the individuals the day of the cleanup activity} within seven calendar days following the cleanup activity.

The Group Coordinator shall be responsible for all County issued equipment.

It is recommended that at least one person with a valid First-Aid Card be present during cleanup activities.

Recycling is an accepted and encouraged activity. Recyclable items collected by participants may be removed from the site at the option of the Group. Profits from the sale of recyclable items shall belong to the Group.

The applicant may cancel the permit with 30 days written notice to the County.

**The County Does Hereby Agree:**

To furnish and install two Adopt-A-Road signs with the Group name or acronym displayed at the assigned cleanup area.

To furnish the Group litterbags, **Volunteer Litter Crew Ahead** advanced warning signs and stands, cleanup caddies (grabbers), and safety vests for participants' use during cleanup activities.

To remove all filled litterbags from the road shoulder.

To assist the Group in cleaning up litter if necessary (i.e., when large, heavy, or dangerous items are found).

To monitor and log the effectiveness of the group's performance.

To provide safety materials and training aids to the Group's Coordinator for use in training participants.

The County may temporarily suspend work under this agreement due to construction within the limits of the assigned cleanup area. Once the construction activities have been completed the Group will be notified and the agreement reactivated.

The County may cancel a permit for any reason including but not limited to, safety considerations concerning highway operations, and failure of the applicant or its participants to comply with provisions of the permit. Notification of a canceled permit will be made in writing.

This program may be altered, modified in scope, or terminated at the discretion of the Director of Environmental Services. Such alteration of the program will apply to all permits issued prior to such date unless otherwise specified.

The terms of this agreement shall commence on the date of execution (date of the signed permit by the Right-of-Way Supervisor), and shall end on the date of termination (usually 3 years from the issued permit date) unless earlier terminated in accordance with this agreement. Upon termination of this agreement, the Adopt-A-Road signs will be removed and shall remain the property of the County. A renewal of the permit must be accompanied with a new signed **Group Application Form** *(page 8)*, **Approved Group Registration Form** *(page 9)*, **Group Agreement** *(pages 10 - 13)* and all release forms found within this packet.

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Step 3**

**Group Agreement**

4/4

## Agreed 3 Year Work Schedule *(To be completed by the County)*

| | 1st Year | 2nd Year | 3rd Year |
|---|---|---|---|
| | *Year:*_____ | *Year:*_____ | *Year:*_____ |
| *Seasonal Cleanup Dates (record month and day):* | | | |
| 1 March - May: | | | |
| 2 June - August: | | | |
| 3 Sept. - Nov.: | | | |
| *Additional Cleanup Dates If Needed:* | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

Organization's name or acronym as it is to appear on the recognition signs:_____
*(please print)*

Group Coordinator 's Name and Title:_____
*(please print)*

Group Coordinator 's Signature:_____ Date:___/___/___

Right-of-Way Permit Supervisor Signature:_____ Begin Contract Date:___/___/___

❒ Renewal

| Group # | Office use only | IRIS Road # |
|---|---|---|
| | | |

*Safety and Well-being are Multnomah County's Greatest Concern As You Work On the Roadside!*

***Alcoholic beverages and Drugs are prohibited. Any participant that is under or suspected of being under the influence of Alcohol or Drugs shall be removed from the work-site immediately!***

**Clothing** Appropriate clothing and footwear shall be worn to protect your body from physical hazards and seasonal weather conditions.

Safety vests provided by the County will be worn at all times when you are outside the transport vehicle within the right-of-way.

Each participant shall have in their possession and use a pair of gloves to reduce the possibility of contamination.

**Working in Traffic** Groups shall only pick-up litter from one side of the road at any given time. Groups shall not enter a paved or unpaved median or a traffic lane or ramp at any time to remove litter.

Participants shall walk and work in a direction conducive to their safety. On narrow roadsides, they shall walk and work in the direction facing oncoming traffic.

**Signs** "Volunteer Litter Crew Ahead" signs shall be used at all times to alert motorists that your group is present. No participant should be more than a half mile from the nearest sign. Signs shall be taken down or turned around if your group is on an extended break or lunch.

**Vehicle Operation** Care shall be taken to minimize the number of vehicles used to transport participants to the cleanup site.

Seat belts for all occupants shall be provided and used any time a vehicle is in motion, transporting your group and equipment. Vehicles should be in proper working order and at least one of them shall contain drinking water, a first-aid kit, and a fire extinguisher.

**Safe Parking** Vehicles shall be parked in a safe place as far to the right of the fog-line (or edge of pavement) as possible. *Use good judgment*! Emergency hazard lights shall be employed when vehicles are temporarily stopped or parked on road shoulders.

**Safe Driving Rules**

1. Always be courteous.
2. Obey all laws.
3. Stay alert for potential accident situations.
4. Use the two-second rule to provide a safe distance when following another vehicle.
5. Proceed cautiously through intersections.
6. Be extremely careful when backing-up a vehicle. As much as possible, park so that backing-up is unnecessary. Consider every available alternative prior to putting vehicle in reverse.
7. Back-up slowly. Do not back-up for long distances or around corners. Get out to see if the way is clear and/or use a spotter. Honk horn twice before backing-up.
8. Keep windows clean and unobstructed.
9. Make turn-arounds and legal U-turns in safe places. Be sure there is adequate sight distance in all directions.
10. Keep interiors of vehicles clean and free of debris.

**Accident and Incident Reporting**

Report to the appropriate law enforcement agency immediately all incidents that normally require notification. Information and documentation of all accidents and/or incidents shall be reported on the first business day after the occurrence to the Right-Of-Way Permit Supervisor. Participants should work in view of at least one other person at all times.

Found items having a value of over $25 are to be turned in to the County or to the appropriate law enforcement agency.

**First Aid** Each group shall have at least one First-Aid Kit. Each group should have at least one person present who is certified in First Aid. In case of emergency, each group shall keep a log on hand, which includes each participant's name, social security number, and medical coverage. Each driver shall know where the closest hospitals are and which routes to use to reach them.

**Infection Control** Precautionary measures shall be taken to prevent exposure to infectious diseases such as hepatitis. Basic measures include the wearing of gloves, washing hands before eating, and avoiding contamination of eyes and open cuts, scratches, sores, and rashes.

Possible sources of contamination may include disposable diapers, hypodermic needles, spoiled food, and dead animals. All bio-hazardous materials including medical wastes, spoiled food, and dead animals shall be left untouched and in place. Only diapers, which have decomposed, shall be picked up with litter. The Group Coordinator will notify the County of any found Public Health Hazards.

**Hazardous Substances** Items that are suspected of containing hazardous chemicals shall be left untouched and in place, and reported to the County or the proper Authorities as soon as possible. Some of these substances may be in containers with identifying labels. Key words to look for on labels are **CAUTION**, **WARNING**, and **DANGER**. Other substances may be unknown and transferred to identifiable containers such as milk jugs or bleach bottles. ***Use Common Sense!*** If in doubt, ***Back Off! Do Not Handle or Attempt To Move These Materials***.

Possible materials of this type include fertilizer, flammable solvents, concentrated herbicides, insecticides or by-products of amphetamine or other drug laboratories.

All hazardous substances and medical wastes (needles) shall be marked for County removal.

**Collection of Litter or Landscape Debris** Litterbags or landscape debris bags shall be filled to capacity taking care not to overload them. A completely filled bag can weigh between 5 to 30 pounds depending on the type and density of the materials. Cardboard, which has been broken down, can serve as a liner between the litter and the polyethylene bag. The cardboard may prevent bodily injury due to the penetration of sharp objects from the bag. All glass should be placed as much to the center of the bag as possible.

**Collection of Litter Or Landscape Debris** *(continued)*

Litterbags or landscape debris shall never be slung over one's back, but carried slightly away to one's side. Litterbags are not to be placed on the paved shoulders or near traffic lanes as they usually end up being moved by the wind and hit by traffic. They can be placed under guardrails, slightly behind a curb as opposed to in the gutter, against a signpost, or possibly weighted down with other heavier bags or materials to keep them in place. Bags should be grouped in piles when possible. Larger items can be grouped with trash bags in piles.

**Cleanup Caddies (Grapplers)**

The County will offer litter devices known as Cleanup Caddies (or grabbers) on a limited basis. They should not be used on materials whose weight is more than one pound nor should they be forced into the ground when not in use. Materials weighing more than a pound should be handled by hand.

**Miscellaneous Rules**

Good hearing, eyesight, and reaction time are paramount when working on the roadside. The use of "Walkman" type electronic devices is forbidden. Participants shall be mentally alert and physically prepared for uneven ground, slippery and unstable areas, and for climbing and descending gradual slopes. Climbing steep slopes or grades is prohibited.

Groups shall stay well clear of maintenance and/or construction projects. Litter pick-up in and around tunnel areas or on bridges is forbidden. Litter pick-up shall be suspended during hazardous weather conditions or when poor lighting conditions exist.

Participants should stay in view of at least one other person at all times. If a stranger acts with inappropriate behavior, immediately contact a team member, group leader or law enforcement.

**Necessary Forms on the Work Site**

The Group Coordinator shall have the permit in their possession:

- ❑ a copy of the entire **Adopt-A-Road packet**,
- ❑ copies of the **Individual Participant Release Form** *(page 18)* for each participant,
- ❑ copies of the **Parental/Guardian Release Form** *(page 19)* for participants under 18 years old,
- ❑ the **Work Day Release Form** *(page 21)*,
- ❑ a copy of the **Group's Active Participant Log** *(page 20)*.

*By participating in this project, you are representing the citizens of Multnomah County. Your behavior and actions should reflect the highest standards of citizenship!*

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Individual Participant Release Form**



## TO BE SIGNED BY ALL PARTICIPANTS *(INCLUDING THOSE UNDER THE AGE OF 18)*

| | | | |
|---|---|---|---|
| Name of Organization | | | |
| Name of participant (print or type) | | Social Security Number | |
| Address | City | Zip | Telephone Number |
| Person to notify in case of emergency | | Relationship | |
| Address | City | Zip | Telephone Number |

The Transportation Division's Adopt-A-Road Program is for volunteers that donate their time to help keep Multnomah County's Road Rights-Of-Way clean and clear of debris. Participants are advised that working adjacent to a road can be hazardous, and that they must exercise due care in performing litter pick-up activities. Participants must receive safety training utilizing training aids furnished by the County prior to participating in any cleanup activity. Participants must wear the safety vest furnished by the County and appropriate protective clothing during cleanup activities. *Participants must obey the **Safety Rules** (pages 14 – 17) at all times!*

By signature below I verify that I am a volunteer, 13 years of age or older, have viewed the Adopt-A-Road Safety Video, and read the **Safety Rules**. I also understand the rights, responsibilities, and privileges of participation in the Adopt-A-Road Program. I agree to release and hold harmless Multnomah County and its officers, agents and employees, from any liability for any damages or injury arising out of or resulting from my participation in this program or working within the public road right-of-way.

| | |
|---|---|
| Signature of Participant | Date |
| Signature of Parent or Guardian if Participant is under the age of 18 years | Date |

Age if less than 18:_____

*Office use only*

Date of signed Parental/Guardian Release Form:_____

Group Coordinator's Signature:_____ Date:_____

| Group # | *Office use only* | IRIS Road # |
|---|---|---|
| | | |

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Parental/Guardian Release Form**



## TO BE COMPLETED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE

Group Name: _____

Child's Name: _____ Age: _____

By signature below I certify that my child is 13 years of age or older and has my full permission to participate in Multnomah County's Adopt-A-Road program. I have read and understand the **Safety Rules** *(pages 14 – 17)* which explain the rules and responsibilities of participants in the program. My child has also read and understands the **Safety Rules**. I understand the rights, responsibilities, and privileges of participation in the Adopt-A-Road program. I release Multnomah County, its officers, agents and employees from liability for any damages or injury arising out of or resulting in anyway from my child's participation in this program or working within the public road right-of-way. Further, I understand, and agree that the group and not Multnomah County will provide parental supervision.

**I have read, and fully understand and agree to the terms of this release.**

*Please Print*
Parent's/Guardian's Name: _____

Parent's/Guardian's Signature: _____ Date: _____

Relationship to child: _____

Group Coordinator's Signature: _____ Date: _____

| Group # | *Office use only* | IRIS Road # |
|---|---|---|
| | | |

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Group's Active Participant Roster**



**TO BE FILED BY THE GROUP COORDINATOR**

Date _____ Location _____ Group _____

The Group Coordinator must complete and file the roster seven days before each work event. Each participant must receive safety training at least once a year. Check (✓) the box if the **Individual Participant Release Form** *(page 18)* is on file. If the participant is younger than 18 years old, the **Parental/Guardian Release Form** *(page 19)* also must be on file and checked.

| | *Participant's Name* (print or type) *Last* *First* | *Last Safety Instruction Date* | **Participant Release Form** *on file* | **Parental / Guardian Release Form** *on file* |
|---|---|---|---|---|
| 1. | | | ☐ | ○ |
| 2. | | | ☐ | ○ |
| 3. | | | ☐ | ○ |
| 4. | | | ☐ | ○ |
| 5. | | | ☐ | ○ |
| 6. | | | ☐ | ○ |
| 7. | | | ☐ | ○ |
| 8. | | | ☐ | ○ |
| 9. | | | ☐ | ○ |
| 10. | | | ☐ | ○ |

*Use additional forms if needed.* *Please file with the County no later than 7 days before the work activity.*

Group Coordinator's Signature:_____ Date:_____

| Group # | *Office use only* | IRIS Road # |
|---|---|---|
| | | |

# ADOPT-A-ROAD

**Partners with Multnomah County**

**Work Day Release Form**

1/1

Date _____ Location _____ Group _____

**TO BE SIGNED BY ALL PARTICIPANTS THE DAY OF WORK ACTIVITY BEFORE WORK BEGINS**

By signature below, I hereby release Multnomah County from any and all responsibility for any accident or injury that I might incur while participating in Multnomah County's Adopt-A-Road program. I also understand the rights, responsibilities, and privileges of participating in the Adopt-A-Road program. I agree to hold harmless and indemnify Multnomah County, its officers, agents and employees from liability for any damages or injury arising out of or resulting in any way from my participation in this program or working within the public road right-of-way.

*Group Coordinator:* Check the ❑ (box) if the participant's **Individual Participant Release Form** *(page 18)* is on file. If required, check the ○ (circle) if the participant's (ages 13 -17) **Parental/Guardian Release Form** *(page 19)* is on file.

| | *Please Print Full Name* | *Signature* | *Date* | ✓ | ✓ |
|---|---|---|---|---|---|
| 1. | | | | ❑ | ○ |
| 2. | | | | ❑ | ○ |
| 3. | | | | ❑ | ○ |
| 4. | | | | ❑ | ○ |
| 5. | | | | ❑ | ○ |
| 6. | | | | ❑ | ○ |
| 7. | | | | ❑ | ○ |
| 8. | | | | ❑ | ○ |
| 9. | | | | ❑ | ○ |
| 10. | | | | ❑ | ○ |

*Use additional forms if needed.* *Please file with the County no later than 7 days after the work activity.*

Group Coordinator's Signature:_____ Date:_____

| Group # | *Office use only* | IRIS Road # |
|---|---|---|
| | | |

Meeting Date: JUL 14 1998 JUL 30 1998 R-9 10:40
Agenda No: A-7
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY) AUG 13 1998 R-5 9:50

## AGENDA PLACEMENT FORM

**SUBJECT:** A **DeNovo Hearing** before the Board of County Commissioners regarding the Hearings Officer's decision on **CU 4-98 & HV 7-98.**

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

**REGULAR MEETING** Date Requested: July 14, 1998
Amt. of Time Needed: 1 hour

**DEPARTMENT:** DES **DIVISION:** Transportation & Land Use Planning
**CONTACT:** Chuck Beasley **TELEPHONE:** 248-3043
**BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Chuck Beasley / Liz Fancher

### ACTION REQUESTED

[ ] Informational Only [ ] Policy Direction [ x ] Approval [ ] Other

### SUGGESTED AGENDA TITLE

DeNovo Hearing before the Board of County Commissioners regarding an appeal of the Hearings Officer's decision **approving** CU 4-98 & HV 7-98 with modifications to condition number 3 to require the applicant to comply with private road standards of MCC 11.15.2074 (D)

### SIGNATURES REQUIRED

**Elected Official:** _____

**or**

**Department Manager:** KB Lauri E. Nicholas

98 JUL -8 PM 2:51
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY

**BOARD HEARING OF July 14, 1998**

**TIME 9:30am**

**CASE NAME:** Andre Protassy

**NUMBER: CU 4-98, HV 7-98**

**Action Requested of Board**

- ☐ Affirm Hearings Officer Dec.
- ☐ Hearing/Rehearing

Scope of Review

- ☐ On the record
- ☒ De Novo
- ☐ New information allowed

1. **Applicant Name/Address**

   Andre Protassy
   12120 SW Boones Ferry Rd.
   Portland, OR 97219

   **Owner:**
   Andre Protassy

2. **Action Requested by Applicant:** Conditional Use approval to modify a condition of approval imposed in case number CU 12-96, which approved a new dwelling in the Commercial Forest Use (CFU) district. The condition requires compliance with the private road standards of the CFU, which include a 20' wide improved road width and other standards. The applicant is also requesting immediate Building Permit approval. The variance request is to allow the minimum road width of 20' to be reduced to 16.'

3. **Planning Staff Recommendation**

   Approve in part, the Conditional Use request CU 4-98. The request is for modification of Conditions of Approval for CU 12-96 which require that the applicant demonstrate compliance with the private road standards of MCC 11.15.2074(D), and to direct or require staff to approve the Building Permit immediately. Approval of his variance request, HV 7-98, and subsequent construction of the road to the revised road width, will satisfy MCC .2074(2) and (7). If the variance is approved, staff recommends approval of the request to modify condition #3 of CU 12-96 accordingly. Staff recommends against approval of the Building Permit until the approved road is either in place, or until assurance of timely construction is made.

   The staff recommendation to the Hearings Officer was to approve an alternative variance. The applicant's requested variance is to reduce the private road width requirement of .2074(D)(2) from 20' to 16'. The applicant did not demonstrate that a practical difficulty exists for the first approximately 170' of road, therefore staff recommended approval of an alternative variance. This variance would allow the improved road width to be reduced to 16' and would require improvement of one 40' long section to the full 20' width to provide a turnout as required in .2074(D).

4. **Hearings Officer Decision**

   The Hearings Officer modified Condition of Approval #3 of CU 12-96 to require that the applicant comply with the private road construction standards of MCC 11.15.2074(D), except as modified by the approved variance.

The Hearings Officer denied the requested road width reduction for the first 170' of roadway, and approved a variance to reduce the width for the remainder of the road from 20' to 18'. A condition is imposed that requires that the applicant obtain a Grading and Erosion Control permit for the road work and drainage improvements.

**5. If recommendation and decision are different, why?**

The staff recommendation and Hearings Officer decision are essentially the same for the Conditional Use request. The Hearings Officer found that she does not have the authority under the code to direct staff to approve the Building Permit.

The Hearings Officer agreed with staff that the applicant did not demonstrate justification of a variance for the east 170' of the roadway. The Hearings Officer found that the applicant should build the rest of the road to the maximum width possible in order to protect public safety, and that since the existing utility poles along the north side of the road would need to be moved to construct the requested 16' wide road, that the road should be widened further. The Hearings Officer decision to widen the road beyond the staff recommendation is based on new information submitted at the hearing.

**ISSUES**
*(who raised them?)*

**6. The following issues were raised:**

Staff accepted the applicant's argument that the walnut trees on the south side of the road, and the utility poles on the north side of the road, could be found to be a "practical difficulty" as required for consideration of a variance. The trees did not exist along the first 184' of the road when application was made, therefore staff found that a variance was not justified along that portion of the road. The applicant submitted evidence during the hearings process which showed that the utility poles along the north side would need to be moved in order to widen the road to the requested 16' width. Therefore, there is no practical difficulty to widening the road on the north to the widest allowed within the 30' easement.

The applicant raised an issue that since the road had been approved for a reduction in width from 20' to 16' in a past land use action, and since the road has not been built, he should not be required to meet the ordinance requirements applicable to his application. The Hearings Officer found that the earlier reduction in road width was for a different applicant, was to a different legal standard, and does not in any way justify a variance to the CFU zone standard that applies here

**7. Do any of these issues have policy implications? Explain:**

No.

| ISSUE | CODE REQUIREMENT | WHO RAISED ISSUE? | HEARINGS OFFICER DECISION | STAFF CONCERNS/ COMMENTS | RECOMMENDATION |
|---|---|---|---|---|---|
| 1. Practical Difficulty (need for variance) | **MCC .8505(A): The Approval Authority may authorize a variance from the requirements of this chapter only when there are practical difficulties in the application of the Chapter.** | Hearings Officer/ Staff.<br><br>Requires a finding that a practical difficulty exists to constructing the road to the full 20' width required by the ordinance. | The applicant cited mature walnut trees along south side of road and utility poles on north side of road were the practical difficulties claimed by the applicant.<br><br>Mature walnut trees and poles do not exist along the first 170' of the road, the small trees planted along the road in April of 1998 are a self-created hardship and could have ( and still can ) be planted elsewhere, therefore, no practical difficulty was shown for this area.<br><br>The poles on north side need to be moved to construct the 16' wide road which is the width asked for in the variance. | Agrees with Hearings Officer. | Adopt Hearings Officer decision. |

| ISSUE | CODE REQUIREMENT | WHO RAISED ISSUE? | HEARINGS OFFICER DECISION | STAFF CONCERNS/ COMMENTS | RECOMMENDATION |
|---|---|---|---|---|---|
| 2. Road width reduction already approved for Camp Angelos, Protassy should not be required to meet. | **MCC .2074(D): A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:**<br><br>**(2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway.** | Applicant | Variance from one legal standard does not, in any way, justify a variance from another legal standard. | Agrees with Hearings Officer. The camp received a road width reduction to the 20' width required by the Off-Street Parking standard of MCC .6128 in October of 1993, to implement a CS use approved in March, 1992. The CFU road standards became effective for applications received 30 days after Dec. 8, 1992, when the standards were adopted. The road width standards of the CFU zone were not applied to the Design Review decision for the camp because the use decision was made in March 1992, prior to the effective date of the new standards. | Adopt Hearings Officer decision. |

| ISSUE | CODE REQUIREMENT | WHO RAISED ISSUE? | HEARINGS OFFICER DECISION | STAFF CONCERNS/ COMMENTS | RECOMMENDATION |
|---|---|---|---|---|---|
| 3. The road has already been approved as is by fire district | Same as in 2. above. | Applicant | Response received from District in response to applicant's dwelling does not explain why a private roadway that does not meet the CFU code requirements listed on the comment sheet, carries out the safety concerns that the standards were adopted to address. | Agrees with Hearings Officer.<br><br>The road width standards adopted by the County in late 1992 are the same as the standards recommended by the Oregon Department of Forestry in the statewide publication "Fire Safety Design Standards for Roads."<br><br>As county code requirements, the adopted standards are legal standards. HB 3508 specifies that when a local government adopts road width standards, those standards supersede standards in the fire code. In this case, the county standard for road width is the same as the state fire code for roads which access three or more dwellings e.g. 20'. | Adopt Hearings Officer decision. |

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

11# 530.00
ZONING 530.00
TOTAL 530.00
0000-0[illegible]1 6/19/98
8221 D[illegible]RRIC11:12AM

# NOTICE OF REVIEW

1. Name: PROTASSY (*Last*), _____ (*Middle*), Andre (*First*)
2. Address: 12120 SW Boones Ferry (*Street or Box*), Rd. Portland (*City*), OR. 97219 (*State and Zip Code*)
3. Telephone: ( 503 ) 245 - 5569
4. If serving as a representative of other persons, list their names and addresses:

5. What is the decision you wish reviewed (*e.g.*, denial of a zone change, approval of a subdivision, *etc.*)?
   Hearings Officer Decision
   CU 4-98 and HV 7-98
6. The decision was announced by the Hearing Officer on June 7, 19 98
7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?
   As an owner of 32152 SE Stevens Road
   TL 44 of Section 8, T1S, R4E

8. Grounds for Reversal of Decision (*use additional sheets if necessary*):

Grounds will be presented before or at the hearing

9. Scope of Review *(Check One)*:

(a) ☐ On the Record

(b) ☐ On the Record plus Additional Testimony and Evidence

(c) [X] *De Novo* (*i.e.*, Full Rehearing)

10. **If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence** (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.

Grounds will be presented before or at the hearing

Misrepresentation, misleading, violating my civil rights. Using personal reasons from staff to deny most of the things I applied for.

Signed: [signature] Date: June 19, 1998

**For Staff Use Only**

Fee:

Notice of Review = ~~$500.00~~ 530.00

Received by: _____ Date: _____ Case No. _____

Friday, June 19, 1998

Grounds For Reversal of Decision:

The decision is unconstitutional, depriving me of protections and of rights that are granted to others. Making me build a road bigger than the one the County already approved creates an unnecessary impact. The findings are insufficient to support the decision because they failed to indicate the basis for the decision. The decision is not supported by substantial evidence in the whole record. The decision is flawed by procedural errors that prejudice my substantial rights. The decision improperly construes the applicable law ORS 197835.

The requirement for the road ignored evidence that creation of the road would cost hardship on me. It is unnecessary to meet fire and police standards and is in violation of conservation and environmental protection policies.

It is my contention that the Hearings Officer decision should be reversed because the Hearings Officer exceeded her jurisdiction by imposing staff personal rather than legal standards in her analysis. The Hearings Officer decision is not based upon substantial evidence in the record.

The locations and width of the road were suggested by County staff, but no evidence is in the record that they are superior to or even equivalent to the one chosen by me, the applicant.

As the Hearings Officer recognized the road used to access my dwelling continues beyond the subject parcel of the property. There is substantial and un rebutted evidence in the record that the road will exist regardless of the future use of the site for my dwelling.

Respectfully,

Andre Protassy

MULTNOMAH COUNTY
PLANNING SECTION
98 JUN 19 PM 3:32
RECEIVED

MULTNOMAH COUNTY

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

# MEMORANDUM

**To:** Board of County Commissioners

**From:** Chuck Beasley

**Date:** July 7, 1998

**Re:** Timeline of Protassy Zoning Violation Resolution

---

Below is a timeline of events which relate to processing of the permits needed to resolve this zoning violation. This is included because of the extended time we have been working to help Mr. Protassy meet the legal requirements for the dwelling constructed without permits.

**Conditional Use CU 12-96, Major Variance HV 18-96, Significant Environmental Concern SEC 27-96**

| | |
|---|---|
| 11/2/95 | Notice of Zoning Violation |
| 5/6/96 | Pre-Application conference to legalize dwelling (held by Barry Manning). Pre-app submitted 4/17/96. |
| 11/12/96 | Application materials received for CU 12-96, HV 18-96, and SEC 27-96. The CU is for the forest dwelling, the HV for a major variance to front and side yard setbacks, the SEC is the general Sandy River application. |
| 12/9/96 | Notice of incomplete application mailed. |
| 4/18/97 | Submittal by applicant of a portion of the requested information. |
| 4/24/97 | Second incomplete letter mailed. |
| 5/12/97 | Second submittal by applicant. |
| 6/22/97 | Notification to applicant that application is complete as of 5/12/97. |
| 7/16/97 | First Hearings Officer hearing. Staff recommends denial on all three applications, primarily because the applicant did not demonstrate compliance with one or more |

approval criteria. Applicant requests and is granted 7 days to submit additional evidence.

7/18/97 Statement from Hearings Officer including her list of information lacking in the application and includes questions the applicant needs to answer.

7/22/97 Letter from Paul Norr, waiving the 120 days, requesting that the Hearings Officer hold the record open until 9/24/97 in order to submitt additional evidence in support of the application.

7/28/97 Hearings Officer grants request to extended period for open record.

9/24/97 Supplement to the record received from Paul Norr. (Record closed 10/1/97)

11/18/97 Hearings Officer decision signed. (Decision mailed to parties on 11/21/97.)

12/4/97 Decision approved on Consent Calendar by BOC.

**Design Review DR 14-97**

12/26/97 Application materials received for Design Review.

1/7/98 Notification of incomplete application letter mailed.

1/9/98 Follow up incomplete letter, confirmation that road does not meet improvement standards of MCC .2074(D).

1/13/98 Submittal by applicant, agrees to widen road 4' on his (south) side. This is the same side on which the trees are located.

1/26/98 Submittal by applicant, includes revised section pertaining to road and omits the agreement to widen the road.

1/30/98 Notice of complete application after receipt of Geotech report. States that needed road improvements do not have to be addressed again in Design Review application, states that road improvements need to be done prior to county approval of the Building Permit. Advises that if additional time is needed to complete the road, and/or if he wants to apply for a variance to the road width standard, he should immediately apply for a Modification of Condition and Variance. Letter warns that if he fails to comply with the conditions and timelines of the CU it will void.

2/10/98 Design Review application approved.

**Conditional Use CU 4-98, Variance HV 7-98**

4/9/98 Initial submittal by applicant for Modification of Condition CU 4-98 and HV 7-98.

4/15/98 Incomplete letter. Needs to address quasi-judicial policies. Hearing is scheduled for 5/6/98.

4/21/98 Submittal by applicant of a portion of the requested information.

4/27/98 Submittal by applicant of balance of requested information.

5/6/98 Hearing. Staff recommends alternate variance. New information regarding location of the utility poles in relation to the existing easement and mature Walnut trees, and information that new trees have been planted along the east 170' of roadway, is placed into the record by the applicant. The record held open until May 22, 1998 to allow applicant additional time to submit testimony and argument.

6/7/98 Decision signed by Hearings Officer. Appeal period ends June 22, 1998.

6/19/98 Notice of Review filed and fee paid.

MULTNOMAH COUNTY

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

**To:** Multnomah County Board of Commissioners

**From:** Chuck Beasley CB

**Date:** July 7, 1998

**Re:** Cu 4-98 and HV 7-98 Addition to Record

---

Attached are three documents for the record of this case. The first is a summary of the decision and comments from the Hearings Officer. This is a concise description of the case and the legal basis for the decision, and also contains her thoughts about some of the issues raised in Mr. Protassy's Notice of Review.

The second is a letter from the applicant dated January 13, 1998, which was submitted in response to correspondence from staff on the administrative Design Review application DR 14-97. Staff had sent Mr. Protassy a letter stating that the road did not meet the road width standards of MCC .2074(D)(2) as required in the Conditional Use approval CU 12-96. The attached letter applies to this case in that the last sentence contains a statement that he will widen the road 4' on his side (the south side) in order to meet the applicable standard. In a subsequent submittal, Mr. Protassy omits the promise to widen the road, and staff included the later letter in the record of DR 14-97. This letter was not before the Hearings Officer in the current case, CU 4-98 and HV 7-98.

The third document is a letter dated July 6, 1997, to Mr. Protassy, informing him that the time allowed for him to meet the conditions of approval of CU 4-98 has elapsed, but that we are offering another opportunity for him to comply. The letter lays our three steps he can take in order to keep his Conditional Use permit valid, and to resolve his zoning violation.

RECEIVED
JUL 6 1998
BY:

**BEFORE THE BOARD OF COMMISSIONERS**

**OF MULTNOMAH COUNTY, OREGON**

| | |
|---|---|
| **Case File:** | Conditional Use CU 4-98<br>Minor Variance HV 7-98 |
| **Matter:** | Appeal of partial approval of CU 4-98 and HV 7-98 re road width standards of the CFU zone |
| **Location:** | 32152 SE Stevens Road |
| **Property Description:** | TL '44' of Section 8, T1S, R4E |
| **Zoning:** | CFU, Commercial Forest Use<br>SEC, Significant Environmental Concern |
| **Applicant/Owner:** | Andre Protassy |
| **Hearings Officer:** | Liz Fancher |

## SUMMARY OF HEARINGS OFFICER'S DECISION AND COMMENTS

### Construction of Dwelling without Permits

The Protassy residence was damaged by fire many years ago. More than one year following the date of the fire, Mr. Protassy built a new home on his property without receiving building permit, septic permit or land use permit approval.

### Conditional Use Approval

In 1996, the County required Mr. Protassy to seek conditional use approval for a dwelling in a forest zone for his illegally constructed dwelling. The east side of the Protassy property adjoins the end of Stevens Road. The home is located on the west side of the Protassy property and is reached by driving a distance of more than 500'over a private road. In the conditional use application, Mr. Protassy stated that the private road was 20' wide and, therefore, met CFU zone standards that require a 20' wide road for the Protassy property.

The Hearings Officer approved Mr. Protassy's conditional use permit in 1997 subject to proof of compliance with the road standards of the CFU zone, including the 20' wide roadway requirement. Mr. Protassy did not appeal the Hearings Officer's decision and that decision became final.

**Compliance Problems**

Following conditional use approval, it was determined that the private roadway that serves the Protassy residence does not meet County road standards as it is only 10' to 14' wide. As a result, Mr. Protassy filed for approval of a modification of the Hearings Officer's 1997 decision and for approval of a variance to allow use of 16' wide, rather than a 20' wide road.

**Grounds for Variance & Modification Requests**

The main grounds claimed to support the variance and modification were:

(1) It is not possible to widen the road to the south of its present location without harming existing, mature walnut trees; and

(2) It is not possible to widen the road to the north because power line poles exist within a short distance of the northern edge of the private road.

**Legal Criteria**

A variance may be approved **only if** the applicant demonstrates that "practical difficulties" exist in the application of the zoning ordinance. Approval of the variance may not be materially detrimental to the public welfare or injurious to area property.

**Hearings Officer Action**

The Hearings Officer denied the variance request for the first 170' of roadway, as measured from the terminus of Stevens Road, as no mature walnut trees or telephone poles exist in this section of roadway. As a result, no practical difficulty exists to warrant a variance. The Hearings Officer approved a variance to 18' in width for the remainder of the roadway, however, in order to protect the mature walnut trees from damage due to road construction.

**Reasons for Hearings Officer's Decision**

A 20' wide road was required for the first 170' of the Protassy private road because no practical difficulties (mature trees or telephone poles) were found to exist in this section of roadway. Mr. Protassy planted new trees close to the south side of roadway in April 1998, after the filing of the variance application. The trees were planted to replace mature trees that died or were cut down a number of years ago. The April 1998 planting effort appears to have been designed to create a difficulty to justify this variance. Such a self-created difficulty is not a valid legal reason to grant a variance. Further, the trees are very small and it appears that it may be possible to move the trees to another location or to replace the trees with other trees in another, more appropriate location.

An 18' road width was required for the rest of the roadway (near the mature trees and telephone poles) because this is the narrowest width that was justified by the evidence in the record. The evidence is that the telephone poles will be moved in the near future, thereby allowing Mr. Protassy to improve his road to the north of the centerline. Evidence in the record shows that, without the telephone poles in the easement area, it is possible to build a road 21' in width without expanding the road toward the walnut trees on the south side of the road. The Hearings Officer determined that a 3' wide strip of land would be needed within the easement area for the relocated telephone poles. This strip will provide a small buffer area between the poles and the roadway. These facts established a practical difficulty that justified a variance to 18 feet, not the 16 feet requested by Mr. Protassy.

**New Evidence and Due Process**

Camp Angelos, another user of the private road in question in this appeal, is required by a prior County land use approval to widen the Protassy roadway to 16 feet in width. The camp submitted evidence to the County that showed that the camp plans to and will need to move the telephone poles in order to widen the Protassy roadway. This new fact had a significant bearing on the question of practical difficulty. Upon learning this new fact, the Hearings Officer extended the post-comment period in order to allow all parties, particularly Mr. Protassy, to respond to the evidence.

**Protassy Grounds for Appeal**

Mr. Protassy appears to be raising a challenge to the road improvement requirement and the Hearing Officer's decision based upon the Dolan decision. No challenge of the road improvement requirement imposed by the conditional use approval was raised in the conditional use approval process. No such challenge was raised during the variance proceedings until the filing of this appeal.

The Dolan case requires the County to show, by individualized factual findings, that any property dedication or public improvement requirement in a land use decision be "roughly proportional" to the impact of the development being permitted. The time to have made such findings, however, was during the conditional use approval process. At that time, the County could have assured safe ingress and egress to the Protassy home without any claim of unconstitutional exactions, by requiring Mr. Protassy to place his home in the eastern area of his property, near the end of Stevens Road. This location met the conditional use approval criteria for a dwelling, as did the site approved by the Hearings Officer (assuming that the roadway was actually 20' in width).

During the conditional use permit review, however, Mr. Protassy strongly resisted all County requests that the Protassy home be moved to the eastern end of the property. Mr. Protassy argued to retain his home in its current location because he did not want to move the illegally constructed home. The Hearings Officer allowed Mr. Protassy to retain the current home site, rather than move the home to the eastern side of the Protassy property based upon the understanding that the private roadway was 20' in width and would

provide safe access to the Protassy residence for fire vehicles in compliance with the County ordinance. This was a particular concern because of the fact that the house adjoins a steep, heavily wooded area and is uphill from a heavily used camp. It is clear now, however, that the private roadway is too narrow to meet County fire safety standards. If this fact had been known during the conditional use permit review, the Hearings Officer would have required Mr. Protassy to place his home on the eastern area of his property where fire safety could be assured without imposing any type of road improvement requirement.

As mentioned earlier, a prior land use decision requires Camp Angelos to improve the private roadway to 16' in width for the entire length of the road. This means that it is highly unlikely that Mr. Protassy will pay for the full cost of the roadway improvements required by the decision.

The Hearings Officer's decision was based upon the facts of the case, not upon "personal" reasons from staff. Mr. Protassy's evidence was reviewed closely, however, it is obvious from photographic evidence in the record that Mr. Protassy's oral testimony regarding damage to his walnut trees was inaccurate.

The primary reasons that Mr. Protassy did not receive the variance approval he requested are:

(1) No practical difficulty exists to support approval of a variance for the first 170' of the road; and

(2) One of the two practical difficulties that may have justified a 16' wide road, the telephone poles, will be moved by Camp Angelos in the near future; and

(3) Mr. Protassy failed to provide evidence to establish that a full 5' area is needed between the roadway and the edge of the roadway easement (the width that must be justified to warrant a 16' roadway width).

Mr. Protassy's notice of appeal makes it clear that Mr. Protassy believes that it is his role to choose the correct road width for the private roadway. The road width standard has been set by County ordinance and may be changed only to the extent necessary to alleviate proven hardship. In this case, that proof was not provided.

**Protassy Intentions re Road Improvements**

At the land use hearing, Mr. Protassy stated his legal theory that if a 16' wide road is approved by the County to serve the Protassy residence that Camp Angelos, and not Andre Protassy, will be required to improve the private road. The Hearings Officer advised Mr. Protassy that Protassy is not relieved from any obligation to improve the road just because Camp Angeles is responsible for roadway improvements. The fact that Camp Angelos must also improve the road, however, means that users of the road should be able to agree to share the costs of improving this road to County standards.

RECEIVED
98 JAN 15 PM 12:40
MULTNOMAH COUNTY
PLANNING SECTION

Tuesday, January 13, 1998

Multnomah County Planning Division
2115 SE Morrison St.
Portland, OR 97214

Attention: Chuck Beasley, planner

RE: Design Review Request DR 14-97 at 32152 SE Stevens Road

Dear Mr. Beasley:

From your letters dated January 7, 1998 and January 9, 1998, I see once again that some kind of misunderstanding has occurred. Again, I will try in detail to satisfy all the criteria in question.

(1) MCC.7850 (A) (6) Surface Drainage-Surface drainage systems shall be designed so as not to adversely affect neighboring properties or streets
and
(2) MCC 11.15.6420 (J) : Areas of erosion or potential erosion shall be protected from loss by appropriate means. Appropriate means shall be based on current Best Management Practices and may include restrictions on timing of soil disturbing activities.
Which is condition number five of CU 12-96.

In the decision of the hearings officer under MCC 11.15.6420 (J) Staff indicated that there are no areas of erosion observed on the property. Further down, the hearing's officer indicates, "Exempt activities, however, need not to be addressed in the plan."

In the Chapter 9.40. Grading and Erosion Control Code under 9.40.020 are clearly indicated all Exempt land Uses and Activities. Which I all, under (B) General Exemptions meet.

(1) Natural and finished slopes will be less than 25 percent.
I have less than eight percent.

(2) The disturbed or filled area is 20,000 square feet or less.
There is no disturbed or filled area, and the property I am building on is less than 8,000 square feet.

(3) The volume of soil or earth materials to be stored is fifty cubic yards or less.
No earth materials have been moved whatsoever.

(4) Rain water run off is diverted either during or after construction, from an area smaller than 10,000 square feet.
The area is smaller than 8,000 square feet.

(5) Impervious services, if any, of less than 10,000 square feet are to be created.
There are no impervious services at the building site.

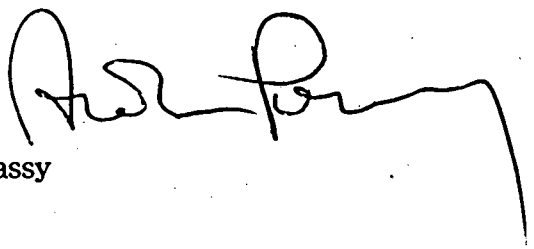
(6) No drainage way is to be blocked or have its storm water carrying capacities or characteristics modified.
No drain way was blocked. The storm water carrying capacities were there for more than thirty years (On the old house). The new structure is sitting on the exact same place and the drainage 4" pipes are carrying the roof water in the exact same direction as the old ones did. The only difference is that I replaced and improved the old material with new one.

Notwithstanding MCC 9.40.020 (A) (B) (1) through (6) the following activities took and will take place in order to minimize soil erosion and protect neighboring properties. Adequately designed and sized septic system was designed and approved by a sanitarian, which also will be approved by the City of Portland Authorities. The system existed for more than thirty years, and for better service was replaced with a new system in 1989. The system was put on the exact same place where the old one was. Talking to the previous owner, no erosions whatsoever were noticed on the entire property, especially on the west property line. No erosions whatsoever were observed also since I bought the property in 1987. All natural drainage on the property flows to the south and into the Sandy river. Considering that no excavation, earth movement, vegetation removal, and altering of a drainage course took place, the criteria have been met. Regardless of all the above, for more safety, to protect my property and structures and to control erosion, I will direct the 4" pipes to the south on my property so that the water going through will drain into the natural surface drainage and into the Sandy river. Most of the water is going to drain into the soil after a bed of drainage rock will be installed. The density of the trees and the rocky soil did not allow any erosions in the past but to ensure even more protection, I will plant even more trees to perfectly satisfy the criterion so that the whole system will not adversely affect the neighboring properties.

(3) MCC 2074 (D) (2) and (4)
and Conditions of Approval 3. A and D. of CU 12-96 in relation with MCC 7850 (A) (2) and (5).

The private road which serves Protassy's property, the Camp, and the neighbor to the north is in existence for more than forty years. More than twenty years ago, easement was granted to the Camp and the road was maintained by the Camp. I bought the property under this condition, and signed a statement with which I accepted the condition. It seems to me that after more than forty years of service I solely have to take responsibilities for maintenance of the road. MCC 2074 (D) is there for cases where no roads and driveways exist and the standards you provide are for a building of a new road. I am confused some how because the road existed for so long time and was accepted by the authorities like Fire Marshal, Police department, and others. It did not bother anyone, and was good enough to serve the three properties. Considering that very often there are passing by vehicles like dump trucks, buses, logging trucks, and long and wide load vehicles. In addition of some times hundreds of cars and buses going to the Camp. I and my neighbor to the north have one or two cars, which are going in and out maybe once or twice a day. I still don't get it and am curious where does it say that a private road which serves three different properties has to be maintained only by one of the owners. Is that a privilege to only two property owners? How do I have to feel?-Discriminated? Despite the facts above, I am willing to maintain vertical clearance of 13' and 6" starting immediately after the weather makes it possible for me. In addition to that, I will widen the road on my side with four feet to meet the applicable standards.

Sincerely,



Andre Protassy

MULTNOMAH COUNTY

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

July 6, 1998

Andre Protassy
12120 SW Boones Ferry Rd.
Portland, OR 97219

Subject: Non-Compliance with Condition of Approval #6. of CU 12-96, to Legalize the Dwelling Currently Under Construction, Extension of Time to Meet Condition.

Dear Mr. Protassy:

This letter is to inform you that you have not satisfied the above cited Condition of Approval within the six month time specified in the final decision in Conditional Use approval CU 12-96. The terms of that decision state that if the time frames are not strictly complied with, "this permit shall expire and be of no further legal validity and the residence shall be removed from the subject property by the applicant." You were advised by staff to include a request for additional time to meet the condition along with your Modification of Condition request in CU 4-98, however you did not make the request. Nevertheless, in recognition of your application to resolve the road width improvement requirement, and due to our interests of trying to resolve this zoning violation as quickly as possible and to avoid processing a new dwelling application, we are extending your time for compliance with Condition of Approval #6 as specified in this letter.

Condition of Approval #6 of CU 12-96 allowed six months for you to obtain a Building Permit for the dwelling under construction on your property. During the process of verification of compliance with the private road construction standards in order to meet Condition of Approval #3 of CU 12-96, staff found that the road does not meet the 20' width standard. Your requests for Modification of Condition and Variance have been approved for a road width reduction to 18' for a portion of the road. We have already advised you that we will give zoning authorization of the Building Permit when either the road is constructed as required, or when we receive surety sufficient to ensure that the road improvements will be built. In order to avoid enforcement action, you must :

1. Meet the requirements for a complete Grading and Erosion Control (GEC) permit application for construction of the necessary road improvements within 60 days of the final decision from the Board of Commissioners in CU 4-98. The GEC application shall include a road design consistent with MCC 11.15.2074(D) except as modified by the variance, and include utility relocation and drainage facilities. A registered professional engineer shall complete the design work. In addition, the GEC application shall include a proposed timeline for completing the work.

2. Within 45 days of completion of the GEC application, provide a surety bond or other surety agreeable to the County, for 100% of the cost of the constructed improvements. The value must be based on an estimate by a registered professional engineer or actual bid for construction by an experienced road construction contractor. Land Use Planning with the assistance of the Transportation Division will review the proposed cost of the road for accuracy.

3. Within 45 days of providing the surety, you must obtain a building permit from the City of Gresham Building Department after zoning sign-off by Multnomah County Planning. Due diligence in completing the dwelling shall be shown by keeping the building permit valid and having regular and necessary inspections to complete the dwelling.

This letter is our final notification to you of the measures you must take to maintain the dwelling approval CU 12-96 in effect. Failure to comply with the measures specified herein will result in our referral of your case to County Counsel for prompt enforcement action.

Sincerely,
Multnomah County Transportation and Land Use Planning Division

Kathy Busse SF

Kathy Busse
Planning Director

cc: Jeff Litwak, Assistant County Counsel

William C Cox, Attorney at Law
0244 SW California St.
Portland, OR 97219

Gary P. Shepherd, Attorney at Law
3115 SE Salmon St.
Portland, OR 97214

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

# Decision of Hearings Officer

**Case File:** Conditional Use CU 4-98
Minor Variance HV 7-98

**Proposed Action and Use:** CU 4-98 is a request for modification of a condition of approval imposed in case number CU 12-96, which approved a new dwelling in the Commercial Forest Use (CFU) district. The condition requires compliance with the private road standards of the CFU, which include a 20' wide access road and other standards. The applicant is also requesting immediate Building Permit approval. The variance request is to allow the minimum road width of 20' to be reduced to 16'.

**Location:** 32152 SE Stevens Road

**Property Description:** TL '44' of Section 8, T1S, R4E

**Zoning:** CFU, Commercial Forest Use
SEC, Significant Environmental Concern

**Applicant/Owner:** Andre Protassy
12120 SW Boones Ferry Road
Portland, OR 97219

RECEIVED
98 JUN 11 PM 2:46
MULTNOMAH COUNTY
PLANNING SECTION

**Decision:**

**The Hearings Officer denies the variance request for the first 170' of roadway (as measured from the terminus of Stevens Road, east of the Protassy property).**

**The Hearings Officer approves the variance request for the remainder of the roadway at a width of 18 feet, except that the roadway shall be tapered from the 20' width at the 170' point from the end of Steven Road down to a width of 18 feet, according to County specifications.**

**The variance is granted upon the express condition that the Applicant obtain a Grading and Erosion Control permit from the County for all required road work and related drainage improvements prior to commencing roadway improvements.**

**The Hearings Officer modifies Condition of Approval 3 of CU-12-96 to require that the Applicant comply with the requirements of MCC 11.15.2074(D), except as varied by this variance application.**

**Applications:**

CU 4-98 is a request for modification of Condition of Approval #3 for CU 12-96 which requires that the applicant demonstrate compliance with the private road standards of MCC 11.15.2074(D). MCC 11.15.2074(D) requires Mr. Protassy to widen the existing private roadway to the Protassy residence to a minimum width of 20 feet, to provide a vehicle turnaround and a vehicle turnout. Mr. Protassy proposes to improve the road to a width of sixteen rather than twenty feet. As the road improvement standards included in the conditional use application mirror mandatory County code road requirements, a variance is needed to authorize the requested modification of the conditional use permit.

Mr. Protassy's land use application includes a request that the Hearings Officer direct Multnomah County Planning staff to sign a Building Permit application for the Protassy residence immediately. Mr. Protassy does not identify any provision in the County Code to support this request. Further, the Hearings Officer's authority is strictly limited by law and does not include the authority to direct County staff to take any type of action regarding building permits.

# Procedural Matters

A hearing was held on the variance and conditional use applications on May 6, 1998. The record of the application was held open until May 13, 1998 for additional evidence. The Hearings Officer also gave the parties until May 16, 1998 to request an opportunity to respond to new evidence. During the comment period new evidence was received regarding the need to remove the telephone poles in question in this matter to construct a 16' wide road. The Hearings Officer extended the comment period until May 22, 1998 in order to allow the applicant to respond to this new information. On May 21, 1998 the applicant submitted additional information responding to the telephone pole issue.

# Decision Format

This decision addresses two requested actions, a request for modification of the Hearings Officer decision, and a Minor Variance. The Applicant's narrative or response to an approval criterion is indicated by the notation "Applicant." Planning staff comments and analysis follow the Applicant's responses to the criteria. Additional planning staff comments are added where supplemental information is needed or where staff may not concur with the applicant's statements. If no staff remarks are indicated, staff concurs with the applicant. The Hearings Officer's comments follow staff remarks. A lack of any findings indicates that the Hearings Officer concurs with applicant and staff comments. Where staff comments differ from the applicant's comments, those of staff shall serve as the controlling findings, unless the Hearings Officer's findings indicate

otherwise.

## FINDINGS:

**Case History**: The applicant's requests follow approval of his forest dwelling application, CU 12-96, in December of 1997, and approval of his Design Review permit DR 14-97 in February of 1998. These cases were and are intended to resolve a zoning violation that entails construction of a dwelling by the applicant without required permits. Inspection of the property for DR 14-97 revealed that a substantial portion of the private easement road is approximately 12' wide, does not meet the 20' width standard of the Commercial Forest Use district, and is therefore not in compliance with CU 12-96.

The record of CU 12-96 includes a written statement from Mr. Protassy that his private road access was 20-feet wide. This statement was provided in order to demonstrate compliance with MCC 11.15.2074(D)(2). This statement is clearly wrong. The road is, *according to Mr. Protassy's current evidence*, a single lane road that is approximately 10 to 12 feet in width. Mr. Protassy claims that his misstatement in CU-12-96 was made because "I assumed that the road, since it has been used for so long, is legal and never bothered to measure it." Whether the road was or was not legal was not question asked in CU-12-96. The question asked was whether the road was 20-feet wide. That question was answered as follows: "The width of the road is at least 20 feet wide . . ." The Hearings Officer finds that Mr. Protassy's prior statement could not reasonably be confused with a statement regarding the legality of the road. Further, a review of the photographs of the roadway and of a car parked in the roadway make it obvious that the existing road is not 20-feet wide. As a result, the Hearings Officer concludes that, at a minimum, Mr. Protassy's prior statement exhibited a complete lack of concern for providing this hearings body with accurate evidence.

Other factual inaccuracies occur throughout Mr. Protassy's testimony, most notably, his statement that the trees that he replaced in April 1998 were lost in an ice storm in the winter of 1997. Photographs from CU-12-96 show that most of the walnut trees that Mr. Protassy claims were lost in the winter of 1997 were not present on the Protassy property in November of 1996. Mr. Protassy offers excuses for his inaccurate testimony, claiming that he was not referring to the loss of all of the trees but it is clear from the photographs that almost all of the walnut trees in question were missing from the Protassy property prior to November 16, 1996.

The fact that Mr. Protassy has provided such inaccurate testimony in this and the earlier conditional use proceeding casts a long shadow on the reliability of the remainder of Mr. Protassy's evidence. As a result, the Hearings Officer has carefully reviewed all of the evidence to determine whether Mr. Protassy has met his burden of proof in the variance and modification proceeding. The burden of proving this case rests on Mr. Protassy's shoulders. Without competent evidence, the requested variance and modification cannot be approved.

A 16' road width for the private road was approved in a Design Review permit for the adjacent Camp Angelos, in October of 1993. Camp Angeles has failed to improve the road to the approved 16' width. The County is currently proceeding to require Camp Angeles to comply with the road improvement requirements of its Design Review approval. The County's approval of a variance for this road in that case was made under different approval criteria and is not binding upon the County in this proceeding. Further, the hearings officer is not authorized to rely upon the fact that such a variance was approved to justify the approval of the requested variance to the road standards of the CFU zone. Approval must be granted based upon facts included in the record of this case and upon the law that relates to the approval of the Protassy dwelling.

The applicant requested immediate zoning sign-off of a Building Permit application in order to obtain the confirmation of compliance with building code requirements needed to meet Condition of Approval #6 of CU 12-96. This condition must be satisfied by June 14, 1998, which is six months from December 14, 1997, the date the decision was final. As discussed above, the Hearings Officer lacks the authority to direct the County to take administrative actions to order County staff to sign a building permit application. As such, this request is denied.

**Description of Site and Vicinity**: The access road is described in the applicant's Exhibits A. and B., which are contained in casefile Exhibit A1.

**Notification and Public Participation**: Notice of the hearing Scheduled for May 6, 1998 and applicable criteria was sent to 15 neighboring property owners, interested parties, and agencies on April 15, 1998. A copy of the notice is included as Exhibit "B1" of this report.

## Requested Actions

### 1. CU 4-98, Request for Modification of Hearings Officer Decision

**Applicant:**

This request is for:

(a) Modification of condition #3D on a prior Hearings Officer decision from CU 12-96, HV 18-96, and SEC 27-96.
(b) Immediate permit for sign off from Planning Commission in order to obtain Building permit which is going to satisfy condition #6 of the Hearing's Officer decision from CU 12-96, HV 18-96, and SEC 27-96.

Submitted here with are the following exhibits:
Exhibit A- Site Plan
Exhibit B- Photographs
Exhibit C- letter from Halstead's Arborculture Consultants

Exhibit D- Signed statement from Thomas Layton (Fire Chief), Multnomah County Fire District #14.
Exhibit E- Signed statement from Dennis Bryson (Fire Chief), Multnomah County RFPD #14.
Exhibit F- Site Map.
Exhibit G- Robert E. Meyer Consultants Inc. Statement.
Exhibit H- CS 4-92 #574- #583-B from March 2, 1992.
Exhibit I- Administrative decision on an application for Hillside development permit and final design review plan. File numbers DR 17-93; HDP 21-93.
Exhibit J- Staff Report for Public hearing on August 3, 1994, HV 12-94 (Variance).
Exhibit K- Decision of the Hearings Officer HV 12-94.
Exhibit L- Variance request from Spencer H. Vail, Planning Consultant.

The Site: The site is located approximately one and a quarter miles South of the community of Springdale. It starts at westerly terminus of SE Stevens Road and ends 660 feet to the westerly property line with American Hellenic Education Center Inc. (Camp Angelos). A private roadway provides the current access. This roadway is of varying widths and has two turn arounds.

History: The private road has been serving more or less, three sites for more than thirty years. This road came to the attention of the Planning Commission on March 2. 1992, when a decision was made and approved for community serving expansion CS 4-92 #574/#583-B. Condition # 1 of the approval was to widen the road to 20 feet. Nevertheless, the Planning Commission indicated quote: "Full placement and associated work necessary to widen the access drive shall avoid or minimize adverse effects to existing wall nut trees on tax lot 44, immediately abutting the south boundary of the easement road.

On October 7, 1993, the application for Hillside development permit and final design review plan DR 17-93; HDP 21-93 was approved with conditions. Design review plan was calling for construction of a new access road there fore, for an administrative approval, the design review plan and Hillside development permit had to be modified to provide at least 16 feet of road width for the entire length of the private access from the SE Stevens Road Right-of-way.

On August 3, 1994, a public hearing was held to approve variance HV 12-94. Staff has indicated that the road starting from the end of Stevens road to the entry gate of Camp Angelos is 16 feet or wider which was previously approved from the planning director. A response of Fire Chief, Dennis Bryson of RFPD 14 indicated that a twelve foot wide access is satisfactory to the Fire District.

On August 24, 1994, variance HV 12-94 was approved by the Hearings officer. The road was accepted and approved the way it is except 250 feet on the American Hellenic Education Center Inc. property. The planning director granted 25% minor exception to the 20 foot road width requirement in the DR 17-93 decision. The fact that the road between Camp Angelos property and West end of Stevens road was inspected, accepted

and approved from Portland Planning Division, its staff and Hearings officer creates a confusing situation. I do not know why a road which was serving the area for many years and was approved by the County and Planning Commission for certain reasons, has to be approved twice or for the same reasons again. If the road was accepted and approved by the Planning Commission, it means that the road is legal and that is why I am asking the Hearings Officer to exclude or modify #3 D from the conditions of approval in CU 12-96.

Regardless of all the facts above, the access private road can not be widened without of causing tremendous hardship to tax lot 44 and all the adjoining properties for the following reasons:

(1) Widening the road is going to kill the ten forty years old walnut trees which are part of my farming. It was already mentioned from the Planning Commission as a condition #1 from March 2, 1992 decision CS 4-92, #574/#583-B and Halstead's Arboriculture Consultant's report from March 16, 1998.

(2) Widening the road will cause removal and replacement of all electrical polls and cable along the entire private road. The electrical polls sitting almost in the middle of the road will be unsafe for the drivers and causing eventual accidents. Especially dangerous will be for the school district buses full of children driving very often in dozens into the camp. That also will cost unnecessary and expensive work for PGE and Paramount Cable to remove all the electrical polls.

(3) Widening the road on the south will cause removing and replacing of the entire telephone line along the private road, which will also be expensive work for the telephone company.

(4) Widening the road (because of the slope) is going to carry twice the amount of water all the way down to the camp property and will cost tremendous erosion and eventual take the entire hill side down. This is regardless if ditches are built on the side of the road or not. It happened some time in the past, and widening the road will double the danger of land slide and erosion.

**Staff Comment:** The applicant notes under "The Site" above that the road is of varying widths and has two turn arounds. Staff is unable to find a description of the varying widths expressed in feet in the application. Only one turn around is indicated on Exhibit A1. A. It is not clear that the turn around meets the 48' radius turn-around requirement in MCC .2074(D)(7). A diagram of turn around types is included in Exhibit C4, and are referenced in the 6/5/96 fire district sign-off in Exhibit A3.

Staff notes that two statements above made by the applicant are not accurate. The applicant's statement that staff found the road to be 16' wide, and that the road was accepted and approved as it is, are not consistent with the record. These statements are addressed in the staff comments beginning on page 8. of this report.

The applicant questions why, since the road in question has already been approved for a reduced width, must he also request a variance. The portion of the access road from Stevens Road to the Camp Angelos property received a Minor Exception to the access road width requirement of the Off-Street Parking Standards. In order for the applicant to meet the code requirements for a dwelling in the CFU district, he must demonstrate compliance with the code requirements of that section, including the road standards of .2074(D). Conditions of approval were imposed to ensure compliance with these code requirements.

**Hearings Officer:** The standards of the CFU zone are different from the off-street parking standards considered in the Camp Angeles approval. The approval of the variance of one legal standard does not, in any way, justify the variance of the different legal standard of the CFU district. The CFU zone variance must rise or fall upon its own merits.

**Applicant:**
(b) In the decision of the Hearings officer CU 12-96, HV 18-96, and SEC 27-96, condition #6 cannot be satisfied without sign off from the Planning Commission, which has been refused to me. The condition has to be satisfied no later than six months from the date that approval has taken place. The dwelling is 90% finished and is sitting in this condition since 1992. I have suffered great loss of materials, furniture, tools and instruments because I do not have heat inside of the dwelling and the moisture destroyed and continues to destroy my belongings. That is why I seek immediate sign off from the Planning Commission in order to obtain building permit and satisfy all the building requirements of the Uniform building code, including the satisfaction of condition #6 of the Hearings officer decision from CU 12-96, SEC 27-96, and HV 18-96.

**Staff Comment:** In his application for a new dwelling under CU 12-96, the applicant stated that the road meets all of the standards of .2074(D), including that it is 20' wide. The County is holding a special hearing on May 6, 1998, in order to expedite processing of the variance request, notwithstanding that the road improvement standards could have been addressed at the July 16, 1997 hearing.

Staff believes that any needed road improvements should be constructed prior to building permit approval in order to ensure safe access to structures which are under construction, and after completion. This is also cited as an Oregon Uniform Fire Code requirement on the Multnomah County fire district response form in Exhibit A3.

**Hearings Officer:** The Hearings Officer lacks the authority to direct staff to "sign-off" the building permit application sought by Mr. Protassy.

**<u>MCC .2074 - Development Standards for Dwellings and Structures:</u> Except as provided for the alteration, replacement or restoration of dwellings under MCC .2048 (E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993, shall comply with the following:**

* * *

MCC .2074 (D) A private road (including all easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:

(1) Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written verification of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges or culverts;

(2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;

(3) Provide minimum curve radii of 48 feet or greater;

(4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;

(5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments, except as provided below;
   (a) Rural Fire Protection District No. 14 requires approval from the Fire Chief for grades exceeding 6 percent;
   (b) The maximum grade may be exceeded upon written approval from the fire protection service provider having responsibility;

(6) Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;

(7) Provide for the safe and convenient passage of vehicles by the placement of:
   (a) Additional turnarounds at a maximum spacing of 500 feet along a private road; or
   (b) Turnouts measuring 20 feet by 40 feet along a driveway in excess of 200 feet in length at a maximum spacing of ½ the driveway length or 400 feet whichever is less.

MODIFICATION OF CONDITIONAL USE CONCLUSION:

Staff:

1. The applicant has requested modification of the Hearings Officer decision through the variance application HV 7-98. Staff recommends approval of a modified variance which would reduce the road width requirement which must be met to satisfy Condition of Approval #3. A. and D.
2. Approval of request (b), building permit approval prior to construction of the required improvements is not found to be consistent with the purpose of the code because no assurance is provided that the road will be constructed. Staff recommends denial of this part of the request.

## 2. Minor Variance Request HV 7-98:

**Applicant:**
THE SITE: The site is located approximately one and a quarter miles South of the community of Springdale. It starts at westerly terminus of SE Stevens road and ends 660 feet to the westerly property line with American Hellenic Education Center Inc. (Camp Angelos). A private roadway provides the current access. This roadway is of varying widths and has two turn arounds.

**Hearings Officer:** The applicant has demonstrated that there is one loop road near the end of Stevens Road. A large portion of the loop road, however, is located on land that is not owned by Mr. Protassy and that is located outside of the 30' easement area provided for the private road. In order to qualify as the turnaround required by MCC .2074 and the Hearings Officer's conditional use approval, Mr. Protassy must provide proof of his right to use this turnaround in order to satisfy the conditions of approval of CU-12-96. This issue is not before the Hearings Officer for decision in this case. These comments are offered, however, as *dicta*, in an attempt to help Mr. Protassy understand the requirements of the approved conditional use permit.

HISTORY: The private road has been serving more or less, three sites for more than thirty years. The road came to the attention of the Planning Commission on March 2, 1992, when a decision was made and approved for the community serving expansion CS 4-92 #574/#583-B. Condition #1 of the approval was to widen the road to 20 feet. Nevertheless, the Planning Commission indicated quote: "Full placement and associated work necessary to widen the access drive shall avoid or minimize adverse effects to existing wall nut trees on tax lot @ immediately abutting the south boundary of the easement road.

On October 7, 1993, the application for Hillside development permit and final design review plan DR 17-93; HDP 21-93 was approved with conditions. Design review plan was calling for construction of a new access road there fore, for an administrative approval, the design review plan and Hillside development permit had to be modified to provide at least 16 feet of road width for the entire length of the private access from the SE Stevens road Right-of-way.

On August 3,1994, a public hearing was held to approve variance HV 12-94. Staff has indicated that the road starting from the end of Stevens road to the entry gate of Camp Angelos is 16 feet or wider which was previously approved from the planning director. A response of Fire Chief, Dennis Bryson of RFPD 14 indicated that a twelve-foot wide access is satisfactory to the Fire District.

On August 24, 1994, the Hearings Officer approved variance HV 12-94. The road was accepted and approved the way it is except 250 feet on the American Hellenic Education Center Inc. property. The planning director granted 25% minor exception to the 20 foot road width requirement in the DR 17-93 decision.

The road between Camp Angeles property and west end of Stevens road was inspected, accepted, and approved from Portland Planning Division as a 16 feet wide access private road.

**Staff Comment**: The statement above which states; "Staff has indicated that the road starting from the end of Stevens road to the entry gate of Camp Angelos is 16 feet or wider which was previously approved from the planning director" appears to be in error in part. On page 7 of the staff report for HV 12-94 (see Exhibit A1. K.) the statement that the roadway is 16 feet or wider is the applicant's response, not staff's.

The applicant has submitted a letter from Fire District Chief Tom Layton, dated 4/20/98, which verifies that the easement road was considered and approved as adequate both for access to the applicant's property and for Camp Angelos. This letter and attached fire district responses are included in Exhibit A3. The attached responses include the June 5, 1996 letter from Chief Thomas Layton, and the August 17, 1993 letter from Chief Dennis Bryson. The letter from Chief Layton is in response to the request from Mr. Protassy, in connection with his dwelling request (CU 12-96). The response from Chief Bryson is apparently in response to a request from Camp Angelos in connection with the 1993 Design Review and Hillside Development Permits (DR 17-93 and HDP 21-93). Staff is unsure what this latter response means for the entire access road, extending from the end of Stevens Road to the camp facilities, for two reasons. The 8/17/93 response carries a notation by the Chief Bryson that the access road will serve two parcels of property. If the four tax lots owned by the camp are considered as one parcel, the access road served three parcels at the time, Mr. Protassy's parcel, the adjacent parcel to the north, Tax Lot '49', and the camp. Second, the staff comment on page 7 of HV 12-94 (see Exhibit A1. K.) relates that in a telephone conversation with Chief Bryson, he indicated that a 12' wide access road "on one section of the road was adequate for emergency vehicle access."

The statement above which states; "The road was accepted and approved the way it is except 250 feet on the American Hellenic Education Center Inc. property." appears to be in error in part. The Hearings Officer decision in HV 12-94 (see Exhibit A1. K.) does not "accept" or "approve" any portion of the access road. The decision clearly states on the first page that it is for one 250' section, cites the already approved reduction from 20' to 16' (DR 17-93 decision), and states in the staff comment on page 9 that improvements are required to other portions of the road outside of the 250' being considered for the variance.

Staff does not understand the last statement above because the Portland Planning Bureau has no review authority for implementation of land use decisions in unincorporated Multnomah County.

**Hearings Officer:**

The statement from Chief Tom Layton of the Multnomah County Rural Fire Protection District dated April 20, 1998 discusses the Protassy driveway and private driveway but

fails to explain why the District determined that a private roadway that does not meet the fire protection standards of the CFU zone that are plainly listed on the County's Fire Service comment sheet is adequate. The roadway width requirements were imposed by the County to satisfy fire safety concerns of area fire districts and departments. At a minimum, the Hearings Officer needs to know why this very narrow road will provide safe access to three properties, one of which is a very intensive use of land in a very isolated and vulnerable location. At the present roadway width, it is clear that residents and camp visitors fleeing a fire would prevent fire vehicles from driving down the private road. How this can be a safe situation is unclear from the evidence in this case.

MCC 11.15.8505 Variance Approval Criteria

**(A) The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are practical difficulties in the application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met. A Minor Variance shall meet criteria (3) and (4).**

Staff: This provision defines the circumstances under which a variance can be considered, and distinguishes between approval criteria for major and minor variances. A finding needs to be made that a practical difficulty to implementation of the 20' road width requirement exists for the application. The applicant makes three general arguments that there are practical difficulties in the application of the 20' road width requirement. These include potential damage to his walnut trees, re-locating existing utilities, and increased stormwater runoff and landslide hazard. See the numbered points under section 1. of this report. The statement of erosion effects or instability caused by road widening is unsubstantiated in the application.

The applicant has submitted a map to show the relationship between the easement road and the utility poles on the north side and the trees on the south side. Based on this map, the walnut trees start 184' from the end of Stevens Road, and the utility poles start 204' from the end. The practical difficulty described by the applicant begins at the point where widening of the road would begin to impact the trees on the south side of the road. Staff estimates that this would be approximately 170' from the end of Stevens Road.

A Minor Variance is defined as one that is within 25% of an applicable dimensional requirement. The dimensional requirement which is the subject of the variance is the CFU Development Standard in MCC 11.15.2074(D)(2), which requires an all-weather surface of at least 20 feet in width for a private road. The applicant is requesting a 4 foot variance for a reduction of 20% of the standard.

**Hearings Officer:** Mr. Protassy planted walnut trees in April 1998, long after approval of CU-12-96. Mr. Protassy claims that the locations he chose for these new trees must be protected from encroachment by any roadway improvements. These trees could have been planted elsewhere on the Protassy property where they would have not been effected by the road widening required by CU-12-96. As such, the location of the

newly planted trees is a self-created difficulty that, as a legal matter, does not warrant approval of a variance.

The evidence in the record indicates that the telephone poles located to the north of the private roadway will need to be moved by Camp Angeles when the camp widens the road to 16' in order to comply with its land use approvals. As a result, the current location of these poles is no longer a justification for this variance. Evidence from County staff reveals that a 21' wide road could be built if the existing road was widened to the north only. Mr. Protassy states that the existing telephone poles are two feet north of the easement area. As the poles in question have a diameter of less than one foot, a total of 3' feet may be required for the poles and a buffer area between the poles and the roadway. This means that Mr. Protassy should be able to widen the private roadway to a width of 18' without harming his walnut trees. This evidence does not, however, justify a variance to the 16' width sought by Mr. Protassy.

Mr. Protassy's evidence does not explain why it is not possible to construct storm drains and other drainage facilities to handle run-off from the private roadway. This may or may not require more than 3' of easement area. As the burden of proof is on the applicant in this proceeding and the hearings officer cannot go outside of the record of this matter to find this information. Without this information, the hearings officer may not justify a variance to a 16' wide road standard (from the 18' justified by the need to place telephone poles in the easement area and to avoid paving on the tree side of the roadway). The hearing officer she would like to approve a variance that will allow the roadway, drainage facilities and telephone poles to be constructed within the easement area without causing harm to the mature walnut trees. Hopefully, the 18' roadway width will allow Mr. Protassy to achieve this result.

**(3) The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.**

**Applicant**: As mentioned above, the access private road is an existing road which has been serving Tax Lot 44 and the adjoining properties for more than thirty years. The owners of the adjoining properties have not expressed any concerns about this matter, and have signed a property owner consent of variance request. Approval of the Variance will only affect the subject property, and this proposal would not impede nor impact any of the neighboring practices. As for adversely affecting the development of adjoining properties, the adjoining properties are already developed and have been served by the same road. Also, as stated above, the Fire District has approved twice the 12 foot width as adequate for emergency vehicles.

**Staff**: The public welfare in this case is safe access and adequate fire access. The 20' road width requirement allows for two way traffic for emergency and private vehicles. Jerry Renfro, Tualatin Valley Fire and Rescue, confirmed in telephone conversation with staff that the 20' road width requirement is intended to allow two way access for

emergency vehicles. The proposed 16' wide road would allow a narrow two lane access for cars, but would not allow two emergency vehicles or a truck and an emergency vehicle to pass. Staff notes that the road development standard in the CFU zone in MCC .2074(D)(7) requires turnarounds or turnouts at intervals of less than 500 feet in order to provide safe and convenient passage of vehicles. The applicant has not shown that a turn around or turnout which meets the requirement of .2074(D)(7) exists within the first 400' or 500' from the end of Stevens Rd. The legal rights to the turn around shown on the applicant's Exhibit A1. A. are uncertain. If the turn around is not within a dedicated easement, then there is no assurance it will remain available because current or future property owners could restrict access.

As noted in the findings under (A) above, the applicant has not demonstrated a practical difficulty to meeting the 20' road width standard for the first approximately 170' from the end of Stevens Road. Improvement of the road to the full width for the first 170' would reduce the substandard road length to the end of the last utility pole to 386'. See Exhibit A5. Widening of the road to 16', plus improvement of a turnout in the middle of the section to 20' X 40' as provided in .2074(D)(7)(b), would meet that standard and substantially increase areas suitable for fire equipment and other vehicles to pass.

The two other adjoining properties are owned by the neighbor to the north, and by the American Hellenic Education Association. The CFU zoning on the property to the north limits that property to one dwelling. The Camp Angelos property received an initial Community Service Use approval in 1986, and approval for expansion in 1992. Future development requests by the Camp will be required to meet the access road requirements of the CFU district in MCC .2074(D), the minimum access road requirements in the Off-Street Parking ordinance .6128(A), and the Framework Plan Policy 31: Community Facilities and Uses.

**Hearings Officer:** Evidence received after the staff report was written show that the private road may be widened to a width of 18 feet because the telephone poles located to the north of the roadway will be need to be moved for construction of a 16' wide road and there is adequate room for such a road and the telephone poles within the existing easement area, without widening the road to the south toward the walnut trees.

**(4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.**

**Applicant**: No use is being permitted that is not allowed either outright or through a conditional use permit. The approval of the Variance request, therefore, will not provide for the establishment of a use not listed in the underlining zone. Previous approvals from the County for the single family dwelling on Lot 44 have been based partially on Findings that the use was consistent with the comprehensive plan. Approval of this Variance concerning roadway width will not jeopardize compliance with the plan.

**Staff**: Staff agrees that approval of the variance would not adversely affect realization of the Comprehensive Plan or establish a use not allowed in the zone.

VARIANCE CONCLUSIONS:

1. Staff concludes that the applicant has not demonstrated that practical difficulties exist on the approximately 170' road segment beginning at Stevens Road. Since this threshold requirement for consideration of a variance has not been shown to have been met by the applicant, staff recommends that this area be excluded from consideration of the road width variance.

2. The requested variance reduces the road function from a two lane road suitable to all vehicles, to a narrow two lane road for cars. The applicant has not shown that no material detriment to the public welfare would occur if the variance is approved. In addition, the turn around and/or turn out standard of MCC .2074(D)(7) has not been shown to have been met. Staff feels that a conclusion of compliance with variance approval criterion #3. can be made if turnouts which meet the .2074(D)(7)(b) standard are provided. This would require improving one 40' long section in the middle of the 386' long variance area to the full 20' width.

**Hearings Officer:** The Hearings Officer concurs with staff's conclusion that the applicant has failed to demonstrate that a variance is justified for the eastern portion of the private roadway. The Hearings Officer also finds that, due to the fact that the telephone poles will be need to be moved to create a 16' wide road, that the road should be built to the maximum width possible in order to protect public safety. Although the evidence in the record is scanty, it appears that an area of approximately three feet is needed between the edge of the roadway and the northern boundary of the easement for power poles and buffer area. This 3 feet wide area will also allow some room for drainage facilities. Whether it is sufficient is unknown as the applicant has failed to provide this information. Yet, in the absence of proof from the applicant, the Hearings Officer may not grant a more generous variance upon the unproven assumption that a larger area is needed.

## 3. Multnomah County Comprehensive Plan Policies:

The Framework Plan Policies applicable to this Quasi-judicial Decision are addressed as follows:

**<u>Policy No. 13, Air, Water and Noise Quality</u>: Multnomah County, ... Supports efforts to improve air and water quality and to reduce noise levels. ... Furthermore, it is the County's policy to require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to Air Quality, Water Quality, and Noise Levels.**

**Applicant:** A single family dwelling is not a high emission source. Water quality is not degraded by the dwelling on the property and there are no streams or creeks on the property. This policy is satisfied because all necessary permits have been obtained, and the applicable sanitation regulations have been complied with.

**Staff:** The primary issue under this policy is water quality related to any construction which would be required to widen the road. This type of development impact can be addressed through the Grading and Erosion Control Permit.

Policy No. 22, Energy Conservation: **The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. ... The County shall require a finding prior to approval of a legislative or quasi-judicial action that the following factors have been considered:**

A. **The development of energy-efficient land uses and practices;**
B. **Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreation centers;**
C. **An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;**
D. **Street layouts, lotting patterns and designs that utilize natural environmental and climactic conditions to advantage.**
E. **Finally, the County will allow greater flexibility in the development and use of renewable energy resources.**

**Applicant:** The parcel is in a rural area. For the proposed use, there are no new streets, power lines, or energy consumptive development requirements.

**Staff:** The parcel is in a rural area. Urban energy, transportation and lotting pattern issues do not apply.

Policy No. 37, Utilities: **The County's policy is to require a finding prior to approval of a legislative hearing or quasi-judicial action that:**

WATER DISPOSAL SYSTEM:

A. **The proposed use can be connected to a public sewer and water system, both of which have adequate capacity; or**
B. **The proposed use can be connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or**
C. **There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or**
D. **There is an adequate private water system, and a public sewer with adequate capacity.**

DRAINAGE:

E. **There is adequate capacity in the storm water system to handle the increased run-off; or**
F. **The water run-off can be handled on the site or adequate provisions can be made; and**
G. **The run-off from the site will not adversely affect the water quality in adjacent streams, ponds, lakes or alter the drainage on adjacent lands.**

ENERGY AND COMMUNICATIONS:

H. **There is an adequate energy supply to handle levels projected by the plan; and**
I. **Communications facilities are available.**

**Applicant:** There has been an approved site for on-site septic tank and drain field by the sanitarian. A septic tank permit has been obtained. the water run-off will be handled on site, and the property is serviced by PGE, Cascade Utilities, and Corbett Water District. The applicable service provider forms have been submitted in exhibit A from CU 12-96, HV 18-96, and SEC 27-96.

**Staff:** The portion of this policy which is unmet by the submittal is Drainage. The applicable sub-policies are F. and G. The applicant has stated that widening the road will result in increased stormwater flow onto adjoining land, erosion, and increased danger of landslide. He notes that these effects will occur even if roadside ditching is constructed. This policy requires adequate stormwater measures to be provided, and absent expert testimony to the contrary, staff finds that the drainage policies can be met as part of the Grading and Erosion Control Permit process. A Grading and Erosion Control Permit is required for private road construction of the magnitude required to build to meet the revised width.

**Policy No. 38, Facilities: The County's Policy is to require a finding prior to approval of a legislative or quasi-judicial action that:**

A. **The appropriate School District has had an opportunity to review and comment on the proposal.**
B. **There is adequate water pressure and flow for fire fighting purposes; and**
C. **The appropriate fire district has had an opportunity to review and comment on the proposal.**
D. **The proposal can receive adequate local police protection with the standards of the jurisdiction providing police protection.**

**Applicant:** All of the service provider forms have been signed and submitted, showing adequate service levels can be provided to the dwelling. The service provider forms are in exhibit A6 from CU 12-96, HV 18-96, and SEC 27-96.

**Staff:** The fire district has not commented on the proposed variance or modification of conditions requests. Staff assumes based on the 1996 response form that the district would not oppose the requests.

**Policy No. 40, Development Requirements: The County's policy is to encourage a connected park and recreation system and to provide for small private recreation areas by requiring a finding prior to approval of legislative or quasi-judicial action that:**

A. **Pedestrian and bicycle path connections to parks, recreation areas and community facilities will be dedicated where appropriate and where designated in the bicycle corridor capital improvements program and map.**
B. **Landscaped areas with benches will be provided in commercial, industrial and multiple family developments, where appropriate.**
C. **Areas for bicycle parking facilities will be required in development proposals, where appropriate.**

**Applicant:** This should not apply to a residential dwelling, nor is there a near by park or recreation area.

**Staff:** Concurs that this policy does not apply to the request related to a single family dwelling.

Dated this 7th day of June 1998.

Liz Fancher, Hearings Officer

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**Appeal to the Board of County Commissioners:**
The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An Appeal requires a completed "Notice of Review" for and a fee of $500.00 plus a $3.50 - per- minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning Office at 2115 SE Morrison Street (in Portland) or you may call 248-3043, for additional instructions.

# List of Exhibits for CU 4-98, and HV 7-98

"A" Applicant Submittals:

A1 Combined CU, Variance Narrative and Exhibits, 4/9/98 submittal, form.
- A. Site Plan
- B. Photographs
- C. 3/16/98 ltr. Halstead Arboriculture
- D. 6/5/96 statement from T. Layton, Fire Chief
- E. 8/17/93 statement from D. Bryson, Fire Chief
- F. Site Map
- G. 6/29/93 statement from R. Meyer
- H. CS 4-92 Decision, 3/2/92
- I. Administrative decision, DR 17-93, HDP 21-93
- J. 8/3/94 hearing minutes and staff report, HV 12-94
- K. Hearings Officer decision HV 12-94
- L. HV 12-94 Variance request, Spencer Vail

A2 7/16/97 Hearings Officer decision, CU 12-96, HV 18-96, SEC 27-96

A3 4/20/98 letter, T. Layton, To Whom it may concern.

A4 12/9/88 Lot of Exception application, deed and survey.

A5 Road plan date stamped 4/27/98

A6 4/24/98 Framework Plan Summary

"B" Notification Information

B1 4/15/98 Notice of Public Hearing

B2 Staff Incomplete letter dated 4/15/98

"C" Staff Report, Documentation

C1 CU 4-98, HV 7-98 Staff Report, dated 4/29/98.

C2 Letters from staff to Andre Protassy, dated 1/7/98, 1/9/98, 1/30/98.

C3 4/24/98 letter from Lisa Estrin to American Hellenic Education Center, Inc.

C4 1996 Aerial photo of road and adjacent properties/Recommended Road Standards

"D" Agency Comment

"H" Documents Submitted at 5/6/98 Public Hearing:

H1 _____

H2 _____

H3 _____

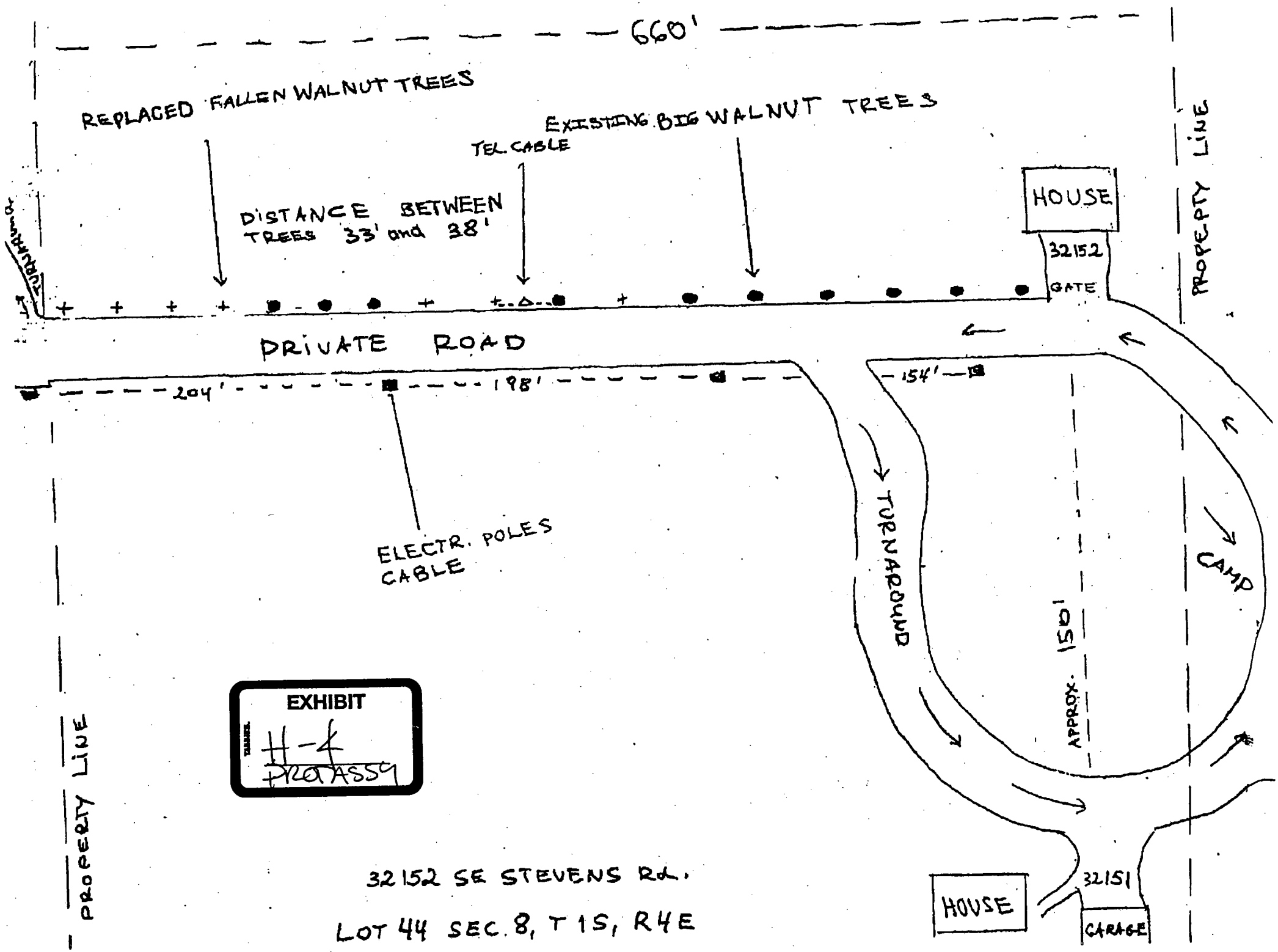
# Exhibit List for CU 4-98 and HV 7-98, Continued

## "F" Documents Submitted After 5/6/98 Public Hearing

F-1 May 13, 1998 letter from Chuck Beasley to Liz Fancher
F-2 Fax and letter from Jim Peterson, Vice President, American Hellenic Educational Center dated May 12, 1998
F-3 May 12, 1998 letter from Andre Protassy to Liz Fancher
F-4 Two-part May 21, 1998 letter from Andre Protassy to Liz Fancher, with map and photograph exhibits
F-5 May 18, 1998 letter from Chuck Beasley to Liz Fancher
F-6 Letter from Dorothy Cofield to Liz Fancher dated May 7, 1998

## "H" Documents Submitted at 5/6/98 Public Hearing

H-1 Affidavit of Posting
H-2 May 5, 1998 Letter from Chuck Beasley to Liz Fancher, Hearings Officer
H-3 Twelve photographs of Protassy property and roadway numbered H-3-A through H-3-L
H-4 Map of private road, Protassy property and turnaround on adjoining property
H-5 HB 3508


660'
REPLACED FALLEN WALNUT TREES
EXISTING BIG WALNUT TREES
TEL. CABLE
DISTANCE BETWEEN TREES 33' and 38'
HOUSE
32152
GATE
PROPERTY LINE
PRIVATE ROAD
204'
198'
154'
ELECTR. POLES CABLE
TURNAROUND
CAMP
APPROX. 150'
EXHIBIT
#-4
PROASSC
PROPERTY LINE
32152 SE STEVENS Rd.
LOT 44 SEC. 8, T 1S, R4E
HOUSE
32151
GARAGE

**William C. Cox** attorney at law

*Land Use and Development Consultation*

July 10, 1998

Board of County Commissioners
Multnomah County
c/o Multnomah County Division of Planning and Development
2115 S.E. Morrison Street
Portland, Oregon 97214

**Re: Appeal of Hearings Officer Decision**

Case File: Conditional Use CU 4-98
Minor Variance HV 7-98

Applicant: Andre Protassy
12120 SW Boones Ferry Road
Portland, Oregon 97219

Location of Proposal:

32152 SE Stevens Road
TL 44 of Section 8, T1S, R4E

Applicant, Andre Protassy, hereby requests the Multnomah County Board of County Commissioners, reverse, in part, the decision of the Hearings Officer denying Mr. Protassy's request for a minor variance. Mr. Protassy requested a variance from the roadway approval standards for a dwelling in the CFU zone imposed as a condition of approval in CU 12-96. The standards and condition, in part, require the construction of a 20 foot wide private driveway. Through the subject variance application, Mr. Protassy sought permission to allow the use of a 16 foot private driveway with a 40 foot long section, 20 feet in width, to provide a turnout. The Hearings Officer approved his variance request but with modifications, requiring the construction of an 18 foot driveway, except for the east 170 feet of the easement

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road, which must be improved the full 20 foot width. Mr. Protassy appeals the modification of his variance request and request Commission approval to permit the use of a 16 foot driveway the length of the easement road, except for the required turnout area. Mr. Protassy no longer is requesting immediate approval of the Building Permit. Mr. Protassy is in agreement that the Building permit should not be approved prior to actual construction or until assurance of timely construction is made in accordance with this Commissions ruling.

The staff continually refers to Mr. Protassy's home as an "illegally constructed home." The only thing that may be "illegal" about the Protassy home is construction without appropriate building permits. A lack of a building permit does not take away use rights Mr. Protassy enjoys under applicable law. The County planning staff has even said it does not have jurisdiction over the building permit. Mr. Protassy's home is an outright and permitted use in the zone and thus enjoys certain rights that may not be taken away by the planning staff. The lack of building permit does not take away these rights. The planning department is also without authority to do so.

**Roadway History:**

The private road serving the Protassy residence has been serving three sites for more than thirty years. The road served the location of the original Protassy residence since the 1960's. That residence was destroyed by fire. The roadway also has served another residence since the 1950's as well as Camp Angelos. In October of 1993, planning staff and the hearings officer gave approval to Camp Angelos to construct and make use of a 16 foot wide roadway for the entire length of the access road, including the easement area. (See DR 17-93). The applicable roadway standard required a 20 foot wide access road. The County later gave the camp a variance to further reduce the width of roadway to 12 feet over a 250 foot stretch. (See HV 12-

94). The camp has yet to make required roadway improvements even though it has received $100,000 for the requisite improvements.

**Road Standards are not Applicable to Dwelling:**

The Multnomah County Code standards relevant to this variance appeal are **MCC 11.15.2074 Development Standards for Dwellings and Structures.** That section provides in pertinent part.

> "Except as provided for the alteration, replacement or restoration of dwellings under MCC .2048(E) and .2049(B), all dwellings and structures located in the CFU district after January 7, 1993, shall comply with the following:
>
> (D) A private road (including all easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintain to:
>
> X X X X X X
>
> (2) Provide an all-weather surface of at least 20 feet in width for a private road ..."

The standards in MCC 11.15.2074 do not apply to alteration, replacement or restoration dwellings and then only to dwellings and structures located in the CFU district after January 7, 1993. The current roadway standards were adopted in 1993. Exhibit H2. The Protassy restoration and/or replacement dwelling was located in the CFU district prior to January 3, 1993. As such, the roadway standards in MCC 11.15.2074 do not apply to Mr. Protassy's application.

Prior to 1980 no regulation of access roads existed. Exhibit H2. Between 1993 and 1980, a 16' wide roadway standard was in place. Mr. Protassy will meet any roadway requirements that legally apply to his replacement dwelling.

The Protassy dwelling is a replacement and/or restoration dwelling. Replacement and restoration dwellings can be sited pursuant to MCC 11.15.2048(E) or .2049(B).

MCC 11.15.2048(E) allows the replacement of a previously existing dwelling, on the same lot as the replaced dwelling. Pursuant to 11.15.2048(E) a replacement dwelling is a **use permitted outright**, and only subject to the following two conditions: (1) the replacement dwelling must be located within 200 feet of the existing dwellings; and (2) the existing dwelling must have been habitable. Mr. Protassy meets both conditions.

MCC 11.15.2049 regulates use permitted under prescribed conditions. MCC 11.15.2049(B) allows the restoration or replacement of a dwelling on the same lot and within 200 feet of the prior dwelling when the restoration or replacement is made necessary by fire, **subject to the following condition:** (1) restoration or replacement is commenced within 1 year of fire.

Substantial evidence in the record demonstrates that Mr. Protassy meets either of the above standards. Substantial evidence is evidence a reasonable person would rely on in reaching a decision. **City of Portland v. Bureau of Labor and Ind.**, 298 Or 104, 119, 690 P2d 475 (1984). Documents submitted as part of CU 12-96 show that the subject property was developed with a dwelling in July of 1987 when the property was recognized as one of two lots of exception pursuant to Multnomah County Ordinance No. 100. (Mult. Co. case file LE 6-87). The application of LE 6-87 shows the existence of 2 dwellings on the old tax lot 49 , with the location of the two houses shown on the approved Tentative Plan and on the approved survey. **(See Paul Norr CU 12-96 submission dated September 24, 1997** (hereinafter cited as just "CU 12-96"), Exhibit A, at A-1 through A-4 filed herein). One dwelling was situated on tax lot 49 and another on newly created tax lot 44. Id. Mr. Protassy has owned tax lot 44 since 1987, upon which a lawfully established habitable house was situated prior to and at purchase. The one-story 693 square foot home had running water for domestic use, a septic system, a kitchen, sleeping areas, and bathroom facilities. CU 12-96,

transcript at 13, 18-19. During Mr. Protassy's ownership, the home was occupied by renters. Mr. Protassy owned the residence when it was destroyed by fire on October 22, 1988. The destroyed home was built prior to 1960 and was occupied until its destruction. Mr. Protassy's testimony as to the existence of the prior habitable home is supported by testimony of a former owner, Mr. Pinheiro, old pictures (Exhibit E-4) and tax records. See CU 12-96, Exhibit A at A-1 through A-6, Exhibit B, Exhibit I, Transcript 16-20. Mr. Protassy received an insurance payment on December 15, 1988 for the loss associated with the destructive fire. (CU 12-96, Exhibit C, at C-1). Photographs and a floor plan provided to the insurance company demonstrate the layout of the home before the fire. CU 12-96, Exhibit C, at C-2. Nicholas O'Connell, an adjacent neighbor of Mr. Protassy, residing at 32202 SE Stevens since 1988, confirmed Mr. Protassy's testimony and verified the destructive fire occurring at the rental house. CU 12-96, Exhibit D.

Within one year after the fire, in May of 1989, Mr. Protassy began construction of the replacement dwelling by having a new septic tank and drain filed installed. Receipts document this work performed by Randy Lee. CU 12-96, Exhibit E, at E-1, E-2. A Multnomah County temporary electrical permit issued through the City of Gresham was secured June 7, 1989. CU 12-976, Exhibit F-1, F-2. Numerous other receipts also demonstrate construction undertaken within one year of the destructive fire. CU 12-96, Exhibit G. Furthermore, Mr. O'Connell also confirmed the fact that Mr. Protassy commenced rebuilding in the Spring of 1989, well within the 1 year deadline for replacement dwellings. CU 12-96, Exhibit D. The replacement house was built on the same spot as the replaced house. CU-12-96, Exhibit A. The hearings office also agreed with the evidence and acknowledged the existence of the prior residence. CU 12-96, tr. at 38. No evidence has been offered to contradict the evidence presented,

the testimony of Mr. Protassy, the prior owner, and adjacent neighbor, all of which clearly demonstrates a destructive fire necessitating the need for restoration and/or replacement of the prior habitable residence with construction commencing within one year after fire and on the same spot as the prior home.

Contrary to the staff statement in its Summary of Hearings Officer's Decision and Comments at page 1, overwhelming evidence demonstrates compliance with applicable replacement dwelling criteria: i.e. restoration or replacement within 200 feet of prior habitable dwelling and commencing construction within one year of the event making the restoration or replacement necessary. See CU 12-96, Paul Norr, September 24, 1997 submission with attached exhibits identified above, submitted into the record during this hearing. No reasonable person could reach a conclusion otherwise. As such, the standards of MCC .2074 do not apply to the Protassy restoration or replacement dwelling.

Conditional use roadway standards should have never been applied to the replacement or restoration dwelling constructed by Mr. Protassy. Apart from the failure to obtain a building permit, the dwelling is lawfully located and protected pursuant to MCC 11.15.2048(E) and/or MCC 11.15.2049(B).

**Variance Request for 16 foot roadway request should have been granted:**

In the alternative, Mr. Protassy seeks a minor variance from the requirements of MCC 11.15.2074(D)(2). Mr. Protassy does not dispute that the newly planted trees do not warrant a finding that practical difficulties exist. He does take issue with the staff's statement that the planting of the trees was an effort to create a difficulty to justify the variance. Early in 1997 Mr. Protassy was attempting to save some trees that were damaged by weather and neglect due to the fact he was prevented from living at the home by the County. During his efforts he fell from 20

feet directly on his head. This resulted in severe injuries, unconsciousness, extended hospital stays, two surgeries and much rehabilitation. Mr. Protassy was not trying to outdo the County. He was merely replanting trees that had died at the first chance he was able to do so. Continually and wrongly painting Mr. Protassy as a bad man does nothing to add to this hearing.

Approval of minor variances are regulated by MCC 11.15.8505 and to be given only when "there are practical difficulties in the application of the Chapter" and the applicant has demonstrated compliance with requirements of 11.15.8050(3) and (4).

MCC 11.15.8050(3) provides:

> "The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of the adjoining properties."

MCC 11.15.8050(4) provides:

> "The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone."

The staff concludes that the "primary reason that Mr. Protassy did not receive the variance approval he requested are:

> (1) No practical difficulty exists to support approval of a variance for the first 170' of the road; and
>
> (2) One of the two practical difficulties that may have justified a 16' wide road, the telephone poles, will be moved by Camp Angelos in the near future; and
>
> (3) Mr. Protassy failed to provide evidence to establish that the full 5' area is needed between the roadway and the edge of the roadway easement (the width that must be justified to warrant a 16' roadway width in the available 21 foot wide area)." Summary at 4.

Each of these reason either contains factual inaccuracies, mischaracterize circumstances surrounding roadway construction, ignores facts in evidence, is contrary to substantial evidence in the record, and cannot be supported by substantial evidence in the record.

First, practical difficulties exist to support approval of a variance for the entire stretch of roadway. The staff has determined that the difficulties do not exist for the eastern portion of the roadway, characterized by the staff as 170 feet. Based on the condition imposed, it is assumed that the eastern portion of the roadway is that area prior to the first mature Walnut tree. The distance, including an adequate buffer, to the first mature Walnut tree is not 170 feet long, as will be discussed infra. If Mr. Protassy is required to improve the entire roadway an additional 2 to 4 feet from the Camp's improvements, it will be practically difficult to ensure the safe use of the roadway. Furthermore, it will likely exacerbate a documented drainage concern, of which substantial evidence exists, and of which the County has largely ignored.

The purpose of the County roadway standards are to ensure a safe and adequate roadway surface for both users and emergency response teams. If the purpose of the statute is satisfied, enforcing it to the point of creating an unsafe situation defeats the legislative intent. The approved 16 foot wide access roadway with necessary turnouts meets the purpose of the County roadway standards. To require the construction of a wider roadway will not guarantee a safer roadway for both users and emergency vehicles but frustrate roadway standards by creating an unsafe and hazardous roadway. Substantial evidence in the record supports this conclusion.

Mr. Protassy, as do other impacted property owners, strongly believes that the hearings officer's decision will result in an unsafe situation. Owners and users of the roadway easement have

expressed valid safety concerns over allowing a wider roadway than the 16 feet already required. The American Hellenic Education Center, the operator of Camp Angelos, submitted written testimony that reiterated Mr. Protassy's concerns regarding safety. Specifically, concerns that a wider road will encourage individuals to drive faster and thus create an unsafe situation. American Hellenic Educational Center, letter to planning department dated 5/12/98, filed herein. They fear the young adults who travel the roadway will increase their speed on a wider roadway and thus make the roadway unsafe for travel. This situation gets more dangerous when buses full of school children, as is often the case, are traveling in the other direction. The only roadway that will keep speeds down is a roadway that is narrow enough to keep speeds down on its own. The County is taking this road away and instead requiring Mr. Protassy to build a road essentially the equivalent of a public street. Who is to enforce speed limits on the private drive? The County is creating an accident waiting to happen. This unsafe circumstance is further exacerbated by the hearings officer requirement that the road go from 20 feet to 18 feet at a certain point. This point is at the downhill section of the private drive. The result of squeezing a speeding vehicle into a tighter land with oncoming traffic is not difficult to image. Mr. Protassy pleads that such a situation is not created. Such hazards can be avoided by having a continuous 16 foot wide roadway. Awarding the variance will work towards preventing a detriment to the public welfare and injuries to property. The Commissioners have in there power to award Mr. Protassy his requested variance and act towards ensuring safe travel for the roadway users. The unsafe conditions of a wider roadway is a "practical difficulty" and should justify the variance.

The other purpose of the roadway standards are to ensure emergency vehicles can safely and effectively access the site as

needed. In this case, all of the emergency support providers have given approval to either a 12 foot or 16 foot wide access road. Dennis Bryson, Fire Chief, Multnomah County RFPD #14 has stated that the existing 12 foot wide roadway is sufficient to ensure safe and adequate emergency vehicle access. Exhibit A1, at E. Mr. Protassy has submitted a letter from Fire District Chief Tom Layton (RFPD), dated 4/20/98, which verifies that the easement road was considered and approved as adequate both for access to the applicant's property and Camp Angelos. Exhibit A3, Decision at 10. Chief Layton also gave roadway design review approval on June 5, 1996. Exhibit A1, at D. Furthermore, the Oregon State Fire Marshall gave Camp Angelos approval to use the existing twelve foot wide roadway in June of 1993. Exhibit A1, at G. It is the fire district that protects the public welfare in this area. They have determined that the existing 12 foot wide and expanded 16 foot wide road do NOT cause a material detriment to the public welfare. They have said they can safely serve the area. The county planning staff does not provide emergency rescue services to the property, the fire district does. Those who provide emergency services have determined it safe as proposed. Thus the proposed 16 foot wide roadway meets the purpose of the County's roadway standards.

Approving the 16 foot roadway also promotes the policy behind granting variances. The applicable variance criteria allows a variance request when it will not be materially detrimental to the public welfare or injurious to property in the vicinity. What should be strongly noted is that a denial of this request will have the very effect the variance criteria seek to avoid: the roadway required WILL be "detrimental to the public welfare" AND "injurious to property in the vicinity." Only through a grant of the variance can the County insure a safer roadway for its users and individuals living along it.

The existing access roadway now serves the Camp and two residences, including the Protassy residence. The road has existed for more than forty years. Dump trucks, busses, and other vehicles all use the road to access the camp. A wider roadway is not needed for emergency rescue crews, nor is a wider roadway needed for the individuals accessing their properties. No negative situation has ever developed with respect to the existing 12 foot wide access road.

The County's present findings are inconsistent and at opposite with past findings with respect to what size roadway is needed to adequately serve the subject site, including the Protassy dwelling. The County has consistently found that a 12-16 foot roadway could safely and sufficiently provide access and emergency access to the properties served by it. In 1993, the County determined a 20 foot wide roadway was not needed to ensure safe emergency access when it approved the use of a 16 foot wide roadway in approving Camp Angelo's design for the roadway. Exhibit A1, at J and I. Again, in 1994 the county planning staff approved a variance to the 16 foot requirement by concluding that a 12 foot wide section of roadway could sufficiently and safely accommodated emergency vehicles. Exhibit A1, at J. The County staff then made the following findings, which the hearings officer adopted:

> "The property is used as a camp and education center, with large numbers of people on the site at one time, which is dissimilar to other less intensive uses in the vicinity. (One of these other less intensive uses is the Protassy dwelling) That nature of the use thus led to the requirement for a 20 foot wide access road, **while other uses such as single family residences** (Protassy dwelling) **in the area would require only a 12 foot wide access road.** The subject property also exhibits steep slopes between the developed camp area and the nearest public road, a condition that does not generally apply to other properties in the area. The property also does not have direct road frontage, thus subjecting the property to the 20 foot access road

width, a condition that does not apply to other properties in the area which all have frontage on public roads." ***

"Other properties in the area are for the most part developed with single family residences which require access road widths of only 12 feet. The 20 foot road width thus more restrictive than the access required for other properties in the vicinity."

***

"Public welfare centers around the issue of fire safety. Dennis Bryson, Chief of Multnomah RFPD #14 has indicated that a 12 foot paved roadway is adequate to meet fire access requirements. ... A phone conversation with him on July 21, 1994 verified that the 12 foot width on one section of the road was adequate for emergency vehicle access." Exhibit A1, at J, Staff Report (emphasis added), and Ex. A1, at K.

In granting the Camp's requested reduction from a 20 foot wide roadway requirement to 16 feet for its entire length in 1993, the hearings officer and county staff made the following findings as reasons for the approval:

"a) To insure that site work and grading activity is conducted as represented in the application, and to minimize erosion and other adverse effects associated with soil disturbance proposed on the site.

b) To protect adjoining properties, right-of-ways, and stream near the site from turbidity and other erosion caused discharges associated with propose grading on the site.

c) To minimize tree clearing on wooded portion of the property, and thereby maintain slope stability and reduce erosion potential associated with the development." Exhibit A1, at I, page 4.

The same erosion and stability concerns are present in Mr. Protassy's variance request. Nothing has changed. Yet, contrary to past findings and conclusion reached concerning the sites stability and projected erosion for roadway construction, contrary to past decisions concerning what roadway width is

necessary to ensure safe access, and contrary to every emergency service provider who has given approval to the request, the County is requiring Mr. Protassy to construct the very roadway (18-20 feet wide) the County once determined was not appropriate in the area nor necessary for intended uses.

Denying the variance request will also result in "injury to neighboring property," a result variances seek to avoid. The 18-20 foot wide stretch required by the hearings officer will require significant excavation and filling of his neighbors property, upon which the easement is located. Expert testimony submitted herein from a certified engineer confirms this fact. The roadway stretch from the slow down pole to just past the turn around road will need to be excavated and the roadway cut into the hillside. The hillside, where the road would extend, and the excavation and fill needed, can all clearly be seen from pictures provided as evidence. Tape measurements taken on site on July 10 by Gary Shepherd, Of Attorneys for Applicant, and applicant, depicted on the pictures, clearly show the distance the road will extend into the neighboring property and the significant area that will be cut and filled.

The staff states that Mr. Protassy failed to prove that a full 5 feet area is needed to address erosion, stability and drainage concerns between the edge of the roadway easement and the requested 16 foot wide roadway. (Summary at 4). This statement ignores evidence in the record and confuses the issue.

The parties are in agreement that the south side of the easement roadway, having mature walnut trees, has "practical difficulties" that support the variance request. The easement roadway is 30 feet wide. The existing roadway is 12 feet wide, leaving 9 feet of easement on either side. The walnut trees prevent expansion to the south, thus leaving any expansion going to the north 9 feet. On the north side, telephone poles presently block any roadway expansion. It should be noted that

the staff found that the telephone poles could be found to be a practical difficulty as required for the requested variance. Staff Board Hearing Submission, #6. Although, the hearings officer found that since the telephone poles will be moved in the near future by Camp Angelos, Mr. Protassy has room to expand the roadway further to the north. Camp Angelos is required by a prior County land use approval to widen the Protassy roadway to 16 feet in width and has yet to do so. Widening the roadway to 16 feet would involve Camp Angelos moving the telephone poles as well.

It should be noted that Mr. Protassy has no control over the telephone poles being moved. The roadway was suppose to built years ago, as the condition was imposed in 1993. Other issues involving the approval of the Protassy dwelling including meeting the conditional use approval (CU 12-96) deadline, the Grading Permit and Building Permit are conditional on this variance approval. If the poles are not moved in a timely manner by Camp Angelos and the 16 foot wide roadway constructed, Mr. Protassy cannot meet his obligations to widen the roadway if the Commission so imposed such an obligation. Mr. Protassy is extremely concerned over losing development rights because some action is out of his control. Without adjustment to the decision, if the Camp does not make the requisite improvements, Mr. Protassy would be forced to pay for the entire roadway or risk loosing his conditional use approval from the delay. The staff concludes that it is unlikely Mr. Protassy will absorb the entire cost for roadway improvements. Summary at 4. There is no assurance that this will be true. The County has not assured him that the Camp will make the improvements in a timely fashion before Mr. Protassy's approvals expire. If the poles are not moved, practical difficulties in expanding to the north arise again. *See* Summary at 3.

Assuming the telephone poles will be moved by the Camp, there is a hypothetical 21 foot wide strip of area in which to place a roadway. The question then remains, what is the maximum size roadway that can fit within that 21 feet, allowing for buffers, erosion control and roadway stability concerns. The hearings officer concluded that a 21 foot wide road could be built if the existing road were widened to the north only. Decision at 12. If one were to just subtract nine feet (the distance from the south edge of the existing roadway to the walnut trees, the direction Mr. Protassy cannot go) from thirty (the easement width), they would end up with twenty one feet (the width the county staff came up with). If that is all the county staff is relying on, simple mathematics, that takes no account for conditions on site, it should not be considered as evidence to defeat Mr. Protassy's request and evidence submitted by him. Mr. Protassy does not know what evidence the hearings officer is speaking of as none supporting such a conclusion is in the record. If one were to visit the site, it would become clear that a twenty one foot road could not be accommodated by expanding to the north.

The hearings officer also found that 3 of the 5 feet is needed as a buffer between the relocated utility (not just telephone, but electric) poles, to be relocated by the Camp, and the roadway surface. This leaves only two feet for expansion. This comports to the hearings officer requirement of an 18 foot wide roadway. It should be noted that this 18 feet only becomes available after the telephone poles are moved by another property owner.

Ideally, an 18 foot wide roadway could be constructed, but only if the subject area were completely flat, had no ditches to fill or hills to excavate. Unfortunately, the subject site characteristics are not as such.

An eighteen foot wide roadway assumes that all the space from the utility pole buffer can be used to accommodate the pavement. The truth is that much area will be need to shore up the slopes being cut into, to prevent erosions and slides, and ensure proper drainage. See LaVielle Geotechnical submission. Even logic will tell you that you cannot simply just cut into a slope and put in a roadway. The engineering of road construction prevents an 18 foot wide roadway from being laid on an 18 foot wide piece of land. What makes the circumstances even more difficult here is that the subject land is rather hilly and creates a situation that does not allow for the expansion of the roadway more than 16 feet without creating serious erosion, control, and stability problems.

It is evident from the record and just plain logic that an 18-20 foot wide roadway cannot be accommodated in the space available at this site without running into practical difficulties that justify the variance requested. Evidence already in the record and that introduced during this hearing demonstrate, without being refuted, the substantial cut and fill will be needed to extend the roadway out further than 16 feet. While the landscape may accommodate a 16 foot wide roadway, it will not accommodate an 18-20 foot wide roadway without trespassing on neighboring property, undermining the stability of the surrounding landscape and roadway, and preventing the installation of needed erosions controls in the easement area.

If the roadway is expanded to the north the presently required 18-20 feet, it will involve a significant amount of cut and fill for its entire length. Upon entering the property off of Stevens Road, the first 75 feet will need to be cut. This involves moving a substantial amount of material as demonstrated by the pictures entered as exhibits and expert testimony. The next 125 feet will need to be filled. The hill slopes down significantly here as is demonstrated by pictures in the record.

The next 240 feet, from the slow down pole to past the turnaround driveway on the right, will need to be cut as demonstrated by the pictures. These measurements were documented by Gary Shepherd, and Andre Protassy on a July 10, 1998, at which time pictures entered into the record were taken. Extending the road 16 to 18 feet will require significantly more excavation work as the hillside slopes upwards. This will undermine the slope stability that presently exists.

Mr. Protassy has also demonstrated that a wider roadway will result in erosion concerns downhill. A wider roadway will result in more runoff affecting adjacent properties. Mr. Protassy and others made this point on many occasion through several mediums. Mr. Protassy commissioned a study performed by LaVielle Geotechnical which concluded that widening the roadway may have serious detrimental effects on surrounding properties. Exhibit F3, and attached hereto. The wider roadway will increase the impermeable surface thereby nearly double the stormwater run off that flows towards the steep slope above Mr. Protassy's and the Camp Angelos Property. An expert has concluded this increase runoff could greatly reduce the stability of the slopes on Mr. Protassy's and neighboring properties. Exhibit F3, letter from LaVielle Geotechnical. The projected increase in storm water runoff and its potential effects on slope stability is especially of concern on the Protassy property because of the significant amount of rainwater that drains across and down the existing roadway and through his property. Another hydrological study performed on site revealed that approximately 52 acres could contribute runoff to the property and roadway area. This amounts to a volume of water ranging from 156 to 195 acre feet which must flow downhill and pass through the property as either surface or subsurface flow. These flows are sufficiently large that they can cause damage to roadways. See CU 12-96, Exhibit J filed herein. Camp Angelos' owner also expressed concerns over the

increased runoff in a letter submitted to the planning department dated 5/12/98, filed herein.

In spite of the volumes of water now traveling down the roadway as documented by experts, Mr. Protassy and Camp Angelos, the County is requiring Mr. Protassy to further increase the width of non-permeable surface, which will just worsen existing conditions. It seems the hearings officer and staff ignored substantial evidence regarding drainage, stability and erosion when it concluded that Mr. Protassy did not demonstrate erosion and slope stability concerns to justify the variance. The landscape creates the practical difficulties. The variance is need to avoid "injuries to property"; precisely what the variance criteria seeks to prevent.

The county decision requiring Mr. Protassy to construct a wider and more intrusive roadway is also in violation of County Policy No. 14. Policy No. 14, developmental limitations states:

> "The County's policy is to direct development and land form alterations away from areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics:
>
> A: Slopes exceeding 20%;
> B. Severe soil erosion potential;
> C. Land within 100 year flood plain;
> D. A high seasonal water table...;
> E. A fragipan less than 30 inches from the surface;
> F. Land subject to slumping, earth slides or movement.

The county is violating Policy 14 by directing development in an area that will likely create erosion problems for the roadway and downhill property owners. The County is requiring applicant to widen the exiting roadway, thus requiring significant cut and fill. The roadway will have to be cut into the hillside because of the width the county is requiring. This will increase the

risk of slides and slumping in what is now a stable slope. Furthermore, the increase roadway surface will increase runoff and thus impact downhill property owners. Both owners have expressed concern over requiring the increase in width and roadway surface and have submitted testimony of expert witnesses regarding the impacts of the increased road surface.

**Required 20 foot wide extension on East 170 feet, will destroy mature trees:**

If the Commission disagrees with Mr. Protassy and is going to require Mr. Protassy to extend the Camp's roadway an additional 4 feet, to 20 feet, on the eastern portion of the roadway, the Commission needs to revisit the appropriate length for this expansion. Both the staff and hearings officer agree with Mr. Protassy that practical difficulties associated with the mature Walnut trees prevent expanding the roadway to the south and towards the mature trees. What is alarming is that the requirement that Mr. Protassy extend the roadway the full 20 feet for 170 feet will result in the destruction of mature walnut trees. The first mature walnut tree is 160 feet from the property line, not the 170 feet estimated by staff at page 11 of the hearings officer decision. This office and Mr. Protassy visited the site on Friday, July 10, 1998 and took accurate measurements. To require a twenty foot roadway for the first 170 feet would result in the lose of Walnut trees. Such a result is contrary to what the staff and hearings officer attempted to avoid. Thus, any 20 foot wide roadway requirement, or a 4 foot expansion of the Camp's 16 foot roadway, should only extend to a point that provides a sufficient buffer for the first mature Walnut tree. To flatly apply a condition that 170 feet needs to be 20 feet wide will result in the loss of mature trees. Expert arborists have testified that any movement to the south could impact the trees. Exhibit A1, at C. The trees are presently 9 feet from the roadway surface. Thus 9 feet is a needed buffer.

Therefore the Commission should only require Mr. Protassy to extend the Camp's 16 foot roadway to 20 feet for a length of 151 feet. Even better, rather than making a specific numerical condition, Mr. Protassy requests language that will protect the first mature walnut tree such as: 20 feet wide for length from Steven Road property line until nine feet from first mature tree.

**Condition of Improvements needs to be rephrased:**

If the Commission requires Mr. Protassy to construct improvements, the condition needs to be rephrased to ensure Mr. Protassy's land use and Constitutional rights are protected. The condition needs to ensure that any requirement of Mr. Protassy to expand the roadway will arise only after Camp Angelos has made its required roadway improvements to 16 feet. This is the only way to ensure that Mr. Protassy is not required to cover the entire cost of the improvement. If he is required to pay for the entire cost of the improvement it would be disproportional to the impacts he places on the roadway. Other users, including the Camp and public which use the roadway to access the Camp, would be reaping a benefit at Mr. Protassy's expense. The Camp has stated that up to 160 individuals are at the site for eighteen weekends of the year. The Camp has had over fifty cars on site at once, significantly more use than applicant's one residence generates. Thus, the decision of the county would amount to an unconstitutional taking of private property in violation of the Fifth Amendment to the United States Constitution and Article 1, section 18, of the Oregon Constitution under the **Dolan** rough-proportionality analysis. See **Clark v. City of Albany**, 137 Or. App. 293, 904 P2d 185 (1995), rev. den. 322 Or 644 (1996).

The Taking Clause of the Fifth Amendment to the United States Constitution provides: "[N]or shall private property be taken for public use without just compensation." Article I, section 18, of the Oregon Constitution states in pertinent part:

"Private property shall not be taken for public use, nor the particular services of any man be demanded, without just compensation * * *."

In addition, making Mr. Protassy's performance conditional on the camp's performance will ensure that Mr. Protassy's conditional use approval, and timeline for performance associated with it, does not expire prior to him being permitted to make the required improvements. Mr. Protassy's ability to construct an 18-20 foot wide roadway without experiencing practical difficulties is dependent upon Camp Angelos meetings its requirement to construct a 16 foot wide roadway.

Mr. Protassy, applicant herein, respectfully requests the decision of the Hearings Officer be reversed and his variance request granted.

Respectfully submitted,

Gary P. Shepherd
Of Attorneys for Applicant

CC: client
Jeff Litwak, County Counsel
Board of County Commissioners

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MULTNOMAH COUNTY
PLANNING SECTION

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DENISE FRISBEE

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HAND DELIVERED

September 24, 1997

Liz Fancher, Hearings Officer
Multnomah County Department of
Environmental Services
Transportation and Land Use Planning Division
Multnomah County
2115 S.E. Morrison St.
Portland, OR 97214-2865

Case File: Conditional Use CU 12-96
Significant Environmental Concern SEC 27-96
Major Variance HV 18-96

Applicant: Andre Protassy

Dear Madam Hearings Officer:

This office represents the Applicant, Andre Protassy. Mr. Protassy offers the following additional evidence and comments in response to the staff report and the questions outlined by the Hearings Officer at the July 16, 1997 hearing and in her subsequent written comments of July 18, 1997.

Submitted herewith are the following Exhibits:

Exhibit A - Materials from Multnomah County Planning Case No. LE 6-87

Exhibit B - Materials from Multnomah County Division of Assessment and Taxation Re: Accounts No. R-00403-0490 and R-00408-0440

Exhibit C - Materials relating to Insurance Settlement for Fire Loss of 10/22/88

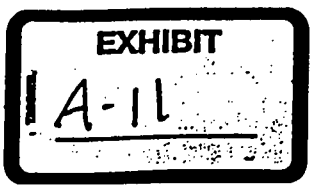

Exhibit D - Letter from Nicholas O'Connell regarding fire loss and rebuilding the destroyed house

Exhibit E - Proposal and Contract for septic installation dated 5/18/89 and canceled payment checks

Exhibit F - City of Gresham Temporary Electrical Hookup Permit No. 10546 and Payment Receipt No. 78137, both dated 6/7/89

Exhibit G - Miscellaneous building materials receipts

Exhibit H - Transcript of July 16, 1997, hearing in CU 12-96/SEC 27-96/HV 18-96

Exhibit I - Photographs of the previously existing house prior to and after the October 22, 1988, fire

Exhibit J - Letter dated September 17, 1997, from Robert E. Rallison, P.E., Hydraulic Engineer, with attachments

Exhibit K - Letter dated September 18, 1997, from Daniel F. Green, Vice President, Woodland Management, Inc.

Exhibit L - Estimates from Emmert International dated September 9, 1997 and Watson Plumbing dated September 5, 1997.

## I. APPLICANT'S HOME IS A REPLACEMENT DWELLING ALLOWED BY RIGHT UNDER MCC 11.15.2048(E) AS A USE PERMITTED OUTRIGHT AND ALSO UNDER MCC 11.15.2049(B) AS A USE PERMITTED UNDER PRESCRIBED CONDITIONS.

MCC 11.15.2048(E) allows the replacement of a previously existing dwelling, on the same lot as the replaced dwelling, a use permitted outright, subject to the following two conditions:

1. The replacement dwelling must be located within 200 feet of the replaced dwelling; and

2. The replaced dwelling must have been habitable, have had reliable running water for domestic use, and contained a cooking/eating area, a sleeping area and bathroom facilities connected tc a sewage disposal system.

MCC 11.15.2049(B) allows a restoration or replacement dwelling when replacement results from destruction by fire, subject to the following two conditions:

1. The restoration or replacement was commenced within 1 year of the fire; and

2. If the replacement dwelling is located more than 200 feet from the replaced dwelling the standards of MCC .2074 apply.

Prior to 1987, the properties now known as 32151 and 32152 SE Stevens Road were one property, then known as Tax Lot 49 (Account R-00403-0490), with the address of 32151 SE Stevens. This property was approximately 30 acres in size.

By Multnomah County Case No. LE 6-87, this property was divided into two legal Lots of Exception, creating an approximately 19.5 acre Parcel 1 which remained Tax Lot 49 (Account R-99405-0490) known as 32151 SE Stevens, and the newly created approximately 12 acre Parcel 2 which became Tax Lot 44 (Account R-99408-0440) known as 32152 SE Stevens. (See Exhibit A, pages A-1, A-3, and A-4).

The County tax records show slightly different acreage figures, however their Change Order records also show the division of the 29.88 acre Tax Lot 49 into an 18.35 acre Tax Lot 49 and an 11.53 acre Tax Lot 44 (See Exhibit B, page B-1).

The newly created 11.53 acre Tax Lot 44 is now the Protassy property, known as 35152 SE Stevens.

The following supports the conclusion that Mr. Protassy's house qualifies under both MCC 11.15.2048(E) and .2049(B) as a replacement dwelling:

1. The application in Case No. LE 6-87 shows the existence of 2 dwellings on the old Tax Lot 49 (See Exhibit A, page A-1), with the location of the two houses shown on the approved Tentative Plan (Exhibit A, page A-3) and on the approved survey (Exhibit A, page A-4). One house is shown on Tax Lot 49 (Parcel 1) and the other on Tax Lot 44 (Parcel 2).

2. The tax account Characteristics Card printout for Tax Lot 49 at 35151 SE Stevens (Account R-99405-0490), dated 7/06/89, although reflecting the new size of 18.35 acres, still shows the two improvements, one being an 880 sq.ft. 1 story house with a basement and attached garage built in 1900 (See Exhibit B, page B-6) and the other being a 693 sq.ft. 1 story bungalow type house built in 1940, as both being located on the 18.35 acre parcel.

   The tax account Characteristics Card printout for the new Tax Lot 44 of 11.53 acres (Account R-99408-0440), dated 7/6/89, shows that the separate account was set up, but does not show any characteristics for a house on that 11.53 acre parcel.

   The only logical conclusion is that the characteristics of the second house (the 693 sq.ft. 1 story bungalow house built in 1940), which was the house located on the new 11.53 acre Tax Lot 44 (now the Protassy property), were not transferred over to the right account as of 7/06/89. It is clear from Planning Case LE 6-87 that one house went with each lot, and the materials in Exhibit A show the specific location of that house on the Protassy property.

3. Mr. Protassy received an insurance payment on December 15, 1988, as the result of a fire loss occurring on October 22, 1988. (See Exhibit C, page C-1). Attached to the copy of the insurance draft is a floor plan diagram which Mr. Protassy provided to the insurance company, prepared by Mr. Protassy's tenant prior to the

fire, Stefan Gerov. (See Exhibit C, page C-2). The photographs on Exhibit I show the house prior to the fire and the kitchen area after the fire.

4. Mr. Protassy's neighbor, Nicholas O'Connell, at 32202 SE Stevens, verifies that the rental house on the Protassy property burned in October, 1988, and that Andre began rebuilding in the Spring of 1989. (See Exhibit D).

5. Mr. Protassy testified at the hearing that the pre-existing house was built before 1960, (Tr. p. 13) and had existed there for at least 30 to 40 years prior to its destruction by fire in October 1988. (Tr. p. 13). This testimony was supported by the testimony of Mr. Pinheiro, a prior owner, who supplied photos of the old house on the site. (Tr. p. 18-19).

6. Mr. Protassy began the replacement dwelling by having a new 1000 gallon septic tank and 225' drain field installed in May, 1989. The work was done by Randy Lee, of 42912 E. Larch Mt. Road. (See Exhibit E).

7. Mr. Protassy secured a Multnomah County temporary electrical permit for construction on June 7, 1989, Permit No. 10546 (Exhibit F, page F-1), issued through the City of Gresham, Receipt No. 78137 dated June 7, 1989 (Exhibit F, page F-2).

8. Mr. Protassy continued construction on his home (See Exhibit G). Exhibit G is comprised of numerous receipts for framing lumber, nails, cement, electrical, plumbing and roofing materials.

9. The replacement house was built on the same spot as the replaced house. (Tr. P. 13, 19, and Exhibit A).

The existence of the prior dwelling cannot seriously be doubted. The Hearings Officer apparently recognized this at the hearing (See Transcript of Hearing, pp. 19, 38), even before seeing the evidence submitted herewith. The evidence is undisputed that there was a previously existing dwelling, that the dwelling burned in a fire in October, 1988, and that construction commenced on the replacement dwelling by May, 1989.

In summary, the house partially completed at 32152 SE Stevens is a replacement dwelling, and it is allowed by right under MCC 11.15.2048(E) as a Use Permitted Outright and also is allowed under MCC 11.15.2049(B) as a Use Permitted Under Prescribed Conditions. As such, the Applicant is not required to show compliance with the other approval criteria contained in MCC 11.15 as set out in the Staff Report. Such criteria are not applicable to this replacement dwelling.

## II. CRITERIA FOR CONDITIONAL USE APPROVAL OF A TEMPLATE DWELLING IN THE CFU ZONE

Even though Applicant believes MCC 11.15.2052(A) does not apply, these criteria will be addressed since they are addressed in the Staff Report.

MCC 11.15.2052(A) identifies the criteria for approval of a template dwelling in the CFU zone. Staff acknowledges that Applicant meets the criteria listed in MCC 11.15.2052(A)(1) - (6) and in (A)(8). Section (A)(6) requires submission of a stocking report which staff acknowledges could be validly implemented with a condition of approval.

Subsection (A)(7) requires conformance to the development standards set forth in MCC 11.15.2074. This section would, if applicable, bring into play the main issues identified by the Hearings Officer:

A. The impact of the Applicant's home on adjoining forest or agricultural lands; and

B. The impact of the drainage of water on siting this house.

### A. COMPLIANCE WITH MCC 11.15.2074, DEVELOPMENT STANDARDS

Though it is Applicant's position that his home qualifies as a replacement dwelling and thus need not comply with the Development Standards set forth in Section 2074, the dwelling nonetheless can satisfy those requirements. The focal issue is siting and its relationship to forest and agricultural practices on Applicant's and his neighbors' properties.

Section A(1) requires the dwelling to be located such that "it has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G)". The application for a variance request is made in recognition that the current dwelling location does not meet the 200 foot side and front yard setbacks for this zone. That issue will be addressed separately.

The existing location of the home has the least impact on nearby or adjoining forest or agricultural lands. Attached as Exhibit K is a letter from Daniel F. Green, a forester with 28 years of professional experience, who has visited the property and evaluated the property and the neighboring properties. As expressed in his letter, it is Mr. Green's opinion that:

(1) the location of a house on any property typically does not affect the neighbors' farm or forestry practices, so whether it is located in the northwest corner or further east has no impact;

(2) for this specific property, locating the house where it is, tucked in the northwest corner, close to the previously existing road, power lines and the house to the north, minimizes any potential impact; and

(3) whatever questionable benefit there might possibly be to locating the Protassy house more centrally on his property would surely be outweighed by the obvious negative impact on the forest or farm production of his own property.

Mr. Green's professional opinion is apparently similar to the Hearings Officer intuitive observation at the July 16 hearing, that being that it the location of the house where it is might meet the "least impact" requirement because it would have the same impact if it were situated towards the center of the property and in compliance with the setback requirements. (Tr. p. 39).

With respect to the Camp property to the west, it is Mr. Green's opinion that the location of the house as constructed will not negatively impact forest practices on that site, and offers the advantage of clustering the house with the existing impacts caused by the exiting development (electrical lines, road, and house to the north). Such location also minimizes the

potential negative impact on farming that could be generated on property to the north and east. Mr. Green also states that the current location minimizes any negative impact on agricultural practices on Applicant's own property. In sum, Mr. Green's evaluation indicates that the dwelling as currently sited has the least impact on his own and on nearby or adjoining forest or agricultural land.

Again, the Staff Report acknowledges that Applicant meets all other Development Standards contained in Section A.

B. UNIFORM BUILDING CODE CONSIDERATIONS OF MCC 11.15.2074(B)

Section B requires the dwelling to comply with the standards of the Uniform Building Code. This would be an appropriate condition of approval.

It is clear that Mr. Protassy did not secure the required building permits at the time he began construction. Obviously, he must comply with the Uniform Building Code in order to be able to occupy the structure. Failure to comply with the Building Code, however, should not automatically disqualify him from the requested zoning approvals.

Mr. Protassy acknowledges that he must secure the appropriate building permits, and must comply with the applicable building codes.

## III. CRITERIA FOR APPROVAL OF SEC PERMIT

The general issue with regard to approval of the SEC permit relates to the staff's questioning whether the house could be moved farther to the east, in other words farther from the Sandy River Gorge. Testimony at the hearing indicated that the house could not be moved farther to the east because the eastern portion of the property was generally covered with water during the winter months. This testimony was offered by Mr. Protassy, by Nicholas O'Connell, the owner of 32202 S.E. Stevens, and by Mr. Pinheiro, the prior owner of the Protassy property.

Attached as Exhibit J is a letter dated September 17, 1997, from Robert E. Rallison, P.E., a hydraulic engineer, who has been out to the site and performed certain calculations with regard to this property (see Exhibit J). Mr. Rallison concludes that approximately 52 acres of property drain onto the Protassy site, that the Protassy site being the low point between these 52 acres and the river is the natural drainage point, and that as a result of diking along the Protassy property to protect erosion along the top of the Sandy River bank escarpment, ponding occurs on the Protassy property. He concludes that this is an indicator that "excess water on the property is a long-standing problem." (See Exhibit J).

The Hearings Officer appears concerned about a report that the Protassy house where it exists has experienced flooding. Mr. Protassy states that the only time that his existing house flooded was when he failed to properly hook up the water lines, and had water backing up underneath his house. He states that he showed this condition to a representative of the Camp, and believes that the reason the representative of the Camp mentioned flooding of the house is this one incident in which the pipes were not properly hooked up.

Mr. Protassy indicates that he is not aware of any flooding at the current location during the period of time in which he owned the house, and there have been no reports of flooding from any of the prior owners or any of the neighbors.

To the contrary, the testimony of the prior owner and the neighbor, along with that of Mr. Protassy, as supported by the engineer, Mr. Rallison, is that it is the eastern portion of the Protassy property which experiences the annual water problems, not the site where a house has been located since the 1940's.

In terms of the SEC permit, the house is located as far to the east and as far from the Sandy River bank as possible, given the flooding problems and standing water to the east of the existing home.

There is evidence in the record from Mr. Protassy, in terms of photographs and his personal testimony, indicating that the house is not visible from across the Sandy River Gorge. Mr. O'Connell testified that the house is not visible from the Sandy River. (Tr. p. 23). Also, there is no evidence in the record that

his house is visible from any location downhill of the property within the Sandy River Gorge itself. The staff did note that there were portions of the river visible from the Protassy property, however this is not the same as saying that the house itself is visible from the river gorge. Given the problems with standing water and the wetness of the soil during the winter months, which results from the drainage of 52 acres downhill onto the Protassy property, the house is located as far as possible from the river gorge.

## IV. CRITERIA FOR APPROVAL OF THE MAJOR VARIANCE

The variance approval criteria are contained in MCC 11.15.8505. The four criteria are addressed as follows:

1. **A circumstance or condition applies to the property for the intended use that does not generally apply to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.**

This property is unique in that, as Mr. Rallison points out (see Exhibit J), this property is at the bottom of a 52-acre drainage area. The physical characteristics of the property, including natural features and topography, result in the entire eastern portion of the property being inundated with water during the winter months. Based on calculations made by Mr. Rallison, there are approximately 156 to 195 acre feet of water passing through the property during the average winter season of November through March. As Mr. Rallison points out, this results in the eastern portion of the property being wet, with ponding and a longstanding water problem. The original house built on this site was built, according to tax records, in 1940. Testimony at the hearing indicates that the house has been at that location for 30 years or more. The experience over this period of time is that the house at that location does not flood, making it the only location on the property for the appropriate location of a dwelling. The unique circumstances of this property do not apply to other property in the same vicinity or district.

2. The zoning requirement would restrict the use of the subject property to a greater degree than it restricts other properties in the vicinity or district.

The imposition of the standard 200 foot setback would prohibit the Applicant from placing the house on his property. The only portion of the property which would fall within the area 200 feet from the east, west and north property line lies in the area in which the neighbor and prior property owner, along with Mr. Protassy and Mr. Rallison, indicate is the area of principal water inundation. The 200 foot limit cannot be met, and the imposition of the 200 foot setback would prohibit Mr. Protassy from having a house on his property.

3. The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.

Surrounding properties are zoned CFU. A professional forester, Mr. Green, has evaluated the impact of the Protassy house on the neighboring properties, and finds that there would be no impact. To the extent that there could be some potential impact, Mr. Green finds that clustering his house at its location near the road, power lines, and a neighbor's house to the north, is the best location on the Protassy property in terms of any potential interference on neighboring farm and forest practices. (See Exhibit K).

4. The granting of the variance will not adversely affect the realization of the Comprehensive Plan, nor will it establish a use which is not listed in the underlying zone.

Staff agrees that the approval of the variance would not adversely affect realization of the Comprehensive Plan, nor establish a use not allowed in the zone. Further, as noted by Mr. Green in his letter of September 18, 1997, location of the house on the Protassy property tucked in the northwest corner, maximizes the potential production of the Protassy property. (See Exhibit K).

As demonstrated, the variance approval criteria are met for this Application.

## V. COST OF MOVING THE EXISTING HOME

The issue of the cost of moving the existing house was raised by the Staff at the hearing. (Tr. P. 11). Enclosed as Exhibit L are the estimates of Emmert International and Watson Plumbing Company with regard to the potential relocation of the existing structure. Emmert International estimates a cost of $31,500 to move the existing house any distance to the east, plus an additional approximately $4,500 for foundation work. Watson Plumbing indicates approximately $4,600 for plumbing work. These estimates combined total approximately $40,000 simply to move the house to the east, and place it on a foundation with adequate plumbing.

This estimate does not include the cost of running new electrical lines, nor does it include the cost of construction of an over 200 foot driveway to attempt to place the house 200 feet from all of the property lines. Total costs have been estimated by Mr. Protassy to be approximately $100,000.00 (Tr. p. 16).

Please, however, remember that based on the expert testimony of Mr. Rallison and Mr. Green, as well as the testimony of those people most familiar with the property (the owner Mr. Protassy, the prior owner Mr. Pinheiro, and the neighbor Mr. O'Connell), the only appropriate location is the northwest corner of the property where the home is currently located. No evidence has even been offered to contradict this testimony.

## VI. SUMMARY

Mr. Protassy has demonstrated that his house should be allowed outright as a replacement dwelling, without the requirement of meeting the other approval criteria set out in the staff report. Nevertheless, the materials and testimony submitted prior to and at the hearing, along with the materials submitted with this letter, demonstrate that the approval

criteria are met for the template dwelling, for the SEC review, and for the variance to the setback requirements.

Mr. Protassy's house should be approved at its existing location.

Respectfully,

Paul Norr

PN:srs
Enclosures

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# MULTNOMAH COUNTY OREGON

Department of Environmental Services/Division of Planning and Development/2115 S.E. Morrison St./Portland, Oregon 97214 • 248-3043

## APPLICATION FOR ADMINISTRATIVE APPROVAL - LOT OF EXCEPTION

Application is hereby made for Administrative Approval of one (two) Lot(s) of Exception, pursuant to the provisions of Subsection _____ of Ordinance No. 100.

No. G-87

Property Description: 32151 SE STEVENS RD
'TL '49' SEC 5, 1S 4E

Zone MUF19 SEC

Owner Name: WINIFRED PINHEIRD
address: 3007 NE 181 ST. PORTLAND, OREGON 97230
telephone: 665-4816

Associated File No. —

Date Filed 7-2-87

Applicant Name: FRANK A. WINDUST, JR.
address: 37935 SE RICKERT Rd., CORBETT, OR 97019
telephone: 695-5132

Decision Filed _____

Description of Proposal (attach map):

SZM No. 674, 683B

Rec'd by AP

Fee $40

Existing dwellings 2 Proposed dwellings 2

Receipt _____

State of Oregon )
County of Multnomah ) ss

I, FRANK A. WINDUST, JR. Frank A Windust, Jr

_____ each being first duly sworn, depose and say that I am(~~one of~~) the applicant(~~s~~) in the foregoing application and that the same is true as I verily believe.

Frank A Windust Jr

Subscribed and sworn to before me this 2nd day of July, 1987.

Barbara McVeigh
Notary Public for Oregon

My Commission Expires 12-9-88

Over

EXHIBIT A PAGE A-1

DECISION

Division of the property to create _____ Lot(s) of Exception is hereby APPROVED/DENIED on a finding that the number of permitted dwellings will not/will thereby be increased above that otherwise allowed in the district.

CONDITIONS

1. "Comply with requirements for Exempt Minor Partition"

1. Provide a report from the Division of Assessment and Taxation indicating the value of the dwelling unit on the property

All existing structures on the property shall meet all MUF-19 setback requirements with respect to new property line.

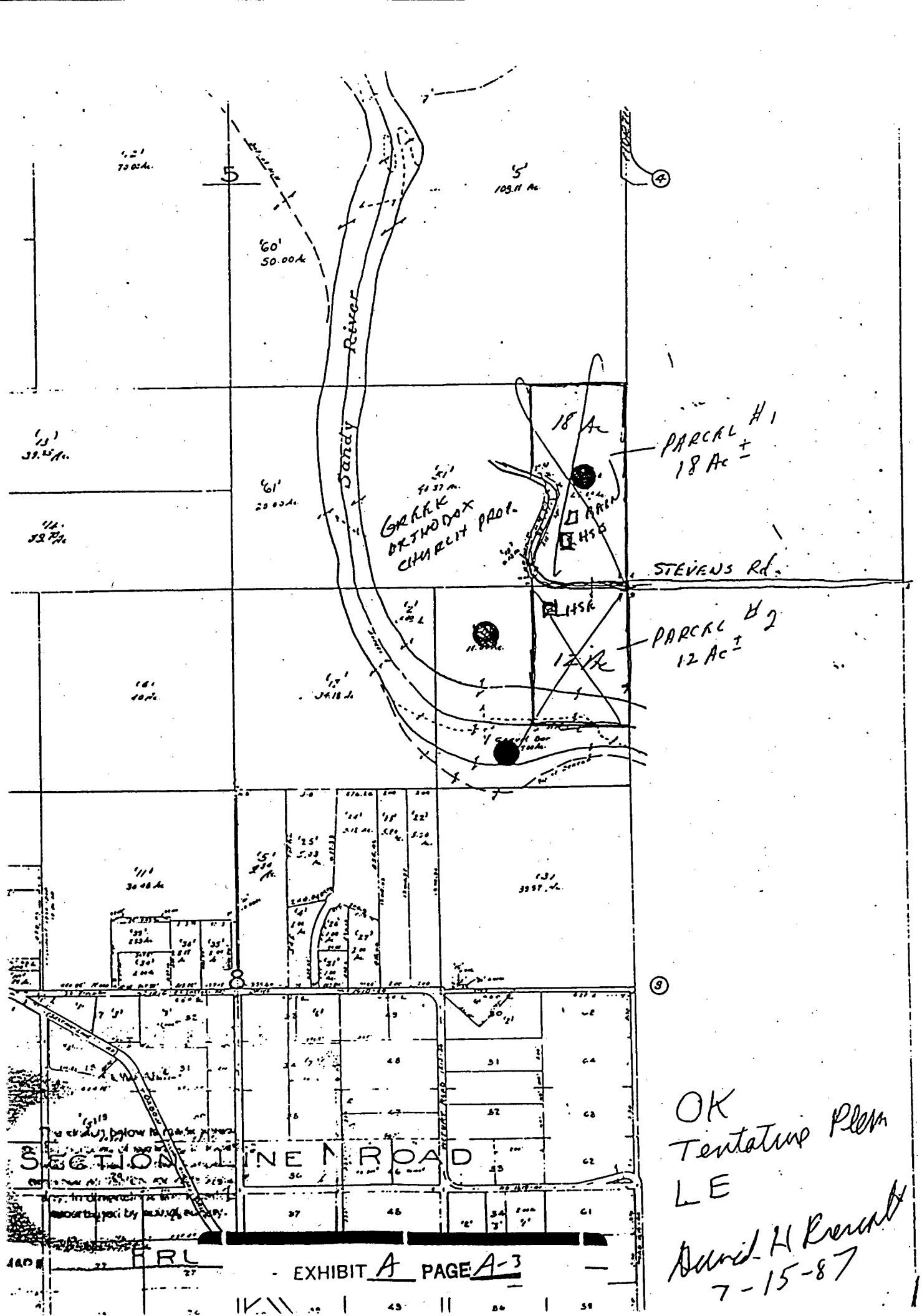
NOTICE: This decision maybe appealed within ten days, pursuant to the provisions of Subsection 12.38 of Ordinance No. 100. For information on appeal procedure, contact Land Development Section, 2115 S. E. Morrison Street / 248-3043.

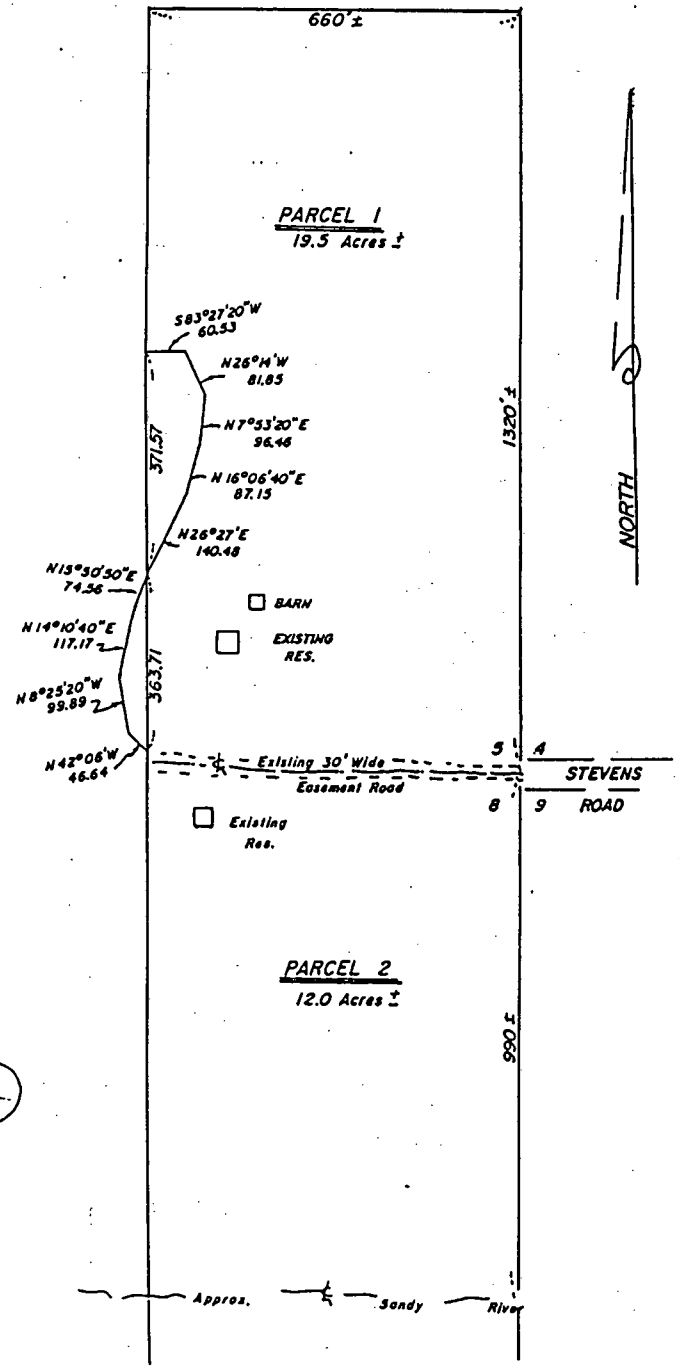
MULTNOMAH COUNTY, OREGON
DEPARTMENT OF ENVIRONMENTAL SERVICES

LE 6-87 APPROVED/DENIED

Title David H. Prescott, Planner
for Director, Planning & Development

Date: 7-15-87


Sandy River
PARCEL #1
18 Ac ±
18 Ac
GREEK ORTHODOX CHURCH PROP.
STEVENS Rd.
PARCEL #2
12 Ac ±
12 Ac
SECTION LINE ROAD
EXHIBIT A PAGE A-3
OK
Tentative Plan
LE
David H Renault
7-15-87




REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
MAY 6, 1960
GENE A. LEUTHOLD
475

LE - 6 - 87

EXEMPT MINOR PARTITION

IN S.E. 1/4 SECTION 5

R. 4 E. W.M. SECTION 8

EXEMPT MINOR PARTITION *
(Under Mult Co Ord #174)

DEC 1987

LAN & LEUTHOLD, INC.
SURVEYING
4827 N. E. 105th. AVENUE
ORTLAND, OREGON 97220
503 — 254-0734

PARCEL # 1

A tract of land in the S.E. ¼ of Section 5 T. 1 S., R. 4 E., W.M. Multnomah County, Oregon described as follows:

Beginning at the Southeast corner of Section 5 T. 1 S., R. 4 E., W.M.. Multnomah County, Oregon; thence Westerly along the centerline of a 30.0 foot easemdnt road a distance of 660.0 feet more or less to a point in the West line of the East ½ of the Southeast ¼ of the Southeast ¼ of said Section 5; thence North along said East line to a point that is 45.0 feet North of the Southwest corner of the East ½ of the S.E. ¼ of the S.E. ¼ of said Section; thence North 42° 06' West 46.64 feet; thence North 8° 25' 20" West 99.89 feet; thence North 14° 10' 40" East 117.17 feet; thence North 15° 50' 50" East 74.56 feet to a point in the East line of the afore said subdivision which is 363.71 feet North of the S.E. Corner thereof; thence North 26° 27' East 140.48 feet; thence North 16° 06' 40" East 87.15 feet; thence North 7° 53' 20" East 96.46 feet; thence North 26° 14' West 81.85 feet; thence South 83° 27' 20" West 60.53 feet to a point in the East line of the afore said subdivision; thence North along said East line 585.0 feet more or less to the Northwest corner of said East ½ of the S.E. ¼ of the S.E. ¼ of said Section 5; thence East along the North line of said East ½ a distance of 660.0 feet more or less to the Northeast corner of said East ½ and a point in the East line of said Section 5; thence South along said East line a distance of 1320.0 feet more or less to the point of beginning...

Containing 19.50 acres more or less....

Subject to and togeather with a 15.0 foot easement each side of the South line of the above described Tract..

EXEMPT MINOR PARTITION *
(Under Mult Co Ord #174)
date 29 OCT. 1987
by Irving G Ewen
Land Development Section
MULT CO ENVIRON SERVICES
* REF: Case # LE 06-87

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MAY 8, 1959
GENE A. LEUTHOLD
475

EXHIBIT A PAGE A-5

LLAN & LEUTHOLD, INC.
SURVEYING
4827 N. E. 106th AVENUE
PORTLAND, OREGON 97220
503 — 254-3734

PARCEL # 2

A tract of land in the S.E. ¼ of Section 5 and the N. E.,¼ of Section 8 T. 1 S., R. 4 E., W.M. Multnomah County, Oregon described as follows:

Beginning at the Southeast corner of Section 5 T. 1 S., R. 4 E., W.M. Multnomah County, Oregon; thence Westerly along the centerline of a 30.0 foot easement road a distance of 660.0 feet more or less to a point in the West line of the East ½ of the Southeast ¼ of the Southeast ¼ of said Section 5; thence South along said West line 20.0 feet more or less to the Northwest corner of the East ½ of the Northeast ¼ of the Northeast ¼ of Section 8; thence South along the West line of the East ½ of the N.E. ¼ of the N.E. ¼ a distance of 900.0 feet more or less to the center of Sandy River; thence Easterly in the center of said Sandy River a distance of 660.0 feet more or less to a point in the East line of Section 8; thence North along the East line of said Section 8 a distance of 990.0 feet more or less to the point of beginning..

Containing 12.0 Acres more or less....

Subject to and togeather with a 15.0 foot easement each side of the North line of the above described Tract..

EXEMPT MINOR PARTITION *
(Under Mult Co Ord #174)
date 29 OCT. 1987
by Irving G Ewen
Irving G Ewen
Land Development Section
MULT CO ENVIRON SERVICES

* REF: Case # LE 06-87

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MAY 8, 1979
GENE A. LEUTHOLD
475

EXHIBIT A PAGE A-6

AM3745 112087 205453 00058

REPORT NBR R062-AM37-01
DATE RUN 11/23/87

CHANGE ORDER

BATCH NBR=9734

PAGE 1
ACT SYST=M

ACCOUNT R-99403-0490 VOUCHER 87-2007 CODE C13 YEAR 87

SPLIT DDPR DEFERRAL ACCT

TAX DATA

OWN GRAHAM,ROBERT W
(01) Pinheiro, Winifred

XXXXXXOWNER NAME LINE2XXXXXX

YR ACQ= 75
(20) 87

BK & PG 10331900
(22) 2045/713

ML1 XXXXTAXPAYER NAME LINE1XXXXX
(02)

XXXXTAXPAYER NAME LINE2XXXXX

ML2 32151 SE STEVENS RD
(03) 3007 NE 181st AVE

CORBETT, OREGON
(04) 6

97019
(05) 30

ADD SECTION 05 1 S 4 E
(18)

MAP= 51S4E
(21)

A/D=2
(26)

LG1 TL 49 29.53 ACRES
(06) TL 49 18.35 Acres

XLOT1X
(07)

XBLK1X
(08)

XXXXXXLEGAL DESCRIPTION2XXXX
(09)

XLOT2X
(10)

XBLK2X
(11)

LG2 XXXXXXLEGAL DESCRIPTION3XXXX
(12)

XLOT3X
(13)

XBLK3X
(14)

XXXXXXLEGAL DESCRIPTION4XXXX
(15)

XLOT4X
(16)

XBLK4X
(17)

MSG GRAHAM, ROBERT
(27) Out

DIV
(23)

DIVISION 112087

XXXXXXINFORMATION NOTE3XXXXX
(29)

SIT 32151 SE STEVENS RD
(23)

CORBETT, OR
(24)

97019
(25)

STA CS=P
(41) N

FS=
(42)

AC=C
(43) D

NT=
(44)

SC=
(45)

DM=
(47)

AV=555002
(51)

SV=103241
(49)

L/C=358
(63)

CHA ZN= MUFSEC
(19)

RC=644
(50)

PT=A
(52) A

PW= 29.53
(53) 18.35

PL=
(34)

CENSUS=105.00
(55)

ID=71
(56)

YR=82
(57)

IMP CC= 6 0
(58) (59)

YB=1900
(60)

LA= 1,090
(61)

LU=
(62)

1 NH=020
(67)

CT=
(63)

NS= 1.0
(64)

UC=3
(65)

AS=0
(66)

FP= 0
(67)

COMMENT
(59) MAP LEGAL 87 10-29-87 2051-1379 / EXC 11.53 AC into TL 49 / Deed. 9-28-87 Section 8

EXHIBIT B PAGE B-1

8508
8471

11A007
H AM3745 122487 182736 00021

REPORT NBR R042-AM37-01
DATE RUN 12/24/87

# CHANGE ORDER

BATCH NBR=8471



ACCOUNT R-99405-0490 STATE ID - -

OWNER: PINHEIRO,WINIFRED
01 PINHEIRO,KENNETH W+ WINIFRED,J

MAILING: 3007 NE 181ST AV
PORTLAND, OREGON 97230

MESSAGES: 22)2055 0293

MESSAGES CONTINUED

VOUCHER 87-2007
YR/AC 87
DIV DIVISION 112087

VOUCHER | CODE | YEAR | DEFERRAL

ADDITION

SECTION 05 1 S 4 E MAP 5154E A/D 2

LEGAL
TL 49 18.35 ACRES

CODE= SIT 32151 SE STEVENS RD (23) CORBETT, OR (24) 97019 (25)

C10

STA CS=N FS= (41) (42) AC=D (43) NT= (44) SC= (45) DM= (47) AV=872007 (51) DV=872007 (49) ANNEX= (79) L/C=358 (68)

CHA ZN=MUFSEC (19) RC=644 (50) PT=A (52) PH= (53) 18.35 PL= (54) CENSUS=105.00 (55) ID=71 (56) YA=82 (57)

IMP CC=4 D (58) YB=1900 (59) LA= (60) 1,080 LU= 1 (61) NH=020 (62) CT= (63) NS= 1.0 (64) UC=8 (65) AS=0 (66) IP= 0 (67)

| | | | | | | |
|---|---|---|---|---|---|---|
| V | YR=86 | CD=M | DT=04/21/86 | LAND= | 33,100 | IMP= 35,000 |
| V | YR=87 | CD=A D | DT=03/20/87 | LAND= | 32,950 29660 | IMP= 34000 |
| E | YR= | ET= | | LAND= | | IMP= |

| | | | | | |
|---|---|---|---|---|---|
| D | CD=FB | ACREAGE= | 8.43 | VAL= | 1,420 |
| D out | CD=~~FA~~ | ACREAGE= | ϕ5.00 | VAL= ϕ | 440 |
| D | CD=GB | ACREAGE= | 13.45 6.92 | VAL= 3030 | 5,880 |
| D | CD=GE | ACREAGE= | 2.00 | VAL= | 210 |
| D | CD=NA | ACREAGE= | 1.00 | VAL= | 25,000 |

| | | | | |
|---|---|---|---|---|
| H | YR=82 | TYPE=F | TAXABLE= 4,220 | L/C=358 |
| H | YR=82 | TYPE=G | TAXABLE= 7,390 | L/C=358 |
| H | YR=83 | TYPE=F | TAXABLE= 3,570 | L/C=358 |
| H | YR=83 | TYPE=G | TAXABLE= 6,990 | L/C=358 |

CONTINUED

| ROUTING | SEQ | INT | DATE |
|---|---|---|---|
| DIVISION | | | |
| DRAFTING | | | |
| EXEMPTION | | | |
| APPRAISAL BUILT. | | | 11/2/88 |
| TAX CONTROL | | | |
| DATA ENTRY | | | |
| PERS. PROPERTY | | | |
| 2-3-17 | | | |

Release to owner
L Smith

C

EXHIBIT B PAGE B-2

8508

H AW3745 122487 182736 00022

REPORT NBR R042-AW37-01
DATE RUN 12/24/87

# CHANGE ORDER

BATCH NBR=8471 PAGE 2 ACT SYSTEM

ACCOUNT R-99403-0490 STATE ID - -

OWNER: PINHEIRO;WINIFRED

MESSAGES: YR/AC 87 BCP 20451713 DIV DIVISION 112087

VOUCHER: 87-2007

MAILING: 3007 NE 181ST AV PORTLAND, OREGON 97230

MESSAGES CONTINUED

VOUCHER CODE YEAR DEFERRAL

ADDITION

SECTION 05 1 S 4 E MAP 51S4E A/D 2

LEGAL: TL 49 18.35 ACRES

| | | | | | | |
|---|---|---|---|---|---|---|
| H | YR=84 | TYPE=F | TAXABLE= | 2,730 | L/C=358 | |
| H | YR=84 | TYPE=G | TAXABLE= | 6,670 | L/C=358 | |
| H | YR=85 | TYPE=F | TAXABLE= | 1,950 | L/C=358 | |
| H | YR=85 | TYPE=G | TAXABLE= | 6,400 | L/C=358 | |
| H | YR=86 | TYPE=A | TAXABLE= | 8,100 | L/C=000 | |
| H | YR=86 | TYPE=B | TAXABLE= | 30,000 | L/C=000 | |
| H | YR=86 | TYPE=F | TAXABLE= | 1,860 | L/C=358 | |
| H | YR=86 | TYPE=G | TAXABLE= | 6,240 | L/C=358 | |
| H | YR=87 | TYPE=A | TAXABLE= | 7,950 | L/C=358 | |
| H | YR=87 | TYPE=B | TAXABLE= | 30,000 | L/C=358 | |
| H | YR=87 87 | TYPE=F F | TAXABLE= 1420 | 1,860 | L/C=358 | |
| H | YR=87 87 | TYPE=G G | TAXABLE= 3240 | 6,090 | L/C=358 | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| T | YR=86 | BALANCE= | | T | YR=86 | L/C=358 | LEVIED= | 2,182.61 | TAXABLE= | 68,100 |
| | | | | T | YR=86 | L/C=599 | LEVIED= | 100.00- | TAXABLE= | |
| T | YR=87 | BALANCE= | 31.33 | T | YR=87 | L/C=358 | LEVIED= | 2,350.40 | TAXABLE= | 67,950 |

COMMENT (69) due 11-2-87

EXHIBIT B PAGE B-3

8508

AM3765 112087 205459 00102

REPORT NBR R042-AM37-01
DATE RUN 11/20/87

CHANGE ORDER

BATCH NBR=9736

PAGE 1
ACT SYSTEM

ACCOUNT ~~R-99403-0850~~ 99408-044D VOUCHER 87-2007 CODE A13 YEAR 87

VAL DATA

OWN XXXXXXOWNER NAME LINE1XXXXXX (01) Pinheiro, Winifred
XXXXXXOWNER NAME LINE2XXXXXX
YR ACQ= (20) 87
SC & PG (22) 2045/713

ML1 XXXXTAXPAYER NAME LINE1XXXXX (02)
XXXXTAXPAYER NAME LINE2XXXXX

ML2 XXXXTAXPAYER ADDRESS1XXXXXXX (03) 3007 NE 181st AVE
XXXXTAXPAYER ADDRESS2X (04) 6
XXTP ZIPX (05) 98230

ADD XXXXADDITION NAMEXXXXXX (18) Section 8 15 4E
MAP= (21) 815 4E A/D= (26) 2

LG1 XXXXXXLEGAL DESCRIPTION1XXXX (06) TL 49 44 11.53 Acres
XLOT1X (37) XBLK1X (38) XXXXXXLEGAL DESCRIPTION2XXXX (39)
XLOT2X (10) XBLK2X (11)

LG2 XXXXXXLEGAL DESCRIPTION3XXXX (12)
XLOT3X (13) XBLK3X (14) XXXXXXLEGAL DESCRIPTION4XXXX (15)
XLOT4X (16) XBLK4X (17)

MSG XXXXXXINFORMATION NOTE1XXXXX (27)
XXXXXXINFORMATION NOTE2XXXXX (28)
XXXXXXINFORMATION NOTE3XXXXX (29)

SIT XXXXSITUS ADDRESS1XXXXXXXXXX (23)
XXXXSITUS ADDRESS2XXXX (24)
XSITZIPX (25)

XEA

STA CS= (41) N FS= (42) AC= (43) D NT= (44) SC= (45) OM= (47) AV= (51) DV= (49) L/C= (68) 358

CHA ZN= (19) MUP SEC RC= (50) 673 PT= (52) A PW= (53) 11.53 .DD PL= (54) CENSUS= (55) ID= (56) YA= (57)

IMP CC= (58) YB=0000 LA= (60) 0 LU= (61) 0 YH= (62) CT= (63) NS= 0.0 (64) UC= (65) AS= (66) IP= 0 (67)

COMMENT (69) mp LE 06-87 10-29-87 2051-1379/Out of TL 49 Sec 5/Parcel 2/

12-18-87

8508
3471

EXHIBIT B PAGE B-4

H AW3745 122487 182736 00023

CHANGE ORDER

BATCH NBR=8471

PAGE 1
ACT SYSTEM

REPORT NBR R042-AW37-01
DATE RUN 12/24/87

ACCOUNT R-99408-0440 STATE ID - - VOUCHER CODE YEAR

OWNER
- PINHEIRO, WINIFRED
- C/O PINHEIRO, KENNETH W + / WINIFRED J
- YR/AC 87 BKP 20451713

MESSAGES
22) 2055.293

MAILING
3007 NE 181ST AV
PORTLAND, OREGON 97230

MESSAGES CONTINUED

ADDITION

SECTION 8 1S 4E MAP 8154E A/D ?

LEGAL
- TL 44 11.53 ACRES

VOUCHER
847-2007

DIV DIVISION 122387

CODE= SIT XXXXSITUS ADDRESS1XXXXXXXXXX (23) XXXXSITUS ADDRESS2XXXX (24) XSITZIPX (25)

STA CS=N (41) FS= (42) AC=D (43) NT= (44) SC= (45) OH= (47) AV=872007 (51) DV=872007 (49) ANNEX= (79) L/C=358 (6A)

C 10

CHA ZN=MUFSEC (19) RC=673 (50) 644 PT=A (52) PW= (53) 11.53 PL= (54) CENSUS= (55) ID= (56) YA= (57)

IMP CC= (58) YB=0000 (59) LA= (60) 0 LU= 0 (61) NH= (62) 020 CT= (63) NS= 0.0 (64) UC= (65) B AS= (66) IP= 0 (67)

V YR=87 CD=D DT LAND= 3290 IMP= 1000

E YR= ET= LAND= IMP=

D CD=GB ACREAGE=6.53 VAL= 2850
FE 5.00 440

H YR= 87 TYPE=G TAXABLE= 2850
87 F 440

L/C= 358
358

Y YR= BALANCE= T YR= L/C= LEVIED= .00 TAXABLE=

| ROUTING | SEQ | INT | DATE |
|---|---|---|---|
| DIVISION | | | |
| DRAFTING | | | |
| EXEMPTION | | | |
| APPRAISAL | 1 | T | 1/9/88 |
| TAX CONTROL | | | |
| DATA ENTRY | | | |
| PERS. PROPERTY | | | |

COMMENT (69) Out of TL 49 Sec 5 (99405-0490) /Lvid 11-2-87

C

8508

EXHIBIT B PAGE B-5

MAGE01AP PR023-1 07/06/89 — A & T CHARACTERISTICS CARD - RESIDENTIAL — 01:24:53.7 — 14249

ACCOUNT: R-99405-0490 | TYPE: R | IMPS #: 01 | ACD: C | CHANGE DATE: 1988/02/26 | # OF IMPS: 2 | STATED ID | BATCH NUMBER: 11 22 11

OWNER
PINHEIRO,KENNETH W &
WINIFRED J
TAXPAYER

32151 SE STEVENS RD
CORBETT, OREGON 97019
SITUS ADDRESS
(187) 32151 SE STEVENS RD
(188) CORBETT, OR
(189) 97019
IMPROVEMENT ADDRESS
(100)

(101) STR CLASS: 4.0
(102) STR TYPE: D
1 ST W/BASE/ATT
(103) ARCH STYLE: 0
OTHER

(190) APPR STATUS: K
(110) APPR DIST: 2
(111) NEIGH CODE: 020
(112) MAP NBR: 51S4E
(113) ZONING: MUFSEC
(114) RATIO CODE: 644
(115) USE CODE: B
LEVY CODE: .358
TAX STATUS:

ADDITION NAME: SECTION 05 1 S 4 E
LEGAL LINE | LOT | BLOCK
TL 49 18.35 ACRES

VALUATION SUMMARY

| YEAR | CD | DATE | LAND | IMPS | TOTAL |
|---|---|---|---|---|---|
| 87 | D | 02/02/88 | 29660 | 34000 | 63660 |
| 88 | A | 03/16/88 | 29720 | 34000 | 63720 |
| 89 | A | 02/26/89 | 30900 | 34000 | 64900 |

SALES DATA

| PRICE | DATE | TYPE | REASON | BOOK/PAGE |
|---|---|---|---|---|
| 84950 | 1989-04 | C | A | 2203-1827 |
| | - | | | - |
| | - | | | - |
| | - | | | - |

LAND DATA
(001) SIZE 18.35 ACRES
(002) ROAD TYPE P — D,G,P,S:
(003) ROAD COND A — A,B:
(004) CUL DE SAC
(005) CORNER
(006) ALLEY
(007) PARKWAY
(008) TRAFFIC LEV L — L,M,H:
(009) CURB
(010) SIDEWALK
(011) VIEW FACTOR 0
(012) VIEW ANGLE — E,G,A,P:
(013) VIEW UTILITY — E,G,A,P:
(014) VIEW SUBJECT — C,M,V,W,I,A:
(015) UG UTIL
(016) SEWER STORM
(017) SEWER SANIT — X,P,G,S:
(018) WATER X — SITES
(019) NBR VACANT 1
(020) NBR W/IMPS 1
(021) OSD — -,0,+,V: 0

LAND APPRAISER (030) DATE 041682
(031) ID 71 (032) REV NBR

GEN LAND ADJUST
200
201
202
203
204
205
206
207
208
209

GEN IMPS ADJUST
210
211
212
213
214
215
216
217
218
219

GARAGE
(116) CLASS 4.0
(117) TYPE — A,D,B,C: D
(118) FLOOR — C,O,D: C
(119) NBR CAR 2
(120) SQFT 1008

REMODELING EST YR
(121) BATH 80
(122) KITCHEN 80
(123) OTHER 80

IMPROVEMENTS BY LEVEL

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| LEVEL | (300) | F | (301) | A | (302) | B | (303) | (304) |
| CLASS | (305) | 4.0 | (306) | 4.0 | (307) | 4.0 | (308) | (309) |
| FIN SQFT | (310) | 880 | (311) | 200 | (312) | | (313) | (314) |
| UNF SQFT | (315) | | (316) | | (317) | 880 | (318) | (319) |
| BATHROOM | (320) | 1 | (321) | | (322) | | (323) | (324) |
| PART BATH | (325) | | (326) | | (327) | | (328) | (329) |
| BEDROOM | (330) | | (331) | 1 | (332) | | (333) | (334) |
| REC HALL | (335) | | (336) | | (337) | | (338) | (339) |
| SER HALL | (340) | | (341) | | (342) | | (343) | (344) |
| OTH HALL | (345) | | (346) | | (347) | | (348) | (349) |
| DEN | (350) | | (351) | | (352) | | (353) | (354) |
| LIVING | (355) | 1 | (356) | | (357) | | (358) | (359) |
| DINING | (360) | 1 | (361) | | (362) | | (363) | (364) |
| KITCHEN | (365) | 1 | (366) | | (367) | | (368) | (369) |
| NOOK | (370) | | (371) | | (372) | | (373) | (374) |
| UTILITY | (375) | | (376) | | (377) | | (378) | (379) |
| FAMILY RM | (380) | | (381) | | (382) | | (383) | (384) |
| OTHER RM | (385) | | (386) | | (387) | | (388) | (389) |

FOUNDATION %
125 CONCRETE 100
126
127

ROOF COVER %
128 COMP 100
129
130

ROOF TYPE
131 GABLE
132
133

EXTERIOR %
134 WOOD 100
135
136
137
138

INTERIOR FLOOR
139 FIR
140
141
142
143
144

INTERIOR WALLS
145 GYP WALL
146
147

FIREPLACE #
148 REGULAR 1
149
150

PLUMBING #
151 SINK 1
152 TOILET 1
153 WASH BAS 1
154 TUB 1
155 WAT HTR 1
156
157
158
159
160
161
162

FUEL TYPE
163 OIL

HEAT SQ FT
164 880

HEAT SYSTEM FNC
165 FOR AIR P
166
167
168
169

APPLIANCE #
170
171
172
173
174
175
176

REPLACEMENT COST

| | TYPE | ADJ | AMOUNT |
|---|---|---|---|
| (500) | FOUNDATION | | |
| (501) | LEVEL X F | | 26408 |
| (502) | LEVEL X A | | 3067 |
| (503) | LEVEL X B | | 6971 |
| (504) | LEVEL X | | |
| (505) | LEVEL X | | |
| (506) | ROOF | | |
| (507) | EXTERIOR | | |
| (508) | INTERIOR | | |
| (509) | PLUMBING | | -991 |
| (510) | HEAT/COOL | | 1061 |
| (511) | APPLIANCE | | |
| (512) | FIREPLACE X | | 1535 |
| (513) | GARAGE X | | 6473 |
| | TOTAL IMPS | | 44524 |
| (514) | YR BUILT | 1900 | |
| (515) | EFF AGE | 89 | |
| (516) | FUNC-E,G,A,F,P: | A | |
| (517) | ECON-E,G,A,F,P: | A | |
| (518) | COND-E,G,A,F,P: | A | |
| | REMAIN GOOD % | 63.00 | |
| (519) | ADJUST RG % | 10.00 | |
| | NET RG % | 73.00 | |
| | DEPR IMPS | | 32503 |
| | MISC IMPS | | 1294 |
| | TOTAL IMPS | | 33700 |
| | LAND | | 33100 |

REMARKS
(900) 2 HOUSES.....
(901) B22*40*22*40SB350.....
(902) 87 DIV 2007 OUT TO TL 44 BLIXT 010488.....
(903) GB 6.92 AC $3030 GE 2.00 AC $210 FB 8.43.....
(904) AC $1420 NA 1.00 AC $25000 FOR 87.....
(905) INC QUESTIONAIRE SENT 080383.....
(906) .....
(907) .....
(908) .....
(909) .....

MISC IMPROVEMENTS

| | TYPE | | QUANITY | | CLASS | | RG | COST |
|---|---|---|---|---|---|---|---|---|
| (800) | DET GARAGE | (801) | 1008 | (802) | 4.0 | (803) | 20 | 1294 |
| (804) | | (805) | | (806) | | (807) | | |
| (808) | | (809) | | (810) | | (811) | | |
| (812) | | (813) | | (814) | | (815) | | |
| (816) | | (817) | | (818) | | (819) | | |
| (820) | | (821) | | (822) | | (823) | | |
| (824) | | (825) | | (826) | | (827) | | |
| (828) | | (829) | | (830) | | (831) | | |
| (832) | | (833) | | (834) | | (835) | | |
| (836) | | (837) | | (838) | | (839) | | |
| (840) | | (841) | | (842) | | (843) | | |
| (844) | | (845) | | (846) | | (847) | | |
| (848) | | (849) | | (850) | | (851) | | |
| (852) | | (853) | | (854) | | (855) | | |
| (856) | | (857) | | (858) | | | | |

IMPS APPRAISER (180) DATE
(181) ID 71 (182) REV #

REPLACEMENT COST

GENERATED IMPS VALUE
(520) YR VALUE

APPRAISER IMPS VALUE
(195) YEAR 89
(178) VALUE 300[illegible]
(179) NON TAX 300[illegible]

GENERATED LAND VALUE
(524) YR 89 VALUE

APPRAISER LAND VALUE
(027) YEAR 89
(022) VALUE 33100
[illegible] 8100

EXHIBIT 8 PAGE B-6

MAGE01AP PR023-1 07/06/89 A & T CHARACTERISTICS CARD - RESIDENTIAL 01:24:54.0 14250

ACCOUNT TYPE IMPS # ACD CHANGE DATE # OF IMPS BATCH NUMBER: 11 22 11
R-99405-0490 R 02 C 1986/04/10 2

OWNER
PINHEIRO,KENNETH W &
WINIFRED J
TAXPAYER

32151 SE STEVENS RD
CORBETT, OREGON 97019
SITUS ADDRESS
(187) 32151 SE STEVENS RD
(188) CORBETT, OR
(189) 97019
IMPROVEMENT ADDRESS
(100)

(101) STR CLASS: 2.0
(102) STR TYPE: A
ONE STORY HOUSE
(103) ARCH STYLE: W
BUNGALOW

(190) APPR STATUS: K
(110) APPR DIST: 2
(111) NEIGH CODE: 020
(112) MAP NBR: 51S4E
(113) ZONING: MUFSEC
(114) RATIO CODE: 644
(115) USE CODE: B
LEVY CODE: 358
TAX STATUS:

STATED ID

| | | | IMPROVEMENTS BY LEVEL | | | |
|---|---|---|---|---|---|---|
| LEVEL | (300) | F | (301) | (302) | (303) | (304) |
| CLASS | (305) | 2.0 | (306) | (307) | (308) | (309) |
| FIN SQFT | (310) | 693 | (311) | (312) | (313) | (314) |
| UNF SQFT | (315) | | (316) | (317) | (318) | (319) |
| BATHROOM | (320) | | (321) | (322) | (323) | (324) |
| PART BATH | (325) | 1 | (326) | (327) | (328) | (329) |
| BEDROOM | (330) | 1 | (331) | (332) | (333) | (334) |
| REC HALL | (335) | | (336) | (337) | (338) | (339) |
| SER HALL | (340) | | (341) | (342) | (343) | (344) |
| OTH HALL | (345) | | (346) | (347) | (348) | (349) |
| DEN | (350) | | (351) | (352) | (353) | (354) |
| LIVING | (355) | 1 | (356) | (357) | (358) | (359) |
| DINING | (360) | | (361) | (362) | (363) | (364) |
| KITCHEN | (365) | 1 | (366) | (367) | (368) | (369) |
| NOOK | (370) | | (371) | (372) | (373) | (374) |
| UTILITY | (375) | | (376) | (377) | (378) | (379) |
| FAMILY RM | (380) | | (381) | (382) | (383) | (384) |
| OTHER RM | (385) | | (386) | (387) | (388) | (389) |

ADDITION NAME: SECTION 05 1 S 4 E
LEGAL LINE LOT BLOCK
TL 49 18.35 ACRES

VALUATION SUMMARY

| YEAR | CD | DATE | LAND | IMPS | TOTAL |
|---|---|---|---|---|---|
| 87 | D | 02/02/88 | 29660 | 34000 | 63660 |
| 88 | A | 03/16/88 | 29720 | 34000 | 63720 |
| 89 | A | 02/26/89 | 30900 | 34000 | 64900 |

SALES DATA

| PRICE | DATE | TYPE | REASON | BOOK/PAGE |
|---|---|---|---|---|
| 84950 | 1989-04 | C | A | 2203-1827 |
| | - | | | - |
| | - | | | - |
| | - | | | - |

LAND DATA
(001) SIZE 18.35 ACRES
(002) ROAD TYPE P — D,G,P,S:
(003) ROAD COND A — A,B:
(004) CUL DE SAC
(005) CORNER
(006) ALLEY
(007) PARKWAY
(008) TRAFFIC LEV L — L,M,H:
(009) CURB
10) SIDEWALK
11) VIEW FACTOR 0
(012) VIEW ANGLE — E,G,A,P:
(013) VIEW UTILITY — E,G,A,P:
(014) VIEW SUBJECT — C,M,V,W,I,A:
(015) UG UTIL
(016) SEWER STORM
(017) SEWER SANIT — X,P,G,S:
(018) WATER X — SITES
(019) NBR VACANT 1
(020) NBR W/IMPS 1
(021) OSD — -,0,+,V: 0

LAND APPRAISER (030) DATE 041682
(031) ID 71 (032) REV NBR

GEN LAND ADJUST
200
201
202
203
204
205
206
207
208
209

GEN IMPS ADJUST
210
211
212
213
214
215
216
217
218
219

GARAGE
(116) CLASS
(117) TYPE — A,D,B,C:
(118) FLOOR — C,O,D:
(;19) NBR CAR
(120) SQFT

REMODELING EST YR
(121) BATH
(122) KITCHEN
(123) OTHER

| FOUNDATION | % |
|---|---|
| 125 WOODPOST | 100 |
| 126 | |
| 127 | |

| ROOF COVER | % |
|---|---|
| 128 COMP | 100 |
| 129 | |
| 130 | |

ROOF TYPE
131 GABLE
132
133

| EXTERIOR | % |
|---|---|
| 134 WOOD | 100 |
| 135 | |
| 136 | |
| 137 | |
| 138 | |

INTERIOR FLOOR
139 FIR
140
141
142
143
144

INTERIOR WALLS
145 GYP WALL
146
147

FIREPLACE #
148
149
150

| PLUMBING | # |
|---|---|
| 151 SINK | 1 |
| 152 TOILET | 1 |
| 153 WASH BAS | 1 |
| 154 ST SHW | 1 |
| 155 LAUN TUB | 1 |
| 156 WAT HTR | 1 |
| 157 | |
| 158 | |
| 159 | |
| 160 | |
| 161 | |
| 162 | |

FUEL TYPE
163 OIL

HEAT SQ FT
164 693

HEAT SYSTEM FNC
165 OTHER P
166
167
168
169

APPLIANCE #
170
171
172
173
174
175
176

| REPLACEMENT COST TYPE | ADJ | AMOUNT |
|---|---|---|
| (500) FOUNDATION | | -161 |
| (501) LEVEL X F | | 17161 |
| (502) LEVEL X | | |
| (503) LEVEL X | | |
| (504) LEVEL X | | |
| (505) LEVEL X | | |
| (506) ROOF | | |
| (507) EXTERIOR | | |
| (508) INTERIOR | | |
| (509) PLUMBING | | -596 |
| (510) HEAT/COOL | | 290 |
| (511) APPLIANCE | | |
| (512) FIREPLACE X | | |
| (513) GARAGE X | | |
| TOTAL IMPS | | 16694 |
| (514) YR BUILT | 1940 | |
| (515) EFF AGE | 49 | |
| (516) FUNC-E,G,A,F,P: | F | |
| (517) ECON-E,G,A,F,P: | P | |
| (518) COND-E,G,A,F,P: | P | |
| REMAIN GOOD % | 69.00 | |
| (519) ADJUST RG % | | |
| NET RG % | 69.00 | |
| DEPR IMPS | | 11519 |
| MISC IMPS | | |
| TOTAL IMPS | | 11500 |
| LAND | | 33100 |

REPLACEMENT COST

REMARKS
(900) 821+33+21+33.....
(901) .....
(902) .....
(903) .....
(904) .....
(905) .....
(906) .....
(907) .....
(908) .....
(909) .....

MISC IMPROVEMENTS

| TYPE | QUANITY | CLASS | RG | COST |
|---|---|---|---|---|
| (800) | (801) | (802) | (803) | |
| (804) | (805) | (806) | (807) | |
| (808) | (809) | (810) | (811) | |
| (812) | (813) | (814) | (815) | |
| (816) | (817) | (818) | (819) | |
| (820) | (821) | (822) | (823) | |
| (824) | (825) | (826) | (827) | |
| (828) | (829) | (830) | (831) | |
| (832) | (833) | (834) | (835) | |
| (836) | (837) | (838) | (839) | |
| (840) | (841) | (842) | (843) | |
| (844) | (845) | (846) | (847) | |
| (848) | (849) | (850) | (851) | |
| (852) | (853) | (854) | (855) | |
| (856) | (857) | [redacted] | | |

IMPS APPRAISER (180)
(181) ID (182)

GENERATED IMPS VALUE
(520) YR VALUE

APPRAISER IMPS VALUE
(195) YEAR 86
(178) VALUE 5000
(179) NON TAX

GENERATED LAND VALUE
(524) YR 89 VALUE

APPRAISER LAND VALUE
(027) YEAR 86
(022) VALUE 33100
(03[redacted] 8100

IMPS: 1
LAND: 1

EXHIBIT R PAGE B-7

MAGE01AP PR023-1 07/06/89 A & T CHARACTERISTICS CARD - RESIDENTIAL 01:26:09.1 14456

ACCOUNT TYPE IMPS # ACD CHANGE DATE # OF IMPS STATED ID BATCH NUMBER:
R-99408-0440 R 01 C 1988/02/26 1

OWNER
PINHEIRO,KENNETH W &
WINIFRED J
TAXPAYER
TO PROTASSY,ANDRE

12120 SW BOONES FERRY RD
PORTLAND, OREGON 97219
SITUS ADDRESS
(187)
(188)
(189)
IMPROVEMENT ADDRESS
(100)

(101) STR CLASS:
(102) STR TYPE:
(103) ARCH STYLE:
(190) APPR STATUS: K
(110) APPR DIST: 2
(111) NEIGH CODE: 020
(112) MAP NBR: 81S4E
(113) ZONING: MUFSEC
(114) RATIO CODE: 644
(115) USE CODE: B
LEVY CODE: 358
TAX STATUS:

ADDITION NAME: SECTION 8 1S 4E
LEGAL LINE LOT BLOCK
TL 44 11.53 ACRES

VALUATION SUMMARY

| YEAR | CD | DATE | LAND | IMPS | TOTAL |
|---|---|---|---|---|---|
| 87 | D | 02/02/88 | 3290 | 1000 | 4290 |
| 88 | A | 03/16/88 | 3330 | 1000 | 4330 |
| 89 | A | 02/26/89 | 4260 | 1000 | 5260 |

SALES DATA

| PRICE | DATE | TYPE | REASON | BOOK/PAGE |
|---|---|---|---|---|
| 45000 | 1987-11 | C | 14 | 2062-2250 |
| | - | | | - |
| | - | | | - |
| | - | | | - |

LAND DATA
(001) SIZE 11.53 ACRES
(002) ROAD TYPE P (013) VIEW UTILITY
D,G,P,S: E,G,A,P:
(003) ROAD COND A (014) VIEW SUBJECT
A,B: C,M,V,W,I,A:
(004) CUL DE SAC (015) UG UTIL
(005) CORNER (016) SEWER STORM
(006) ALLEY (017) SEWER SANIT
(007) PARKWAY X,P,G,S:
(008) TRAFFIC LEV L (018) WATER X
L,M,H: SITES
(009) CURB (019) NBR VACANT
(010) SIDEWALK (020) NBR W/IMPS
(011) VIEW FACTOR 0 (021) OSD
(012) VIEW ANGLE -,0,+,V:
E,G,A,P:

LAND APPRAISER (030) DATE
(031) ID (032) REV NBR

GEN LAND ADJUST
200
201
202
203
204
205
206
207
208
209

GEN IMPS ADJUST
210
211
212
213
214
215
216
217
218
219

GARAGE
(116) CLASS
(117) TYPE
A,D,B,C:
(118) FLOOR
C,O,D:
(119) NBR CAR
(120) SQFT

REMODELING EST YR
(121) BATH
(122) KITCHEN
(123) OTHER

IMPROVEMENTS BY LEVEL

| | | | | | |
|---|---|---|---|---|---|
| LEVEL | (300) | (301) | (302) | (303) | (304) |
| CLASS | (305) | (306) | (307) | (308) | (309) |
| FIN SQFT | (310) | (311) | (312) | (313) | (314) |
| UNF SQFT | (315) | (316) | (317) | (318) | (319) |
| BATHROOM | (320) | (321) | (322) | (323) | (324) |
| PART BATH | (325) | (326) | (327) | (328) | (329) |
| BEDROOM | (330) | (331) | (332) | (333) | (334) |
| REC HALL | (335) | (336) | (337) | (338) | (339) |
| SER HALL | (340) | (341) | (342) | (343) | (344) |
| OTH HALL | (345) | (346) | (347) | (348) | (349) |
| DEN | (350) | (351) | (352) | (353) | (354) |
| LIVING | (355) | (356) | (357) | (358) | (359) |
| DINING | (360) | (361) | (362) | (363) | (364) |
| KITCHEN | (365) | (366) | (367) | (368) | (369) |
| NOOK | (370) | (371) | (372) | (373) | (374) |
| UTILITY | (375) | (376) | (377) | (378) | (379) |
| FAMILY RM | (380) | (381) | (382) | (383) | (384) |
| OTHER RM | (385) | (386) | (387) | (388) | (389) |

FOUNDATION %
125
126
127

ROOF COVER %
128
129
130

ROOF TYPE
131
132
133

EXTERIOR %
134
135
136
137
138

INTERIOR FLOOR
139
140
141
142
143
144

INTERIOR WALLS
145
146
147

FIREPLACE #
148
149
150

PLUMBING #
151
152
153
154
155
156
157
158
159
160
161
162

FUEL TYPE
163

HEAT SQ FT
164

HEAT SYSTEM FNC
165
166
167
168
169

APPLIANCE #
170
171
172
173
174
175
176

| REPLACEMENT COST TYPE | ADJ | AMOUNT |
|---|---|---|
| (500) FOUNDATION | | |
| (501) LEVEL X | | |
| (502) LEVEL X | | |
| (503) LEVEL X | | |
| (504) LEVEL X | | |
| (505) LEVEL X | | |
| (506) ROOF | | |
| (507) EXTERIOR | | |
| (508) INTERIOR | | |
| (509) PLUMBING | | |
| (510) HEAT/COOL | | |
| (511) APPLIANCE | | |
| (512) FIREPLACE X | | |
| (513) GARAGE X | | |
| TOTAL IMPS | | |
| (514) YR BUILT | | |
| (515) EFF AGE | | |
| (516) FUNC-E,G,A,F,P: | | |
| (517) ECON-E,G,A,F,P: | | |
| (518) COND-E,G,A,F,P: | | |
| REMAIN GOOD % | | 63.00 |
| (519) ADJUST RG % | | |
| NET RG % | | 63.00 |
| DEPR IMPS | | |
| MISC IMPS | | 1426 |
| TOTAL IMPS | | 1400 |
| LAND | | |
| REPLACEMENT COST | | |

REMARKS
(900) 87 DIV 2007 OUT OF TL 49 BLIXT 010488.....
(901) GB 6.53 AC $2850 FE 5.00 AC $440 FOR 87.....
(902) BARN.....
(903) .....
(904) .....
(905) .....
(906) .....
(907) .....
(908) .....
(909) .....

MISC IMPROVEMENTS

| TYPE | QUANITY | CLASS | RG | COST |
|---|---|---|---|---|
| (800) FARM BLDG | (801) 680 (802) | 4.0 (803) | 20 | 1426 |
| (804) | (805) (806) | (807) | | |
| (808) | (809) (810) | (811) | | |
| (812) | (813) (814) | (815) | | |
| (816) | (817) (818) | (819) | | |
| (820) | (821) (822) | (823) | | |
| (824) | (825) (826) | (827) | | |
| (828) | (829) (830) | (831) | | |
| (832) | (833) (834) | (835) | | |
| (836) | (837) (838) | (839) | | |
| (840) | (841) (842) | | | |
| (844) | (845) | | | |
| (848) | | | | |
| (852) | | | | |
| (856) | | | | |

IMPS (181)

GENERATED IMPS VALUE
(520) YR VALUE

APPRAISER IMPS VALUE
(195) YEAR
(178) VALUE
(179) NON TAX

GENERATED LAND VALUE
(524) YR 89 VALUE

APPRAISER LAND VALUE
(027) YEAR
(022) VALUE
(024) NON TAX

(528) VALUE SELECT IMPS: 1
(529) VALUE SELECT LAND: 1
(194) INSIDE INSP:

EXHIBIT B PAGE B-8

RECEIVED
97 SEP 24 PM 2:28
WASHINGTON COUNTY
PLANNING SECTION

EXHIBIT C PAGE C-1

[X] New Hampshire Insurance Company
[ ] Granite State Insurance Company
[ ] American Fidelity Company
[ ] Illinois National Insurance Company
[ ] American Global Insurance Company
[ ] New Hampshire Indemnity Co., Inc.

DRAFT NO. 13-73-48 54-3 / 114

DATE OF ISSUE 12-15-88

| INSURED | CL. OFF. | CASE NO. | PREFIX | POLICY NUMBER | AMOUNT |
|---|---|---|---|---|---|
| PROTASSY ANDRE | 071 | 009575 | DW | 494-20-13 | $7451.88** |

| CLAIMANT | DATE OF LOSS OR ACC | TOTAL WEEKS PAID | TOTAL INDEMNITY | TOTAL MEDICAL | TYPE | IND. MED. EXP. | STATUS | F P A |
|---|---|---|---|---|---|---|---|---|
| | 10-22-88 | | | | IND | | P | |

IN PAYMENT OF CLAIM OR ACCOUNT AS FOLLOWS:
PARTIAL ACV FIRE LOSS SETTLEMENT 1k

NOTICE TO HOLDER: VOID IF NOT PRESENTED WITHIN 90 DAYS

UPON ACCEPTANCE PAY TO THE ORDER OF
ANDRE PROTASSY
12120 SW Boones Ferry
Portland OR 97219

PRODUCER
Leonard Adams Company
PO Box AA
Beaverton OR 97223

Roger J. Assen
AUTHORIZED SIGNATURE

COLLECTIBLE THROUGH MERCHANTS NATIONAL BANK MANCHESTER, N.H.
⑈137348⑈ ⑆011400039⑆ 010136027 2⑈00 091

STEFAN GEROV -

32152 SE STEVENS RD
CORBETT, OR

DATE OF LOSS: 10-22-88

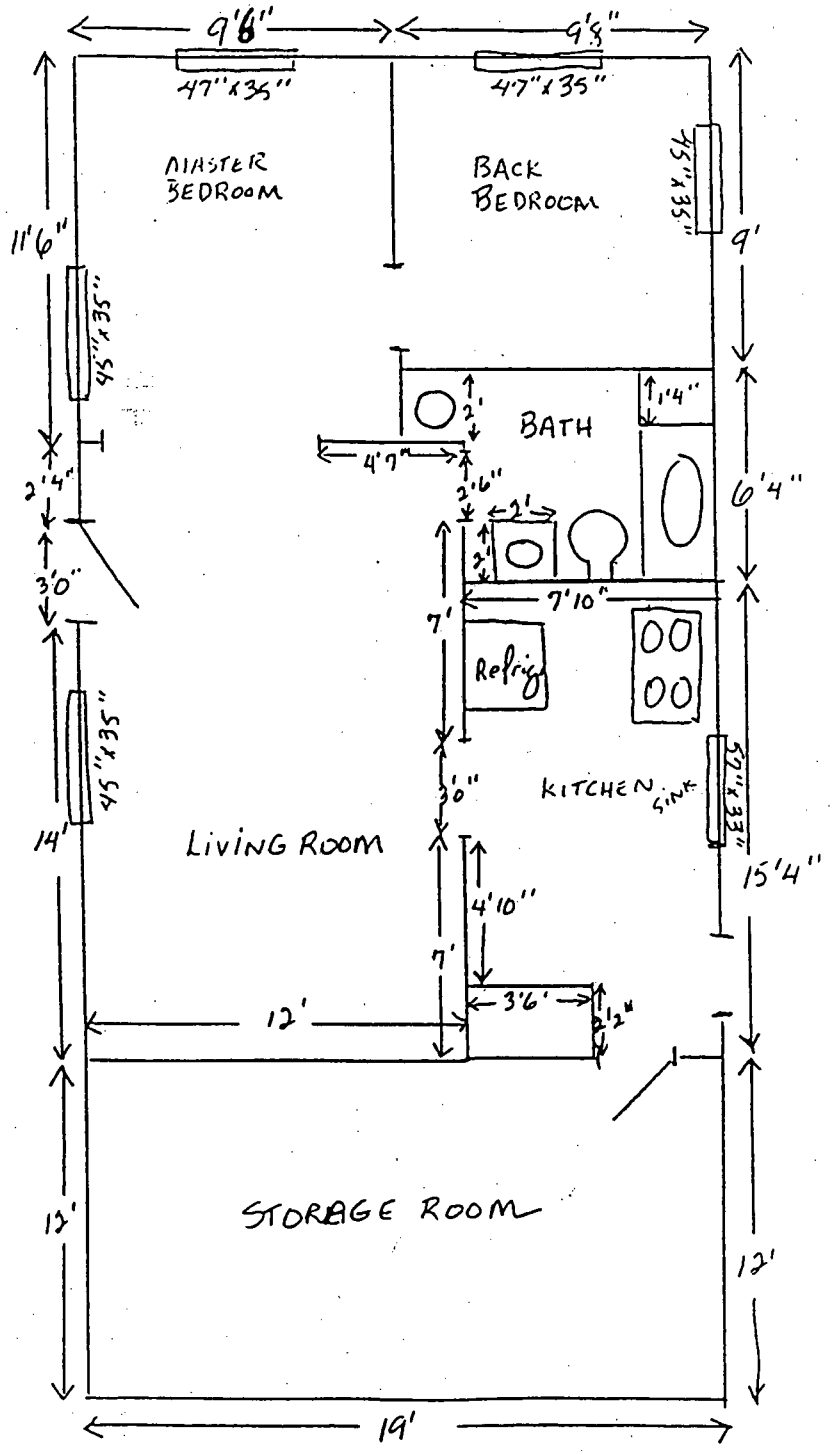



EXHIBIT C PAGE C-2

RECEIVED
97 SEP 24 PM 2:29
MULTNOMAH COUNTY
PLANNING SECTION

To Whom It May Concern:

In August of 1988 my wife and I purchased 19 acres in Corbett, Or. with a mailing address of 32202 SE Stevens Rd. This property is adjacent to 32152 SE Stevens which is owned by Andre Protassy. Shortly after the purchase I met Andre while there were still tenants in a house on his property. In Oct of 1988, the rental house burned down. After putting my septic system and driveway in that Fall, I started construction on my house in March of 1989 and finished in January of 1990. During the late Spring, probably in May of 1989, Andre started construction on rebuilding his property.

I remember the timing of the sequence of events very distinctly because Andre and I traded information on building problems from size of septic systems to concrete contractors. I had a slightly earlier start than Andre so he used me as a recource on different things.

The house that Andre built took much longer than mine to build because he did all the work by himself with maybe one helper on occasion. I always remarked on the craftmanship and care on his building. It is far better than the work one could get from an outside contractor.

Thank You:

Nicholas O'Connell

Nicholas O'Connell
32202 SE STevens Rd
Corbett, Or. 97019
503 695-3382

RECEIVED
97 SEP 24 PM 2:29
MULTNOMAH COUNTY
PLANNING SECTION

# PROPOSAL and CONTRACT

Date 5-18, 19 89

TO Andre Protassy
12120 S.W. Boones Ferry Road
Portland Oregon 97219 245-8440

Dear Sir:

I propose to furnish all materials and perform all labor necessary to complete the following:

* install 1000gal Concrete Septic Tank
* INSTALL 225' OF DRAINFEILD with drop box
* Clean up & Back-Fill

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of One Thousand Two Hundred Fifty Dollars ($ 1250.00)

Payments to be made 1000.00 in advance & 250.00 on Completion as the work progresses to the value of — per cent (— %) of all work completed. The entire amount of contract to be paid within — days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted, 695-59.

By [signature]
42912 E. Larch Mt Rd
Corbett Ore 97019

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which [redacted] agree to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED [signature]

Date [redacted], 19 [redacted]

EXHIBIT E PAGE E-1

0699

ANDRE PROTASSY
12120 SW BOONES FERRY RD.
PORTLAND, OREGON 97219

5-18 19 89

24-22 115
1230

PAY TO THE ORDER OF Randy Lee $ 100.00

one hundred DOLLARS

U.S. BANK
ONE PACIFIC SQUARE BRANCH
P.O. BOX 4386 PORTLAND, OR 97208
UNITED STATES NATIONAL BANK OF OREGON

FOR

Andre Protassy

⑆123000220⑆ 115 0060 273⑈ 0699 ⑈0000100000⑈

0701

ANDRE PROTASSY
12120 SW BOONES FERRY RD.
PORTLAND, OREGON 97219

5-25 19 89

24-22 115
1230

PAY TO THE ORDER OF Randy Lee $ 250.00

two hundred fifty DOLLARS

U.S. BANK
ONE PACIFIC SQUARE BRANCH
P.O. BOX 4386 PORTLAND, OR 97208
UNITED STATES NATIONAL BANK OF OREGON

FOR

Andre Protassy

⑆123000220⑆ 115 0060 273⑈ 0701 ⑈0000250000⑈

DO NOT SIGN - WRITE, STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

Randy Lee
OR 1356519 12-22-49

Deposit only
Acct # 153-0801-206
Randy Lee

EXHIBIT E PAGE E-2

RECEIVED
'89 SEP 24 PM 2 00
MULTNOMAH COUNTY
PLANNING SECTION

DEPARTMENT OF ENVIRONMENTAL SERVICES/BUILDING DIVISION

Gresham Office 669-2481 24 HRS. Inspection No.

OFFICE USE ONLY

Permit No 10542

Date Received

Date Issued

Approved by

## ELECTRICAL PERMIT APPLICATION

This form is to be completed by the permit applicant. Thoroughness will expedite the processing. Fees must accompany the application. Plans if required must accompany the application. Return all sheets. State value of all work upon request

### CONTRACTOR INSTALLATION ONLY

Installation Address 32152 SE STEVENS

Electrical Contractor

Property Owner ANDRE PROTASSY

Contractors License No.

Builders Board Reg. No.

Signature of Supervising Electrician

### OWNER INSTALLATION ONLY ANDRE PROTASSY
(PRINT OWNER'S NAME)

The actual installation will be made by [me] [or my FATHER (RELATIONSHIP)] on property I own described below which is not being constructed for sale, lease or rent. ANDRE PROTASSY (SIGNATURE)

Installation Address: 32152 SE STEVENS Phone No. 245-8445

Description of where work will be done when less than entire building is wired.

## COMPLETE FEE SCHEDULE BELOW

Complete this PLAN REVIEW section only if the wiring is intended to supply a connected load over 200 amps; or is a wiring system for a building over 2 stories, or greater than 10,000 sq. ft. in area, or has an occupant load exceeding 300 persons; or is for a trailer park or involved a wiring system over 600 volts. Submit 2 sets of plans with any of the above.

### PLAN REVIEW FEE SCHEDULE

Enter appropriate plan review fee below:

| | | | |
|---|---|---|---|
| 201-300 | amperes | $ 25.00 | |
| 301-400 | " | $ 30.00 | |
| 401-500 | " | $ 40.00 | |
| 501-600 | " | $ 50.00 | |
| 601-800 | " | $ 60.00 | |
| 801-1000 | " | $ 75.00 | |
| 1001-1400 | " | $ 90.00 | |
| 1401-2000 | " | $115.00 | |
| 2001-3000 | " | $140.00 | |

Over 3000 amperes shall be $140.00 plus $25.00 for each 1000 amperes or fraction there of over 3000.

For systems over six hundred volts, the plan check fee shall be $100.00 plus $.05 per KVA of transformer capacity.

### PERMIT FEE SCHEDULE

| | | Enter appropriate amounts below |
|---|---|---|
| **Residential Wiring (Exclusive of service)** | | |
| Residence wiring less than 1000 sq. ft. | $ 40.00 | |
| Residence wiring less than 2000 sq. ft. | $ 60.00 | |
| Residence wiring over 2000 sq. ft. | $ 80.00 | |
| Electric heat installation in existing residence | $ 30.00 | |
| **Service Installations** | | |
| Temporary Construction Service | $ 30.00 | 1 |
| Service not over 100 amperes | $ 40.00 | |
| Service over 100 amps but not more than 200 amps | $ 80.00 | |
| Service over 200 amps but not more than 400 amps | $ 80.00 | |
| Service over 400 amps but not more than 600 amps | $120.00 | |
| Service over 600 amps | $150.00 | |
| Service over 600 volts | $300.00 | |
| **Feeders** | | |
| Installations or Alterations or Relocations of Distribution Feeders: | | |
| Not more than 100 amps | $ 30.00 | |
| Over 100 amps but not more than 200 amps | $ 40.00 | |
| Over 200 amps but not more than 400 amps | $ 80.00 | |
| Over 400 amps | $ 70.00 | |
| Feeder over 600 volts | $100.00 | |
| **Miscellaneous** | | |
| Each farm building other than residence | $ 30.00 | |
| Each irrigation pump | $ 30.00 | |
| Each electric sign or outline lighting | $ 30.00 | |
| Each residential swimming pool | $ 30.00 | |
| Each rebar grounding | $ 30.00 | |
| Each alarm system | $ 30.00 | |
| **Branch Circuits** | | |
| One new circuit: Alteration or extension | $ 30.00 | |
| Two or more new circuits: Alteration or extension | $ 40.00 | |

| INSPECTORS USE ONLY | DATE | INSPECTOR |
|---|---|---|
| Temporary Service | | |
| Rough in Wiring | | |
| Permanent Service | | |
| Specialty (write in) | | PAID JUN 7 1989 |
| Final Wiring | | |

A. Enter total of above permit fees 30.00 1/2 SD

B. Enter 5% of above total 1.50

C. Enter Plan Check Amount

PAY SUM OF A, B, & C ABOVE 31.50

YOU ARE REQUIRED TO CALL 248-3047 BETWEEN 8:00 AM & 4:30 PM WEEKDAYS AND 248-5272 ALL OTHER TIMES FOR THE FOLLOWING INSPECTIONS: Temporary or Permanent Service—Rough in wiring—Final Wiring. Other if required.

PERMITS ARE NO[redacted]T COMMENCED WITHIN 180 DAYS OF ISSUANCE OR IF —

EXHIBIT F PAGE F-1

# 7813.7

# CITY OF GRESHAM

78137

1333 N.W. EASTMAN • GRESHAM, ORE. 97030

$ 31.50 6/7 19 89

RECEIVED FROM Andre Protasky

ADDRESS 32152 SE Stevens

Thirty One 50/100 DOLLARS

| BUDGET ACCT NO | DESCRIPTION | AMOUNT |
|---|---|---|
| ~~11-252~~ | ~~Plumbing~~ | ~~30.00~~ |
| 11-4114 | Elect. P. # 10546 | 30.00 |
| 11-2531 | Surcharge (5%) | 1.50 |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |

cash

PAID JUN 7 1989

| CASH | CHECK | OTHER |
|---|---|---|
| X | | |

BY _____ CITY OF GRESHAM

RECEIPT

EXHIBIT F PAGE F-2

RECEIVED
97 SEP 24 PM 2:30
MULTNOMAH COUNTY
PLANNING SECTION

# Oregon Nail Distributors, Inc.

735 S.E. Morrison • Portland, Oregon 97214
1-800-876-NAIL / (503) 232-3341

SHIPPING ORDER NO. 37627

SOLD TO [illegible]

SHIP TO

CUST. #

| DATE | CUSTOMER P/O NO. | SALESMAN | NO. COPIES | SHIP VIA | TERRITORY NO. |
|---|---|---|---|---|---|
| 9-2-89 | | | | [illegible] | 2 |

| INVENTORY NO. | DESCRIPTION | CASE QUANTITY | QUANTITY ORDERED | QUANTITY SHIPPED | QUANTITY B/O | UNIT PRICE | | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| [illegible] SC | [illegible] | [illegible] | 1 | 1 | | [illegible] | | [illegible] |

Paid cash

| # AND DATE | 19 / / | CASH | CHECK NO. | FILLED BY | DATE | 19 / / |
|---|---|---|---|---|---|---|

| | |
|---|---|
| SALES TAX | |
| SUBTOTAL | [illegible] |
| FREIGHT | |
| INVOICE AMOUNT | |

turing Products By HITACHI & Bea

Distributors: Nailing, Stapling, Stitching, Machinery & Supplies

RECEIVED BY

EXHIBIT G PAGE G-1

☐ DATA SHEET ENCLOSED
☐ DATA SHEET ALREADY RECEIVED
☐ MSDS ENCLOSED
☐ MSDS ALREADY RECEIVED

NO CASH REFUND WILL BE MADE ON RETURNED MERCHANDISE WITHOUT PRESENTATION OF THIS SALES SLIP.

No returns on special orders, cuts or repackaged merchandise.

No credit will be issued for material returned 45 days after original purchase.

MASCO

# MASONS SUPPLY CO.

*Construction and Industrial Materials*

2637 S.E. 12th AVE. • PORTLAND, OR 97202
(503) 234-4321 • FAX (503) 239-3777

CAUTION: FRESHLY MIXED CEMENT, MORTAR, CONCRETE, OR GROUT MAY CAUSE SKIN INJURY. AVOID C WITH SKIN WHERE POSSIBLE AND WASH EXPOSED SKIN AREAS PROMPTLY WITH WATER. IF ANY CE TURES GET INTO EYES, RINSE IMMEDIATELY AND REPEATEDLY WITH WATER AND GET PROMPT MEDICAL TION. KEEP OUT OF REACH OF CHILDREN. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR DAM SIDEWALKS, CURBS, DRIVEWAYS, OR OTHER PROPERTY ON THE PREMISES WHEN REQUESTING DELIVE MTLS. TO BE MADE OTHER THAN ON THE STREET. WHEN CUSTOMER REQUESTS MATERIAL, CUSTOMER A RESPONSIBILITY FOR ANY DAMAGES RESULTING FROM LOADING MATERIALS ON VEHICLE. RETURNED ME DISE MUST HAVE PRIOR APPROVAL OF THE SELLER AND WILL BE SUBJECT TO A 15% HANDLING C MERCHANDISE MUST BE SALABLE AND RETURNED ON A FREIGHT PREPAID BASIS.

DATE: 3-18-89 72374

| | Quan. Order | Quan. Shipped | DESCRIPTION | PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| | 1 | 1 | K CF 282 | | | 11 [illegible] |
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DISCLAIMER OF WARRANTIES: NEITHER SELLER NOR MANUFACTURERS HAS ANY KNOWLEDGE OR CONTROL CONCERNING THE PURCHASER'S USE OF THE PRODUCTS. NO EXPRESS WARRANTY IS MADE BY SELLER OR MANUFACTURERS WITH RESPECT TO THE RESULTS OF ANY USE OF THE PRODUCTS. NO IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF THE MERCHANTABILITY OR AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE PRODUCTS.

TOTAL 11 [illegible]

CASH SALE

# INVOICE

G L T Staple & Nail
PO Bx 86218
Portland Oregon 97286
774-8297

42180

| SOLD TO | SHIP TO |
|---|---|
| Andre – | 224-5014 |
| ADDRESS | ADDRESS |
| CITY, STATE, ZIP | CITY, STATE, ZIP |

| CUSTOMER ORDER NO. | SALESMAN | TERMS | F.O.B. | DATE |
|---|---|---|---|---|
| | | | | 6-13-89 |

| ORDERED | SHIPPED | DESCRIPTION | PRICE | UNIT | AMOUNT |
|---|---|---|---|---|---|
| 1 | 1 | Case 3X13 framing | | | 38 00 |

TC5840

☐ DATA SHEET ENCLOSED
☐ DATA SHEET ALREADY RECEIVED
☐ MSDS ENCLOSED
☐ MSDS ALREADY RECEIVED

NO CASH REFUND WILL BE MADE ON RETURNED MERCHANDISE WITHOUT PRESENTATION OF THIS SALES SLIP.

No returns on special orders, cuts or repackaged merchandise.

No credit will be issued for material returned 45 days after original purchase.

MASCO

# MASONS SUPPLY CO.

*Construction and Industrial Materials*

2637 S.E. 12th AVE. • PORTLAND, OR 97202
(503) 234-4321 • FAX (503) 239-3777

CAUTION: Freshly mixed cement, mortar, concrete, or grout may ca
skin injury. Avoid contact with skin where possible and wash expo
skin areas promptly with water. If any cement mixtures get into e
rinse immediately and repeatedly with water and get prompt med
attention. KEEP OUT OF REACH OF CHILDREN.

24403

DATE: 8.30.89

| | Quan. Order | Quan. Shipped | DESCRIPTION | PRICE | TOTAL |
|---|---|---|---|---|---|
| | 1 | 1 | SK CALU | | 5 00 |
| | 1 | 1 | SK 700 SILCA | | 4 11 |
| | 1 | 1 | SK P.M. CONCRETE | | 3 2 |
| | | | | | |
| | | | | | |
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DISCLAIMER OF WARRANTIES: NEITHER SELLER NOR MANUFACTURERS HAS ANY KNOWLEDGE OR CONTROL CONCERNING THE PURCHASER'S USE OF THE PRODUCTS. NO EXPRESS WARRANTY IS MADE BY SELLER OR MANUFACTURERS WITH RESPECT TO THE RESULTS OF ANY USE OF THE PRODUCTS. NO IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF THE MERCHANTABILITY, OR AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE PRODUCTS.

TOTAL 13 0

CASH SALE

# Oregon Nail Distributors, Inc.

735 S.E. Morrison • Portland, Oregon 97214
1-800-876-NAIL / (503) 232-3341

SHIPPING ORDER NO. 50308

CUST. # _____

SOLD TO _____

SHIP TO _____

Pd CASH

| DATE | CUSTOMER P/O NO. | SALESMAN | NO. COPIES | SHIP VIA | TERRITORY NO. |
|---|---|---|---|---|---|
| 7-12-89 | | | | | |

| INVENTORY NO. | DESCRIPTION | CASE QUANTITY | QUANTITY ORDERED | QUANTITY SHIPPED | QUANTITY B/O | UNIT PRICE | | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| N1020 | 3X131 | 4/2 | 1 | 1 | 0 | 32.00 | | 32.00 |
| | | | | | | | | |
| | | | | | | | | |
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| P.O. # AND DATE | 19 / / | CASH | CHECK NO. | FILLED BY | DATE | 19 / / |
|---|---|---|---|---|---|---|

| | |
|---|---|
| SALES TAX | |
| SUBTOTAL | |
| FREIGHT | |
| INVOICE AMOUNT | 32.00 |

Manufacturing Products By HITACHI & Bea

Distributors: Nailing, Stapling, Stitching, Machinery & Supplies

RECEIVED BY _____

# Gresham Sand & Gravel Co.

P.O. Box 450 Gresham, Oregon 97030
Phone 666-5577

CODING

## INVOICE

ACCT. NO.

DATE 2-11 89

NAME [illegible] Const

ADDRESS

PHONE

DRIVER

| CASH | CHECK | CHARGE | SOLD BY | DEL | CUSTOMER P.O. | JOB NO. |
|---|---|---|---|---|---|---|
| | | | | | | |

JOB SITE: ARRIVE ☐ AM ☐ PM DEPART ☐ AM ☐ PM STAND BY TIME

| TONS | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| 5.44 | [illegible] | 7 | |
| | 1-4 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL 5.44 | | | TOTAL 38 [illegible] |

Driveway

## PLEASE NOTE!

DELIVERIES INSIDE THE CURB LINE AND ON THE LOT ARE MADE AT CUSTOMER'S RISK ONLY AND THE GRESHAM SAND AND GRAVEL CO. ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR DAMAGES RESULTING FROM SUCH DELIVERIES.

TERMS: Net 10th

A FINANCE CHARGE OF 1½% (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

G 61176

ACKNOWLEDGED & RECEIVED BY

DELIVERY COPY

American Standard
PURE LUXURY

# MESHER SUPPLY COMPANY

– WHOLESALE –

*PLUMBING - PARTS - SPECIALTIES*

312 S.E. STARK STREET PORTLAND, OREGON 97214
PHONE (503) 236-4148 • FAX (503) 235-9335

PAGE 1 OF 1 NO. 108175

| CREDIT | SPECIAL INSTRUCTIONS | | | | |
|---|---|---|---|---|---|
| INVOICE DATE | | DATE SHIPPED 10-2-89 | | | |
| CUST. ORDER NO. | | POST FOLIO | FILLED BY | | |
| SALESMAN | WHEN SHIP | PREPAID | COLLECT | CHARGE | |
| SHIP VIA → | M.S. TRUCK / AUTO FREIGHT | P.P. | U.P.S. | WILL CALL | |

SOLD TO AVDRE SHIP TO

TERMS: NET 30 DAYS. 18% PER YEAR OR 1½% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

NO RETURNS ACCEPTED WITHOUT OUR WRITTEN APPROVAL. ALL CLAIMS MUST BE MADE WITHIN 3 DAYS AFTER RECEIPT OF GOODS. FOR GOODS LOST IN TRANSIT CLAIM MUST BE MADE PROMPTLY UPON TRANSPORTATION CO. AT POINT OF DELIVERY.

RETURNED MDSE. SUBJECT TO 15% HANDLING CHARGE

| QUANTITY ORD | BACK ORDERED | DESCRIPTION | QUANTITY SHIPPED | PRICE | UNIT | GROSS AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 280 | | 3 "A135 Pipe 10' | 280 | 75.00 | C | 210.00 | | |
| 6 | | 2153 3 EE | 6 | 4.40 | | 26.40 | | |
| 280 | | 4 Std Perf 10' | 280 | 31.00 | C | 86.80 | | |
| 1 | | Quest ABS Comm BC | 1 | 8.00 | | 8.00 | | 33.20 |
| 4 | | 4 Std 90 | 4 | 3.00 | | | | 12 |
| | | | | | | | | 34.80 |
| M | | Cost + 10 | | | | | | 36.80 |
| = | | | | | | | | 1 |
| | | PD 36.00 | | | | | | |
| | | | | | | | | |
| 6 | | 3 ABS Cplg | | 90 | | 5.40 | | |
| 3 | | 3 90 | | 2.50 | | 7.50 | | 13.00 |
| | | | | | | | | |
| | | | | | | | | |

Foundation drain only drawings

BACK ORDER TO INVOICE NO.

RECEIVED IN GOOD CONDITION BY X

| SUB TOTAL | MISC. CHARGES | INVOICE TOTAL |
|---|---|---|
| | | 35.00 |

INVOICE COPY

**CANBY SAND & GRAVEL CO.**
**A Division of Parker Northwest Paving Company**
**Remit To: Box 269, Canby, Oregon 97013**
**Phone 266-5522**
Not responsible for damage past property line

TARE
GROSS

Date 3 - 16 - 89

Address

| CASH | CHARGE | ON ACCT. | SOLD BY | DEL. | CUSTOMER P.O. |
|---|---|---|---|---|---|
| | | | | | |

| QTY. TONS/ CU. YDS. | DESCRIPTION | PRICE | AMOUNT | | GROSS WT. |
|---|---|---|---|---|---|
| | 1½ - 0 Crushed Rock | | | | |
| | ¾ - 0 Crushed Rock | | | | |
| | ½ - ¼ Crushed Rock | | | | |
| | Drain Rock | | | | |
| | ¾ - ¼ Round Rock | | | | |
| | Pea Gravel | | | | |
| | Concrete Sand | | | | |
| | Mason Sand | | | | |
| | Concrete Mix | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Rec'd by

# KINGSLEY LUMBER

KING OF THE WOODS

530 S.E. 81st Ave. • Portland, Oregon 97215
(503) 253-7551 • FAX# (503) 253-9532

| TYPE OF TRANSACTION | | STORE NAME/NUMBER |
|---|---|---|
| CASH SALE | SERVICE YOU CAN COUNT ON! | KINGSLEY LUMBER |

SHIP TO: (SAME AS SOLD TO UNLESS NOTED BELOW)

AFFORDABLE CONST

C.O.D. Amount

| CUST. CODE | SEQ. NO. | TIME | INV. NO. | TRANS. DATE | STR NO. | S'MAN | MRT BY | OPER NO. | | ORDER DATE | SHIP DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CASH | 55103 | 13:21 | 56051 | 02290 | 1 | | 7 | 50 | 62001 | | |

| REF. NO. | CUSTOMER P.O. NO. | PERSON WHO CHGD. | | JOB PHONE # | SALESMAN |
|---|---|---|---|---|---|
| | | | | | STEVE P. |

| ITEM NO. | QUAN. ORDERED | QUAN. SHIPPED | DESCRIPTION | UNITS | PRICE/UNIT | EXTENSION |
|---|---|---|---|---|---|---|
| 2618 | 24 | 24 | 2X6 18' 28BTR GDF S4S | 432.00 | 285.000/MBFT | 123.12 |
| 1680 | 1 | 1 | 16 BRIGHT DUPLEX NAILS PER POUND | 1.00 | .860/LB | 3.44 |

| SUB-TOTAL | | | | TOTAL |
|---|---|---|---|---|
| .00 | 126.56 | .00 | .00 | 126.56 |

AMOUNT TENDERED: 126.56 CHANGE:

TERMS: 1% 10th, net 11th. 1½% Service Charge (18% ANNUAL PERCENTAGE RATE) after 30 days. Complaints of Shortage must be made within 24 hours. 15% restocking charge on all returns of stock items. Restocking charge on special order items may be higher. If this is a quote please examine carefully as we agree to furnish only the articles named and described hereon. All agreements contingent upon strikes, accidents or other causes of delays beyond our control. Quote prices are subject to change without notice.

RECEIVED IN GOOD CONDITION BY _____

DATE:

9060

# CASCADE WHOLESALE

9050 Portland Rd. N.E. • Brooks, OR 97305

393-2655

| CUSTOMER'S ORDER NO. | DEPT. | DATE |
|---|---|---|
| | | 11-16-90 |

NAME

ADDRESS

| SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RETD. | PAID OUT |
|---|---|---|---|---|---|---|
| | | | | | | |

| QUAN. | | DESCRIPTION | PRICE | AMOUNT | |
|---|---|---|---|---|---|
| ALL | 1 | 2/6 x 10' | | 140. | 00 |
| | 2 | | | | |
| | 3 | | | | |
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| | 17 | | | | |
| | 18 | | | | |

REC'D BY

As-Is
No Refunds

REDIFORM
5L320/01320

KEEP THIS SLIP
FOR REFERENCE

9059

# CASCADE WHOLESALE

9050 Portland Rd. N.E. • Brooks, OR 97305

393-2655

| CUSTOMER'S ORDER NO. | DEPT. | DATE |
|---|---|---|
| | | 11-16-90 |

NAME

ADDRESS

| SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE RETD. | PAID OUT |
|---|---|---|---|---|---|---|
| | | | | | | |

| QUAN. | | DESCRIPTION | PRICE | AMOUNT | |
|---|---|---|---|---|---|
| 1 | 1 | D.T. Window | | 200 | 00 |
| Trade | 2 | in Window. | | 220. | 00 |
| | 3 | BAL. owed | | 80 | 00 |
| | 4 | | | | |
| | 5 | | | | |
| | 6 | | | | |
| | 7 | | | | |
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| | 16 | | | | |
| | 17 | | | | |
| | 18 | | | | |

REC'D BY

No Refunds

REDIFORM 70/01320

KEEP THIS SLIP FOR REFERENCE

# KINGSLEY LUMBER

**KING OF THE WOODS**

530 S.E. 81st Ave. • Portland, Oregon 97215
(503) 253-7551 • FAX# (503) 253-9532

| TYPE OF TRANSACTION | | STORE NAME/NUMBER |
|---|---|---|
| CASH SALE | WE HAVE VISION TO HELP YOU BUILD | KINGSLEY LUMBER |

SHIP TO: (SAME AS SOLD TO UNLESS NOTED BELOW)

ANDRE

32152 SE STEVENS ROAD
SPRING DALE
ORE 224-5014

C.O.D. Amount

| CUST. CODE | SEQ. NO. | TIME | INV. NO. | TRANS. DATE | STR. NO. | S'MAN | WRT. BY | OPER. NO. | | ORDER DATE | SHIP DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CASH | 67314 | 09:27 | 66480 | 30191 | 1 | | 14 | 50 | 62001 | | |

| REF. NO. | CUSTOMER P.O. NO. | PERSON WHO CHGD. | | JOB PHONE # | SALESMAN |
|---|---|---|---|---|---|
| | | | | | MIKE |

| ITEM NO. | QUAN. ORDERED | QUAN. SHIPPED | DESCRIPTION | UNITS | PRICE/UNIT | EXTENSION |
|---|---|---|---|---|---|---|
| 12CD | 100 | 100 | 1/2" CDX PLYWOOD 4X8 4/5 PLY | 100.00 | 6.800/PC | 680.00 |
| 34CD | 40 | 40 | 3/4 CDX PLYWOOD 4X8 | 1280.00 | 308.370/MBFT | 394.71 |
| 2692 | 30 | 30 | 2X6 92 5/8" PRECUT STUDS S&B | 240.00 | 270.060/MBFT | 64.81 |

| SUB-TOTAL | | | TAX | TOTAL |
|---|---|---|---|---|
| .00 | 1139.52 | .00 | .00 | 1139.52 |

AMOUNT TENDERED: 1139.52 CHANGE:

TERMS: 1% 10th, net 11th. 1½% Service Charge (18% ANNUAL PERCENTAGE RATE) after 30 days. Complaints of Shortage must be made within 24 hours. 15% restocking charge on all returns of stock items. Restocking charge on special order items may be higher. If this is a quote please examine carefully as we agree to furnish only the articles named and described hereon. All agreements contingent upon strikes, accidents or other causes of delays beyond our control. Quote prices are subject to change without notice.

RECEIVED IN GOOD CONDITION BY _____ DATE: _____

Telephone: 665-4121

# TROUTDALE SAND & GRAVEL CO.

OFFICE: 2205 N.E. 244th Ave.
Troutdale, Oregon 97060

MAIL: P.O. Box 397

106095

| DRIVER | TRUCK NO. | CUSTOMER'S PHONE | PURCHASE ORDER NO. | DATE |
|---|---|---|---|---|
| [illegible] | 31 | | O F. SHED | 9/30/91 |

DELIVERY ADDRESS
32152 SE. STEVENS

TERMS: NET UNLESS OTHERWISE INDICATED. A FINANCE CHARGE OF 1½% PER MONTH, WHICH IS AN ANNUAL RATE OF 18%, WILL BE CHARGED ON PAST DUE ACCOUNTS.

CHARGE ☐ C.O.D. ☑

SOLD TO
ANDRE'

1 cash
10/7/91

| CUBIC YARDS THIS LOAD | CUBIC YARDS TOTAL | PUMP - FOOTINGS - FORMS (FLAT - CURBS) MIX DESIGN | SLUMP | % ROCK | PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 7 | 14 | 6 sk | | | 37.50 | 311 30 |

% CALCIUM CHLORIDE HOT WATE

DELIVERY CHARGE: LATE SATURDAY

STANDBY TIME UNLOADING OVERTIME

will be into f r

George Flam 9/30/91

BATCH TIME: 7 -27

| ARRIVED ON JOB | STARTED UNLOADING | COMPLETED UNLOADING | TOTAL |
|---|---|---|---|
| 7:50 | 7:55 | 8:25 | |

REC'D. BY Dan BS.

GALS. WATER ADDED ON JOBSITE AT CUSTOMER'S REQUEST 15

**CAUTION:** Freshly mixed cement, mortar, concrete, or grout may cause skin injury. Avoid contact with skin where possible and wash exposed skin areas promptly with water. If any cement mixtures get into eyes, rinse immediately and repeatedly with water and get prompt medical attention.

KEEP OUT OF REACH OF CHILDREN

MATERIAL SAFETY DATA SHEETS ARE AVAILABLE UPON REQUEST.

DELIVERIES INSIDE THE CURB LINE AND ON THE LOT ARE MADE AT CUSTOMER'S RISK ONLY AND THE TROUTDALE SAND & GRAVEL CO. ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR DAMAGES RESULTING FROM SUCH DELIVERIES.

RELEASE _____

INVOICE DUPLICATE

# KINGSLEY LUMBER

**KING OF THE WOODS**

530 S.E. 81st Ave. • Portland, Oregon 97215
(503) 253-7551 • FAX# (503) 253-9532

| TYPE OF TRANSACTION | | STORE NAME/NUMBER |
|---|---|---|
| CASH SALE | WHERE THE BUILDER IS KING | KINGSLEY LUMBER |

SHIP TO: (SAME AS SOLD TO UNLESS NOTED BELOW)

TAKE

C.O.D. Amount

| CUST. CODE | SEQ. NO. | TIME | INV. NO. | TRANS. DATE | STR. NO. | S'MAN | WRT. BY | OPER. NO. | | ORDER DATE | SHIP DATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CASH | 56727 | 14:37 | 57442 | 110590 | 1 | | 14 | 50 | 62001 | | |

| REF. NO. | CUSTOMER P.O. NO. | PERSON WHO CHGD. | | JOB PHONE # | SALESMAN |
|---|---|---|---|---|---|
| | | | | | MIKE |

| ITEM NO. | QUAN. ORDERED | QUAN. SHIPPED | DESCRIPTION | UNITS | PRICE/UNIT | EXTENSION |
|---|---|---|---|---|---|---|
| 248 | 216 | 216 | 2X4 8' S&B GDF S4S | 1152.00 | 232.000/MBFT | 267.26 |

10/5/90

| SUB-TOTAL | | | | TOTAL |
|---|---|---|---|---|
| .00 | 267.26 | .00 | .00 | 267.26 |

AMOUNT TENDERED: 267.26 CHANGE:

TERMS: 1% 10th, net 11th. 1½% Service Charge (18% ANNUAL PERCENTAGE RATE) after 30 days. Complaints of Shortage must be made within 24 hours. 15% restocking charge on all returns of stock items. Restocking charge on special order items may be higher. If this is a quote please examine carefully as we agree to furnish only the articles named and described hereon. All agreements contingent upon strikes, accidents or other causes of delays beyond our control. Quote prices are subject to change without notice.

RECEIVED IN GOOD CONDITION BY _____ DATE _____

# Evergreen Truss Co.

6312 NE 127TH AVE
VANCOUVER, WA 98662
(206) 256-2300 (503) 221-1475

INVOICE NO.

SOLD TO

SHIP TO

| ORDER DATE | CUST. ORDER NO. | SHIP DATE | SHIP TIME | FOB / W/C | SLSM | BYR. |
|---|---|---|---|---|---|---|
| | | | | | | |

| INVOICE DATE | DRIVER | CODE | OTHER TERMS | TERMS |
|---|---|---|---|---|
| | | | | 1% 10TH NET 11TH |

| ORDERED | SHIPPED | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | | [illegible] | |
| | | Raptors / Pur Jobbed | |
| | | Rec'd Cash 100.00 Thomas Holden | |

WARNING

JOB TIME IN _____ JOB TIME OUT _____

These trusses being delivered are not stable until they have been completely put into place. It is absolutely necessary that the trusses are braced while they are being worked with and before they have been completely put into place. It is the purchaser's duty to insure that proper bracing has been done. EVERGREEN TRUSS CO. are manufacturers of trusses and not experts in the methods and manner of their installation. You, the purchaser, are responsible for temporary construction bracing, lateral bracing and all other bracing necessary. EVERGREEN TRUSS CO. assumes that you the contractor or owner purchasing these trusses knows how to properly read the Engineers Report for bracing, if not contact a construction contractor.

| DISCOUNT | INVOICE TOTAL | |
|---|---|---|
| | SALES TAX | |
| | TOTAL AMOUNT DUE | 600 |

ALL PAST DUE ACCOUNTS WILL BE CHARGED 2% PER MONTH (24% PER ANNUM) PLUS ALL COLLECTION AND ATTORNEY FEES. NO RETURN ON SPECIAL ORDER MERCHANDISE. VENUE OF ANY SUIT SHALL BE IN CLARK COUNTY, WASHINGTON. TRUSSES ARE DELIVERED CURBSIDE ONLY. IF REQUESTED TO GO ONTO PROPERTY, ANY DAMAGE TO EQUIPMENT OR PROPERTY WILL BE BILLED TO BUYER'S ACCOUNT. THIS INCLUDES TOWING BILLS IF NECESSARY.

ALL CLAIMS FOR SHORTAGES & DAMAGES MUST BE MADE WITHIN 24 HOURS.

WHITE - Original Copy / GREEN - Duplicate Copy / CANARY - Numerical Copy / PINK - Office Shipping Receipt / GOLDENROD - Customer Shipping Receipt

CUSTOMER'S COPY

# Parr Lumber Company

PARR LUMBER - ROCKWOOD
18608 SE STARK ST
PORTLAND OR 97233
PHONE: (503) 665-0131

| DATE SHIPPED | FILLED BY | DELIVERED BY | LICENSE PLATE NUMBER |
|---|---|---|---|
| | | | |

INVOICE NUMBER: 244721
INVOICE DATE: 10/03/91
ACCOUNT NUMBER: 1-000010
OUR ORDER NUMBER: 837283

SOLD TO: CASH CUSTOMER
**********

SHIP TO: SAME

| ORDER DATE | TIME | P.O. / ORDERED BY | HOW SOLD | SOLD BY | DATE PROMISED | PAGE |
|---|---|---|---|---|---|---|
| 10/03/91 | 10:36 AM | | CASH SALE | CLIFF TODD | 10/03/91 | 1 |

| LINE# | LOADED | ITEM NUMBER | DESCRIPTION | QUANTITY | UNITS | PRICE / UNITS | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | | 7168WW | 8" TEX LP WAFERBOARD LAP | 350 | 3733 | 421.00 /MBF | 1,571.78 |
| | | | PAID CASH - THANK YOU | | | | |

None Gone Yet
10-3-91 Cust

siding

| NON-TAXABLE | TAXABLE SALE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 1,571.78 | .00 | .00 | .00 | 1,571.78 |

MATERIALS RETURNED FOR CREDIT SUBJECT TO A 15% RETURN CHARGE AND MUST BE ACCOMPANIED BY ORIGINAL INVOICE.

A LATE CHARGE of 1.50% per month ( 18.00% ANNUAL PERCENTAGE RATE) will be

IMPORTANT
Read Terms and Conditions governing this sale on reverse side.

X _____

# INVOICE

**WACO** SCAFFOLD & EQUIPMENT CO., INC.
3220 S.E. 19th AVE./PORTLAND, OR 97202-2396
PORTLAND: 232-8226 VANCOUVER: 696-6219
FAX: 232-8166

 PAGE 1

SOLD TO
PROAND
PROTASSY, ANDRE
12120 SW BOONES FERRY RD
PORTLAND, OR 97219

SHIP TO
32152 S.E. STEVENS RD
GARAGE
CORBETT, OR

PROTASSY, ANDRE
PROAND

| DATE | SLSMN | ORDER NO. | ORD. DATE | SHIPPED VIA | TERMS | INVOICE NO. | INV. DATE | INV. NO. |
|---|---|---|---|---|---|---|---|---|
| 07/15/91 | | | | W/C | NET | 00024101 | 07/15/91 | 00024101 |

| ITEM/DESCRIPTION/SERIAL NO. | QUANTITIES | | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| SCAFFOLD RENTAL W/C | Ordered | 1.0000 | LOT | 165.0000 | 165.00 |
| FROM 6-14-91 TO 7-13-91 STILL OUT | Shipped | 1.0000 | | | |
| DELIVERY TICKET #5852 | | | | | |

**DUE UPON RECEIPT**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

THANK YOU !!

| NON-TAXABLE | TAXABLE | SALES TAX | FREIGHT | MISC. | INVOICE TOTAL | INVOICE TOTAL |
|---|---|---|---|---|---|---|
| 165.00 | .00 | .00 | .00 | .00 | 165.00 | 165.00 |

1496
7-110
COMPATIBLE ENVELOPES AVAILABLE

CUSTOMER'S COPY

| DATE SHIPPED |
|---|
| |
| FIXED BY |
| |
| DELIVERED BY |
| |
| LICENSE PLATE NUMBER |
| |

# Parr Lumber Company

PARR LUMBER - ROCKWOOD
18608 SE STARK ST
PORTLAND OR 97233
PHONE: (503) 665-0131

SOLD TO:
CASH CUSTOMER
**********

SHIP TO:
--- SAME ---

INVOICE NUMBER: 212340
INVOICE DATE: 5/20/91
ACCOUNT NUMBER: 1-000010
YOUR ORDER NUMBER: 359806
1

| ORDER DATE | TIME | P.O./ORDERED BY | HOW SOLD | SOLD BY | DATE PROMISED | PAGE |
|---|---|---|---|---|---|---|
| 5/20/91 | 9:41 AM | | CASH SALE | CLIFF TODD | 5/20/91 | 1 |

| LINE # | ITEM NUMBER | DESCRIPTION | QUANTITY | UNITS | PRICE / UNITS | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 9TYVEK | 9' TYVEK 1755 SQ FT | 1 | | 125.00 /RL | 125.00 |
| 2 | 2622 | 2X6 #2&BTR | 10 | 1.220 | 338.00/MBF | 4,136 |
| | | SELECT FOR EXPOSED! | | | | |
| | | PAID CASH - THANK YOU!!! | | | | |

| NON-TAXABLE | TAXABLE SALE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 199.36 | .00 | .00 | .00 | 199.36 |

MATERIALS RETURNED FOR CREDIT SUBJECT TO A 15% RETURN CHARGE AND MUST BE ACCOMPANIED BY ORIGINAL INVOICE.

A LATE CHARGE of
1.5% per month
( 18.0% ANNUAL
PERCENTAGE RATE) will be

IMPORTANT

X _____

CUSTOMER'S COPY

| DATE SHIPPED |
|---|
| |
| FILLED BY |
| |
| DELIVERED BY |
| |
| LICENSE PLATE NUMBER |
| |

# Parr Lumber Company

ROCKWOOD
18608 SE STARK ST
PORTLAND OR 97233
PHONE: (503) 665-0131

INVOICE NUMBER: 220835

SOLD TO: CASH CUSTOMER
**********

SHIP TO: --- SAME ---

INVOICE DATE: 6/28/91

ACCOUNT NUMBER: 1-000010

OUR ORDER NUMBER: 1

602260

| ORDER DATE | TIME | P.O./ORDERED BY | HOW SOLD | SOLD BY | DATE PROMISED | PAGE |
|---|---|---|---|---|---|---|
| 6/28/91 | 3:33 PM | | CASH SALE | ROBERT TOURNAY | 6/28/91 | 1 |

| LINE# | LOAD | ITEM NUMBER | DESCRIPTION | QUANTITY | UNITS | PRICE/ UNITS | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | | 21837 | FIXED ROOF BRACKET | 4 | | 6.00 /EA | 24.00 |

| NONTAXABLE | TAXABLE SALE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 24.00 | .00 | .00 | .00 | 24.00 |

MATERIALS RETURNED FOR CREDIT SUBJECT TO A 15% RETURN CHARGE AND MUST BE ACCOMPANIED BY ORIGINAL INVOICE.

A LATE CHARGE of 1.500% per month (18.000% ANNUAL PERCENTAGE RATE) will be

IMPORTANT
Read Terms and Conditions governing this sale on reverse side.

X _____

CUSTOMER'S COPY

# PARR LUMBER

PARR LUMBER - ROCKWOOD
18608 SE STARK ST
PORTLAND, OR 97233
PHONE: (503) 665-0131

| DATE SHIPPED |
|---|
| |
| FILLED BY |
| |
| DELIVERED BY |
| |
| LICENSE PLATE NUMBER |
| |

INVOICE NUMBER 00326781
INVOICE DATE 11/15/92
ACCOUNT NUMBER 1-00000010
OUR ORDER NUMBER 00007594-00

SOLD TO: CASH CUSTOMER
**********

SHIP TO:

| ORDER DATE | TIME | P.O. ORDERED BY | HOW SOLD | SOLD BY | DATE PROMISED | PAGE |
|---|---|---|---|---|---|---|
| 11/15/92 | 9:13 AM | NONE | CASH SALE | 626-BOB SULLIVAN | 11/15/92 | 001 |

| LINE# | LOADED | ITEM NUMBER | DESCRIPTION | QUANTITY | UNITS | PRICE / UNITS | AMOUNT |
|---|---|---|---|---|---|---|---|
| 10 | | 25983 | 11OZ GREY VULKEM SEALANT | 3 | | 3.50 /EA | 10.50 |
| 20 | | 7098WW | [illegible] | 15 | | 5.68 /EA | 85.20 |
| | | | **THANK YOU! PAID CASH** | | | | |

| NON-TAXABLE | TAXABLE SALE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 95.70 | .00 | .00 | .00 | 95.70 |

MATERIALS RETURNED FOR CREDIT SUBJECT TO A 15% RETURN CHARGE AND MUST BE ACCOMPANIED BY ORIGINAL INVOICE.

A LATE CHARGE of 1.500% per month (18.000% ANNUAL PERCENTAGE RATE) will be

IMPORTANT
Read Terms and Conditions governing this sale on reverse side.

X _____
Your signature certifies materials on this invoice

FORM 101 REV. 4/92

# MILLER PAINT CO.

*SINCE 1890*

*MAIN OFFICE:*
317 S.E. GRAND AVE.
PORTLAND, OR 97214
503-233-4491

STORE:

| SALES # | CASH | CHARGE | RET. |
|---|---|---|---|
| [illegible] | ✓ | | |

DATE: [illegible]

INVOICE NO: [illegible]

PAYMENT TERMS: NET 30 DAYS

PLEASE . . .
REFER TO THIS
ACCOUNT NUMBER . . .

| ACCOUNT NO |
|---|
| |

CASH

PAYMENT METHOD:

| CASH | CHECK | CARD |
|---|---|---|
| 40.00 | | |

| PREVIOUS COLL. | CHECK # | CARD # |
|---|---|---|
| | | |

| AMOUNT RENDERED # | CHANGE | PURCHASE ORDER NUMBER |
|---|---|---|
| 40.00 | 8.27 | |

| JOB NAME | JOB NUMBER |
|---|---|
| | |

SPECIAL
INSTRUCTIONS:

| PRODUCT CODE | TOTAL QTY. ORD. | PKG. QTY./SIZE | PRODUCT DESCRIPTION | LIST | PRICE | TOTAL |
|---|---|---|---|---|---|---|
| [illegible] | [illegible] | [illegible] | [illegible] | 24.45 | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | 24.45 | 14.25 | 14.25 |
| [illegible] | [illegible] | [illegible] | [illegible] | 1.40 | 1.05 | 1.05 |
| [illegible] | [illegible] | [illegible] | PLASTIC PAINT LIDS #12 | 0.50 | 0.39 | 0.78 |

**Service charge on past due accounts will be highest amount allowed by law.**
**No cash refunds made unless original sales slip is presented.**
**30 Day limit on returnable merchandise.**

SIGNATURE X: _____

TAX

PAY THIS AMOUNT ▶ TOTAL [illegible]

PACKING/CUSTOMER COPY

ANDRE PROTASSY
DBA PASSPORT PHOTOS
12120 SW BOONES FERRY RD.
PORTLAND, OREGON 97219

1088

24-22/1230
BRANCH 115

8. 3 1991

PAY TO THE ORDER OF PHILIPS INDUSTRIES $ 593,70

five hundred ninety three +70/100 DOLLARS

U.S. BANK
ONE PACIFIC SQUARE BRANCH
P.O. BOX 4388 PORTLAND, OR 97208
UNITED STATES NATIONAL BANK OF OREGON

FOR WINDOWS

U.S. BA

60 273 1088 "000005937 0"

# INVOICE

**WACO** SCAFFOLD & EQUIPMENT CO., INC.
3220 S.E. 19th AVE./PORTLAND, OR 97202-2396
PORTLAND: 232-8226 VANCOUVER: 696-6218
FAX: 232-9186

 PAGE 1

SOLD TO
PROAND
PROTASSY, ANDRE
12120 SW BOONES FERRY RD
PORTLAND, OR 97219

SHIP TO
STEVENS RD
RESIDENCE
TROUTDALE, OR

PROTASSY, ANDRE
PROAND

| DATE | SLSMN | ORDER NO. | ORD. DATE | SHIPPED VIA | TERMS | INVOICE NO. | INV. DATE | INV. NO. |
|---|---|---|---|---|---|---|---|---|
| 10/30/92 | DL | | | WILL CALL | NET | 00026908 | 10/30/92 | 00026908 |

| ITEM/DESCRIPTION/SERIAL NO. | QUANTITIES | | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| SCAFFOLD RENTAL W/C | Ordered | 1.0000 | LOT | 180.7500 | 180.75 |
| FROM 9-29 TO 10-28-92 STILL OUT | Shipped | 1.0000 | | | |
| DELIVERY TICKET #8046 | | | | | |

**DUE UPON RECEIPT**

PAID
9/29 - 119.15

DUE - $61.60

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

THANK YOU!

| NON-TAXABLE | TAXABLE | SALES TAX | FREIGHT | MISC. | INVOICE TOTAL | | INVOICE TOTAL |
|---|---|---|---|---|---|---|---|
| 180.75 | .00 | .00 | .00 | .00 | INVOICE TOTAL ▶ | 180.75 | 180.75 |

1496
7-86

COMPATIBLE ENVELOPES AVAILABLE

RECEIVED
97 SEP 24 PM 2:32

TRANSCRIPT OF PROTASSY HEARING TYPED BY THE OFFICE OF PAUL NORR, ATTORNEY FOR APPLICANT, FROM TAPE PROVIDED BY PLANNING STAFF:

HEARING: July 16, 1997
CASE: CU 12-96/SEC 27-96/HV 18-96
HEARINGS OFFICER: LIZ FANCHER

HO Good morning. My name is Liz Fancher. I am one of Multnomah County's Land Use Hearings Officers. Now it's 10:30 in the morning on July 16, 1997. Now is the time scheduled for hearing in request for conditional use approval for a template dwelling, also request for significant environmental concern review in the Sandy River Scenic Waterway and a request for a major variance to reduce the minimum front yard setback from 200 to 45 feet and a variance to the minimum side yard setback of 200 feet to 35 feet. The application numbers are CU 12-96/SEC 27-96/HV 18-96. The staff person who reviewed this matter is Chuck Beasley. He's seated to my left and from your point of view to the right of me. The matters that will be considered are those I've listed here today. It relates to property at 32152 S.E. Stevens Road. This particular hearing is what's called a quasi-judicial proceeding and that means that in the land use hearing the hearings officer's responsibility is to apply the law as it's written. A hearings officer has no authority to change the law and what it's necessary for the hearings officer to decide is what the facts are that relate to the application and secure all relevant testimony from all parties, to decide if there are conflicts in the evidence what are the true facts and then to apply the facts to the law and render a decision that's in compliance with the law. If you feel that the way the law is written is not fair you can certainly raise legal objections to that based on legal errors and we will consider those. But if your real basis for arguing about the law is that it needs to be changed, you need to direct those concerns to the Board of County Commissioners. At the beginning of the hearing I am required by law to explain the applicable approval criteria, the rights of the different parties to present testimony and to explain how the process works. The applicable approval criteria are listed in the staff report that was prepared by Mr. Beasley for this land use application. It looks like this and it's located in the back of the room. At this time I'll ask if any party would like me to go through and explain the approval criteria that are listed in the staff report or if they will accept the staff report in setting forth those criteria. Would anyone like me to read the



EXHIBIT H PAGE

approval criteria?

?? [male - inaudible]

LF You want to go ahead and read it? Okay. The approval criteria are found in the County Code. They are listed on page 4 of the staff report. It's MCC 11-15-2052. It says _____ subject to the following conditions: the lot or lots in the tract shall meet the _____ standards of MCC Section 2062A and B and has been lawfully created prior to January 25, 1990. Additionally, MCC 11-15-2052A2 is applicable that _____ the tract shall be of sufficient size to accommodate the siting of the dwelling in accordance with the County Code Section .2074 with minimum yard of 60 feet to the center line of any adjacent county maintained road and 200 feet to all of the property lines. Variances have to be _____ under the applicable County Code. A tract shall also meet standards set out in MCC 11-15.2052A3. Those are the ones that are determined applicable. Those are listed in the report under "C" and then a little "i" and then two "i's" and that explains the template test that the county applies requiring 11 lots be in existence as of January 1, 1993, and also that five dwellings lawfully exist on January 1, 1993. Then various other rules are applied to the template test that are listed at the bottom of the page on page 5 indicating that you don't count lots within urban growth boundaries, that no other dwellings be located on the tract, that no other dwellings are allowed on any part of the tract and that provides specific regulations that would apply if and when the application is approved. The dwelling has to be located outside of big game winter habitat area, or the Oregon Department of Fish and Wildlife must certify that approval of dwellings in this area is acceptable in terms of its impact on wildlife, there has to be proof of a long-term road access permit or agreement, also there is a condition of approval in 11.15.2052A6 which requires the owner of the property to plant trees in order to demonstrate that the tract is reasonably expected to meet the Department of Forestry stocking requirements, that's a condition of approval _____ imposes condition of approval and there are consequences specified in the law for failing to meet the minimum stocking requirements which include disqualification of the property from forest tax deferral and payment of additional tax penalties. The law does not describe what happens in terms of farm deferral. Additionally, the dwelling must meet the development standards that are set forth in the County Ordinances. A

statement has to be recorded recognizing the rights of adjoining property owners to conduct forest operations. Additionally staff identified the replacement dwelling provisions of the County Code as being relevant to this matter, or at least to be considered. Whether or not that does apply is an issue in this matter. Also provision requires that the dwelling have the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements included in the County Code which involve the 200 foot setbacks. Adverse impacts on forest operations excepting farming practices on the tract must be minimized. Amount of land use _____ site the dwelling structures, access road service corridor must be minimized. Any access road or service corridor in excess of 500 feet must be necessary under standards specified in the ordinance. Risk with wildfire must be minimized. The proposed dwelling must be located on a tract within a rural fire district or the dwelling must have a residential fire protection by contract. Access for fire vehicles must be provided in accordance with state standards. Those standards are listed in the County Code, but those are also found in state law and apply to this application as well. Relating to slope and fire breaks around the property, the property cannot have a slope in excess of 40%. The dwelling must comply with Building Code requirements. It must be attached to a foundation, have a minimum square foot floor area of over 600 square feet, a fire retardant roof, spark _____ chimney. The applicant is required to provide evidence of a domestic water supply that meets the requirements of the Department of Water Resources under their administrative rules and the water source cannot come from a class 2 stream.

?? [male] Excuse me. Did you say something about fire _____. Did I understand you right on that? There has to be a fire plug down there?

LF No. A private road accessing two or more dwelling or driveway accessing a single dwelling shall be designed, built or maintained to support vehicles of a certain weight. That's specified in the staff report. That's on page 11. You can all follow along. We're on page 12 now. The various standards are set forth here in detail relating to grades and things of that nature. Then the additional approval criteria for the SEC permit are listed starting on page 13. You'll see that there's MCC 11-15.6404 uses of SEC permit required relating to scenic waterways. On the criteria themselves for approval _____ SEC permit are

listed in 11-15.6420 and that says it applies to certain areas that are mapped by the county. This particular property is in a mapped area. The code requires that the maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and a protected feature such as the river, stream or lake or floodwater storage area that's being protected. Agricultural land and forest land shall be preserved and maintained for farm and forest use. Building and structures shall be located on a lot in a manner which will balance functional considerations and _____ need to preserve or protect areas of environmental significance. Recreational needs should be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflict with areas of environmental significance, protection of public safety and public and private property especially from vandalism and trespass shall be provided to the maximum extent practicable. Significant fish and wildlife habitat shall be protected. Natural vegetation along the river, lakes, wetlands and streams shall be protected and enhanced to the maximum extent practicable to ensure scenic quality and protection from erosion _____, archeological areas must be preserved, areas of annual flooding, flood plains, water areas and wetlands shall be retained in their natural state to the maximum extent possible, areas of erosion or potential erosion shall be protected from loss by appropriate means, appropriate means are based on current best management practices and include restrictions on _____ soil disturbing activities, quality of air, water, land resources ambient noise levels in the area shall be preserved in the development and use of the area, design _____ construction materials, color, lighting of buildings, structures and _____ shall be compatible with the character and visual quality _____ significant environmental concerns. An area generally recognized as fragile and endangered plant habitat or which is valued for _____ features or which has an identified need for protection of natural vegetation shall be retained in a natural state to the maximum extent possible. Then the applicant is required to demonstrate that the applicable _____ of the comprehensive plan are satisfied by their application. That requires identification of all the provisions of the plan that are applicable. Staff then went through and identified the _____ policies that they believe are applicable and did not receive a response from the applicant on those policies for the most part or not at all. Apparently not at all.

?? [male - unidentified - inaudible]

LF Okay, well that's all right, I'm just reading what's in the staff report. That indicates there is no response, so applicant can respond to that during the hearing, but those particular policies are set forth here. They're found on page 18, 19 and 20 and include policy 13, policy 22, policy 37, policy 38 and policy 40. Criteria for approval of major variance are found at MCC 11-15 8505, page 20. It indicates that the approval authority may permit and authorize a variance only when there are practical difficulties in the application of the chapter and a major variance shall be granted only when all the following criteria are met. The criteria are listed in the staff report starting at page 21, a circumstance or condition applies to the property or to the intended use, it does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the comparative surrounding uses. A second requirement is the zoning requirement would restrict the use of _____ property to a greater degree than it restricts other properties in the vicinity or district. _____ the authorization of the variance will not be materially detrimental to the public welfare or injurious to the property in the vicinity or district in which the property is located or adversely affect the appropriate development of adjoining property. The granting of the variance will not adversely affect the realization of the comprehensive plan nor will it establish a use which is not listed in the underlying zone. Those are the applicable criteria. If you disagree with the applicable criteria or feel there should be additional criteria considered you may raise those objections during your testimony today. Testimony that you present and evidence that you present must be directed toward the criteria that I listed to you in great detail at this point. Other criteria which you believe applies I indicated must be mentioned by you and raised at this issue. Failure to raise an issue during this hearing accompanied by statements or evidence sufficient to afford the hearings officer and the parties to this matter an opportunity to respond to the issue may preclude appeal to the Land Use Board of Appeals based on that issue. Okay. At the close of the hearing there is an opportunity for all parties to request additional time to submit additional evidence to respond to any new evidence that's submitted by the applicant and I would consider any requests for additional

time to leave the record open. Generally the record must be left open for seven days. Following that time the applicant has an opportunity to submit written legal arguments, or written arguments relating to the matter before the hearings officer, they may not introduce new evidence at that time. And any new evidence that's submitted by the applicant in that final statement will not be considered by the hearings officer as evidence to support their case. And I want to be very clear about that so that the applicant understands that all evidence needs to come in before the close of the record in this matter and cannot come in in that final applicant statement. The applicant also has the right to waive the right to submit that final argument if they wish to obtain an earlier decision of the matter. Okay. Then, also at the start of the hearing I'm required to indicate if I have any bias or prejudgment related to this case, any potential or actual conflicts of interest, any ex parte contacts, or any site visits. On this matter I have not visited the site, I have not had any what are called ex parte contacts which are contacts with people who are parties to the matter that is pending before me. Also, I do not have any potential or actual conflict of interest relating to this particular matter. I do not own property in the area of this property. I do not have any investments that would in any way be affected by the outcome of this particular case and I have not reached a decision on the matter, have not prejudged it and don't have any particular bias one way or the other that would affect my ability to be fair and impartial in this matter. At this point does anyone wish to challenge my ability to hear this matter and if so raise your hand and then I'll have you come forward and put that on the record. Okay, seeing no one raised their hand I will find that there are no objections to my ability to hear the matter and I will proceed to hear and decide this matter. Okay, at this point, does anyone wish to challenge the hearing on procedural grounds, on terms of the notice or anything else and if you would, please raise your hand. Okay the gentleman in the blue. Would you come forward and state your name please?

GUS My name is Gus _____ and I'm president of Camp Angeles (?) Which is the adjoining property. We have 98 acres.

LF Okay. And your objection is?

GUS My objection is to a couple of things. The roadway is one of them.

LF Oh, okay. The only objections that you need to state at this point are related to the procedure [interrupted].

GUS [both talking at once]

LF Okay. Thanks. I'm sorry. Thanks. Then the final think that I'll cover is the order of the proceedings. What we do is just start with the staff report and staff indicates what their recommendations were on the case and summarizes their staff report. Then the applicant is given an opportunity to present evidence at the hearing in support of their application and people who support the applicant's position or generally are in favor of the application are asked to present testimony. After that people who wish to testify in opposition to the request filed by the applicant are given an opportunity to present evidence. Then the applicant is given the opportunity for rebuttal and, in my discretion, if I believe it's necessary to respond to new material that perhaps the applicant didn't mention in the first place and they bring that in in rebuttal, then I may allow the opponents also to have an opportunity to rebut that evidence. Then after the testimony is done, we'll decide whether or not there'll be an additional period of receiving evidence after the hearing in writing and people can raise the request for that and then the record will close or the date for closing the record will be established and we'll also make a determination about what the applicant wishes to do with the comments that they have a right to submit, the legal arguments, and then after that then staff will present their final staff comments on the matter and then at the end of that I generally indicate to the parties any of the issues that I think might be addressed in their written comments that follow close of the hearing today, if there is going to be additional comments. If the record is closed I'll generally give folks an idea of what I'm thinking about the case so they are not surprised when they receive my written decision. Okay. Staff report, Mr. Beasley.

CB First, I'd like to introduce a couple of exhibits into the record that came in after the record was _____ show a short video and then review the conclusions and I also have a correction to the record that I want to make. I'll do that before the video. The first exhibit that I want to add to the record is the affidavit of posting property for this hearing, that's Exhibit E-1. The second item is a _____ letter from a Frank _____ in support of the issue of the old dwelling, there was a dwelling in the past. I'm entering that as Exhibit E-2.

_____ photocopies of those two before we leave.

LF Okay.

CB The correction to the record is regarding the variance _____ the front yard setback. There are a couple of typos in the staff report. On the first page of the staff report it says that the front yard setback reduction is from 200 feet to 45 feet and it should say 60 feet, so the reduction is from 200 feet to 60 feet. That's reflected correctly in the summary conclusion on page 2 of the staff report. I find that there is another error and it's a different number of feet in the staff report on page 41 of the findings. In that first paragraph under the applicant's statements he's got it as 50 feet and my understanding is that Exhibit A3, which is the latest site plan that was submitted May 2, my understanding is that Mr. Protassy's indicating that the setback from the property line is 60 feet on that plan. So, that's the only. And as go through the video I don't know if it will help to look at Exhibit A3 or not.

LF _____ do you want to get the light? That one's okay. Yeah, leave that one on.

CB Okay. This is a picture of the property looking west along the easement road and this is the field to the south and then this would be east property line. There's a line of poplars along here, the Sandy River Canyon is down in here. Then we're looking again down the easement road to the property to the north. This is apparently managed as a pasture and agriculture at this time. This is the house and development adjacent to the north. Camp Angelos is down over the hill here. This is the easement road of the subject property here. Here's another picture of the house and we're looking toward the west side and this is the area where the edge of the Sandy River Canyon starts and this is a fairly steep slope according to the applicant about 60%. It shows primarily deciduous trees in that area. There are some small conifer in there. It looks like it was harvested years ago and never actually reforested with conifer. And this is the Sandy River down below. _____ this is April, so it's changed now. You can't see it. This is the south portion of the house, swinging around from the west toward the south. Generally the site is pretty flat until you get to the edge of the trees, the edge of the bluff and _____ it drops off.

LF So, what's the orientation of the property? Like, as

opposed to the map, what side are you looking on _____?

CB You're looking down this side. The trees are on the west and south.

LF Okay.

CB _____ the river down below.

?? [male - unidentified] The ice storm tore it up pretty good.

CB Yeah. Okay. This is the vineyard. There is four or five rows of grapes there. And this is swinging back toward the east where there's a little bit of a rise and the there's _____ it's pretty flat actually, and then rises up to the northeast corner. This is the adjacent dwelling on the east side. Beautiful day. Good day for field work. And then again, this is the northeast corner and the dwelling on the east. That's pretty much it.

?? [male - unidentified] You have tough duty.

CB What I want to is not take up a lot of time, but just quickly go through the conclusions for each of the three applications. Template dwelling and the SEC and variance. The summary conclusions on page 2 of the staff report. The detail conclusions for the template dwelling the conditional use are on page 12 and 13.

?? [male - unidentified; may be GUS] Where are you now?

CB Page 12 of the staff report. The first conclusion the staff makes is that the existing structure doesn't qualify as a replacement dwelling under the rules primarily because the dwelling that is replaced doesn't exist and needed to exist. That issue I think is resolved. Primarily the other....

LF Pardon me. How is it resolved?

CB Primarily because there's no record. I mean it's clear by the record that the original dwelling was destroyed in 1987 or 1988 and there was no evaluation of replacement issues _____ circumstances around replacement at that time _____ _____.

LF Okay. And was a permit required at that time?

CB Yes.

?? [male - unidentified] I'm sorry. When you say it's not resolved, does that mean that the conclusion was made that this _____.

CB I'm saying the issue of whether this application could be considered as a replacement dwelling _____ replacement dwelling provisions of the code is resolved by the fact _____ because the dwelling that is replaced does not exist and that's a primary finding that has to be made for replacement dwelling application to be considered.

?? [male - unidentified] Question. If I ....

LF You need to hold your questions until you testify and we have you on the record. Okay. So Mr. Beasley needs to finish his staff report and then other issues can be raised by participants when you're testifying. And that's necessary so that we can keep a good record of what we're doing here.

CB Okay. The -- generally, most of the other template dwelling criteria _____ are met. The main criteria that we think has not been shown to be met is 12074A1 which relates to protection of forest management activities on adjacent land. There isn't any analysis in the applicant's submittal that demonstrates why a 35 foot setback between dwellings and adjacent forest land to the west is adequate to protect forest management activities on that adjacent parcel to the west. Nothing in the SEC ordinance precludes forest management from occurring on that property _____ _____ forest zone. The -- you know, if the applicant can provide evidence that the scenic waterways administrative rules preclude forest management on _____ properties, then perhaps a finding could be made that forest management _____ occur and that the 35 foot setback is adequate to protect forest lands, but it's not on the record. And the other standard that isn't met is the development standards of .2074B primarily because there isn't a building permit for the existing structure. Regarding the SEC permit, the conclusions under that section are on pages 20 -- uh, regarding the comprehensive plan policies, staff's recommendation is that there is enough evidence in the record to make a finding that they're satisfied. We aren't arguing -- staff isn't arguing that those are not satisfied and I may have missed some information that Mr. Protassy submitted, but it wasn't in the one piece that I reviewed

for this. But, regarding two of the criteria that staff feels haven't been demonstrated to be met in the SEC zone, 16420A is the criterion that asks that the maximum amount of open space for vegetation is provided between the resource, in this case the Sandy River Gorge Scenic Area, and the development. And there's no demonstration that that's happened when you look at the exhibit on 3, if the house was moved further to the east then the distance would be increased. There's some limited visibility of the house from the gorge, it's not hugely visible so I don't think the impacts are great _____, still the finding requires the maximum distance and there is no evidence in the record that says it couldn't have been constructed further to the east. And then the second criterion was the staff felt wasn't met with the application was .6420C. This application asks for an evaluation of the balancing the functionality of the utility of the building site with the impacts that that building has on the scenic resources and the response didn't really take this issue up. And again, I think that unless we consider the cost of moving an existing structure that was constructed without a permit and staff is assuming that's its not _____ to do that, then we have to consider this as a new house. The _____ conclusion that we would give to is that some improvement could be made by moving it to the east and absent any other evidence we couldn't find that the criterion was met. If the case can be made that we can consider the existing house -- notwithstanding that it was built without a permit -- the value associated with that and the cost associated with moving it the staff would conclude that that criterion would be met because the cost would outweigh the judgment call. The staff would conclude the cost would outweigh the benefit. Okay, in regarding the conclusions on the variance, those are on pages 22 and 23. In general, the variance is the hardest part of this application to justify in staff's opinion because we're working from a situation where a house has been constructed on the site that doesn't comply with the code that we have to apply after the fact. And because there aren't any obvious physical limitations in the property that limit its location to where it is. Under the first criterion the justification that's provided is that other existing dwellings do not meet the setback requirement and therefore that's a hardship, but there isn't any demonstration that there's a practical difficulty in the land or its condition that limits the dwelling to the location proposed. It appears from a close reading of the variance criteria that the ordinance would allow consideration of physical improvements, but staff is making

a presumption that we would only include improvements that legally exist and that -- uh, _____ interpret that criterion. So we feel that it doesn't meet that criterion. In the second variance criterion, we feel it hasn't been met because there's no comparison made between the limitations _____ to the placement of the use, which is the dwelling, rather than its location in the contrast to placement of other dwellings in the area. _____ the setbacks of the commercial forestry zone don't appear to preclude placement of the dwelling in a reasonable location on this property. So, that's all.

LF Okay. Can you hold on a moment?

TAPE 1 - SIDE 2

LF All right. So at this point it's the applicant's opportunity to make a presentation.

?? [male unidentified - inaudible]

LF Yes. If you wish to present evidence at this time you do need to come forward here. Take a seat here, indicate your name and address for the record, please.

AP My name is Andre Protassy. I live at 12120 SW Boones Ferry Road and I am the owner of this property. You have to excuse my language. I am a foreigner as you hear and at the time I started this whole stuff I didn't speak very well English. I don't how well I speak now if you understand me, but I'll try my best.

LF You're very understandable.

AP Okay. I purchased this property in ninety-seven, 24th of November.

?? [male - unidentified] Eighty-seven.

AP Eighty-seven, I'm sorry. And I purchased land and house which a year approximately after I purchased burned down by the negligence of some tenant I had there. _____ the fire department. I have some documentation here from the insurance company which was disputed by this office. I've

been told that no house was existing there. That's why I have some witnesses here. The previous owner is here, et cetera. Now he is indicating the first point that today it's not possible to replace the house because no house was there, as far as I understood, or no legal house was there. The house was built way before building permit was necessary. _____ before 1960. I have some people who support this statement, as a matter of fact the previous owner is here. And when the house burned down I came to this office and talked to Mr. Bob Hall and probably it's my fault because I didn't understand how that's supposed to work. I was supposed to get a permit. I just started to rebuild the house. Actually was burnt almost completely down and I _____ to put the house on exactly the same spot where the old house was and existed for 30-40 years, I don't know how long. And I did that ...

LF When was that done?

AP I started in '89 with the foundation and the rest of it. You have to consider that I did everything that you saw in the picture of the house with my two hands with occasional help. So it took me longer than a contractor is going to do it.

LF So, when were you done with it?

AP About '92 -- I'm not completely done, but '92.

LF Okay.

AP And so then I came ...

LF And did you not apply for a building permit at that time?

AP No, I didn't.

LF Okay. No building permit.

AP I have the verbally agreeing to go ahead and rebuild the house is enough and I did not very much about it _____, so I started. If I knew that I wouldn't put the house there because I personally don't like this _____ but I did it in order not to _____ 200 feet to the east which is going to be in some kind of ditch where the water from _____ property comes through and where it will cost me enormous amount of money to fill the ditch with dirt and if I _____ this way, then the house is going to be

three-quarter of the year in the water. Excavation ...

LF Okay. At this point _____ where on the property this ditch is that you're referring to. Is it this? Is this it in the middle?

AP Yes, that is -- I measured it from the property line 200 feet and from the property line on the north 200 feet. That comes exactly in the middle where the water comes from above. Somewhere in this statements here it is indicated that there is no culvert. Here's a big culvert which takes the water from the above property and goes all the way through my property.

LF Okay. So how much of an area is there like at this side to place the dwelling and still be within the setback?

AP Actually, not at all because that whole place is -- when it starts to rain, and we get lots of rain here, almost the whole property is wet all the time. As a matter of fact when we had the strong rains here the entire property here was full of water. It was like a swamp. So that gives me the answer why the people before me and _____ put the house there. Because that is probably the safest place. And that was for many years nothing happened to it. No erosion or _____. Otherwise I would put the house somewhere here that I have a view, et cetera, and _____ spent almost $100,000. So that is about the history of the house and why it is there. The second thing _____, I've been hundreds of times down there in the river and I was yesterday over there all day. There are some pictures here. _____ whether on one end of my property or the other end of my property you _____ see the house, period. _____ everything to make sure that it's not visible even further up the river from the other side of the river I went all the way to the top of the other side and took pictures from there and that is probably 700-800 feet above the ground. You cannot even see the house from there. _____ I have the pictures here and I have them when there are not the leaves there and you can see through you cannot see down there anything else and I went on the roof of the house in all directions and you cannot see anything down there. _____ the entire roof _____. That is from the river up. The house is sitting here. Right here. This tree on the top is right in the middle of my garden. Also from all directions from the east, west and south and that is from the top. That is the property here.

You _____ see my neighbor's property, you _____ see the neighbor to the north property, but you don't see the house here. That is about -- that's my estimation, 800 feet, at least, high. Down there is the river. So, if I cannot see it from there and I cannot see it I guess from the river. That is also the house here. That is the ditch here. And the .....

LF Okay. At this point just for the record I need to -- if we're going to consider this evidence -- I need to put it into the record and give it an _____. So, what I need to do is have you put all those photos together and give those to me and I'll label them.

CB How many do you have there?

LF I'll count them. We'll just put them all in one exhibit number. Okay, exhibit 3 -- E-3. And I'll stick this on this photo that's the exhibit taken -- the photograph across the river and then _____ can label the rest of them, or I'll do it later so as not to take up everyone's time. [counting] There appears to be thirty photos. Okay, so I accept these photographs and they are marked Exhibit E3 if others wish to see them. I think I'll place them on this table over here so that any of the other parties can look at them. Okay.

AP I don't know if I forgot something about SEC[?], but I go to variance. I been told in this office that I have to pretend that no house there. And I try my best. I pretend _____ _____ I close my eyes and when I open them the house is there. Okay. It is a fact it is a build there. I try my best. I put all my money into it and I thought I didn't violate any zoning. I'm not an expert. I'm not a professional. I did violate probably the building laws and I try not to do and the house is built after the code and _____ ...

LF Who checked it for the composite code?

AP Builders I invited over there to advise me so ...

LF Okay. But not a county official?

AP Not the county.

LF Okay.

AP I cannot do that according to the staff report here. Anyways, the house is there. I wish it's not there, that I can put it somewhere else, but I can't and if I could, like I said before, _____ in an area that's going to be under the water most of the year. Or if _____ _____, then I have to spend probably $100,000 which I estimated just to move the house. _____ _____ been existing forever also before the house, before this house, base electricity, base plumbing, base septic tank which also was existing before _____ _____ with a bigger one _____ permit.

LF Okay. And when were those permits issued?

AP Couple years ago. Eighty-five [sic ?].

LF Was there an existing septic system on the property before it burned down. I assumed there would be.

AP Yes.

LF Okay.

AP Exactly in the same spot. This is bigger because the house is a little bigger.

LF Okay.

AP So, if I have to move the house _____ _____, but I estimate to move the house which I would -- my good faith I was willing to do something about it -- $30,000. _____ that is to move the house. The foundation is going to cost me at least $10,000 to $15,000. _____ cost approximately $10,000 five years ago or more, six years ago. If I have to _____ supposed to be according to the laws here I have to build a new driveway, 200 foot driveway, which is going to cost me again $30,000 to $40,000. Then electricity ...

LF Can you tell me why it would be _____ cost for a driveway?

AP That's what they told me. They asked me -- I have a place I _____ _____ under water now _____ _____, they asked me for $30,000 to replace the walls and the floor only. So ...

LF Is this just a plain asphalt driveway? On the property.

AP Well, in order to put the driveway _____ you have to put probably 200 feet _____ yards of dirt to raise the _____ property and be able to be above the water line which is created through the culvert and -- from the land which comes from above my property.

LF Okay. So that's included in this $30,000 to $40,000 cost? _____?

AP No, that is extra _____.

LF Oh. Okay.

AP And I took the lowest estimate from different people.

LF Okay.

AP That _____ cost me. Besides I understood that was much bigger ditch wherever _____ to put the property _____. _____ foundation on a _____ and on top of everything a long time ago this whole part has been washed down from a big storm _____ and they put a lot of garbage in there, like refrigerators and old cars. So maybe five or six or _____ feet under the place there are different things which after they rust completely they're going to create the whole place to fall down -- to sink. So I thought that is not a safe place to put a house. But it's like I said from the beginning. The house is there. I did it in good faith. I spent lots of money, lots of time. I've been working 15 sometimes 18 hours a day to create that and I was happy because I love the nature, _____ out there and all kinds of wild animals and I love the place and I'll do anything _____ _____ against the nature, against the scenic area, et cetera, I just want to live in peace there.

LF Okay. Great. Thank you very much. Would anyone else like to testify in support of the applicant's position?

AP _____ I have a contract here which says _____ a farm before _____ a purchase contract and also there was a house before there ...

LF Okay. Do you want to submit that as an exhibit. I'll accept that as evidence into the record.

CB I believe that's in Exhibit A.

LF Oh, it is?

AP That's right. Thank you.

LF Okay. Next person. Yes, come forward and give your name and address for the record, please.

KP My name is Ken Penaro, Sr. I live at 36250 Yokum Loop and I used to live on that property and then later on I inherited it. I have a picture and some answers if I may, because I'm one of the persons that told Andre, and I would do it with anybody, to where he should build his home after the fire. There was also a man that worked for me. There was also a volunteer fire department man for the City of Corbett, or the town however you want to word it. And I was called to come down and see the damage late at night and the man that was suggested to me was Bobby Layton, which is retired now also. He went to the place that night and also went to the place later and he said, Ken you're wasting time and money trying to rebuild this house. So that's why. The other reason. I have a picture that you would probably be interested in and you also. Back in the old days ...

LF [inaudible]

KP No, I do not. You can make a copy of it. You don't want to look at it either?

LF If you are submitting something to the record you need to give us something that we ...

KP This picture is an old picture lady and I'm not going to give it up. ...

LF Okay. Then it's not evidence. We can't accept it as evidence.

KP You can't take a picture of it?

LF We could take a xerox copy and have that in the record. That will be what will be used.

KP Okay, that will be fine.

LF But _____.

KP Because it shows pictures of the house being there many moons ago. The barn that's not there now that was there. Like I said, my in-laws bought it from Valbergs and it goes back further than that.

LF Okay. I don't think that there's any question that was a house on the property. ...

KP My information before I came down here, it was told to me that there was no house existing there. That's the story I got.

LF Well, looking at the staff report I believe they concede that there was a house on the property ...

KP All right. Do you want to know why the house was built where it was built? Because I was going to build there myself on that property at one time. Are you interested in that?

LF Why there was a house there?

KP The reason why the house was built there.

LF Oh. In that location? That's fine. Yes, that would be very relevant.

KP Okay. The reason why because it was coming from Larson's property -- the gentleman back here I think owns the property next door -- water is put on his property, then it ends up on our property and when we had the Columbus Storm and right after we had the Christmas storm the water came down from everybody else -- came down and made a ravine there. I am also one of the persons that stuck a car in there -- '64 XL -- and at that days things were happening so fast you had to do something. And then there was -- being honest with you -- there was dirt brought in from Multnomah County -- they had to get rid of it anyhow -- and it was brought there and dumped. But there was nothing dirty, what do you call it ....

?? [male unidentified] Waste, solid waste?

KP Yes, sir. Nothing bad, in those days -- even in those days.

LF So the property was _____

KP That's right. So, to build a house, if you don't mind

looking again. I was going to build the house right here at one time ...

LF Can you show me on this exhibit?

KP Same thing?

LF Yes.

KP Okay. I was going to build here at one time, if I stayed on the farm. I was going to buy this for myself at one time. And my wife and I lived over here. We lived there five or six years before I married her. And then I decided, no, why not move over here. Well any time you put four inch minus or five inch minus rock on there to build up -- so, because when the water comes you're not stopping Mother Nature, that _____ would have been another dam. Seriously. Besides the fence line, which is now his property, the water has to go somewhere, so if it didn't come through it would go over into the Sandy River that way. That meant laying more culverts here. But the water is going to go into this property whether you like it or not or anybody. This area where my wife lived and then my grandma and grandpa lived there for awhile was -- you can see how much land it used to be back in the old days, it's not that way now. That was about the best _____ and no water came down. If the water did come there it would be coming down the road and then maybe go over to the driveway. So I decided I didn't want to go through all that jazz, so I did not build or buy _____ we ended up inheriting it. But that's why ...

LF Okay. And this photo that shows this house here, this white house, is that the residence that existed prior to the current home?

KP Yes, ma'am. That's correct.

LF And do you know when this photo was taken, approximately?

KP No, ma'am, I do not. I wish I could answer. I've looked all over, is there a date on it? We have other pictures besides this ...

?? [male unidentified] It's got a 012 in the upper, left-hand corner.

LF Okay. So this is Exhibit E-4, I believe, is that right?

Okay.

KP And I think this gentleman here would agree with me that there was an old barn there at one time _____ date. Would you care for that.

LF Well [both talking at once].

KP Yeah. It's going back, way back, even before these gentlemen got involved with their land down below. But there was a house there and that was the reason why the house was built there years ago. Because the people knew about those things back in those days even. Now, what else would you like to ask me? Anything?

LF That will do it. Thanks.

KP You're quite welcome.

LF The next person who would like to speak in favor of the application?

O'C My name is _____ O'Connell. I live at 32202 Stevens, which is right next to Andre. [inaudible]

?? [male unidentified] To the east, uphill?

O'C Yes. Uphill

LF Okay.

O'C I'm a little confused over this myself. What I would like to recommend is that the record not be closed. I don't have a language barrier, I don't think, that Andre has to contend with ....

LF Well, the record will be kept open if any one requests it. I will keep the record open.

O'C Well, I'd certainly like to request it. What I would like to ask a question, I guess to begin with. We've gone over this record and there's a lot of things that Mr. Beasley has objected to. Is there any system that allows us to get together and try to appease the things that you see wrong with them before it goes on record and the decision made? Is there any process to do something like this? Once the record is closed, it's kind of closed. There's a couple Catch 22's here about the building permit. If he would get

a building permit it would satisfy a lot of your concerns. However, he can't get a building permit without a major variance, so we're in kind of a quandary here. Is there a system that would allow us to keep the record open and have some more communication with Andre to allow us to meet your specific objections?

CB The record in this proceeding can be kept open for another seven days to submit additional information. Another alternative would be theoretically for the applicant to ask for a continuance of the hearing and waive the 120 day decision rule to allow him more time to respond to the issues that are raised in the staff report. The way the process has gone up until now is a substantial amount of effort has gone into encouraging Mr. Protassy to provide more information. But at some point in time we need to continue on with the decision. So that's kind of where we are now. So I guess the answer is conditionally yes.

O'C Good. It's hard for me to understand as a layman to understand specifically what it is you're objecting to and if or if not it can be corrected.

?? [someone speaking in background - inaudible - unidentified]

LF Okay. Do have any evidence to put in the record other than ....

O'C Evidence, no. Some comments about the drainage portion.

LF Okay.

O'C I talked to Andre -- incidentally, he did a beautiful job in building that house, the craftsmanship he used in the structure, I mean it's, every line is straight, every line is perfect, he really took a lot of time and effort to put into it. To destroy that would certainly be a shame. There is a couple things. Do we agree that you cannot see it from the river? We don't agree on that?

CB I wouldn't agree that it would be shielded from the river for all months of the year. While I was out there the trees were leafing out and I could see the riverbed and small portions of the river, but that was -- and that's a function, in my mind, the type of trees that exist on that slope. Predominantly deciduous. But I don't feel that in the context of all of these three decisions, the conditional use, the SEC and the variance, that that's an issue of

primary concern.

O'C Okay. I can vouch you can't see it from the river. I've been down there several times and I had to go through the same stuff when I built my house. As far as the location criteria, I'm going to refer back to a section of your own record. MCC11.15.6420, page 14. Letter c. "A building structure _____ shall be located on a lot in a manner which will balance the functional considerations and costs with the need to preserve and protect area of environmental significance." From the farming standpoint of view and I think _____ is said about the same thing, the drainage. I can expand a little bit on that drainage if you had a property plat, do you have one?

LF _____ maps.

O'C Yes, the map will do. Let me expand a little bit ....

LF This is a little clearer. This is actually better.

O'C Okay. Well, this is the _____. I was hoping for a larger overview, because my property is over here and what happens is that

LF _____ [paper shuffling]

O'C Yes. Okay. He's right here, I'm here. I had to build my house here for exactly the same reason why this was the best location because of the drainage. Incidentally, I'm well within the 60 foot requirements also and the 200 foot here I was able to do mostly for my drainage field and septic system. All the drainage, this is the dairy farm here -- very sloped -- this all slopes from _____ Northway Road -- _____ starts sloping and everything drains into the river. When the water comes down here it runs down Christensen, across the dairy field at a diagonal direction like this. There is a culvert that diverts the water over to my property on the corner of my property, so I have an open spring right about here and I have another spring here as well as all this water, drainage water, coming into my property, so in effect I have a little rise here and a little rise here so the water all flows down and drains in this type of environment down to the river, so that I can guarantee you that at least half of my open property and probably more than that of Andre's is under water basically for a good four months of the year. You can go down and sink up to your knees in water and mud. Now, in order for

me to build my house in any other place here, it would require a special septic system, as well as foundation. Trying to get a driveway into a wet area like that is pretty tough too. When Andre and I were talking when he was working on his house, he said he didn't want to build here. It was my understanding also that the existing foundation that we were required to do that, if there was an existing foundation we thought you were required to build on that existing foundation. So there was a little interpretation there. He told me that he really didn't want to build on this particular spot, but he felt he was supposed to do it. So, because of the water drainage it's impractical. Another thing from the farming standpoint. This is one thing I considered, too. Andre, besides the grapes, he and I both raise hay and have it cut and sell it during the course of the year for our farming activities. If this house were any other place. If you take it 200 feet here, 200 feet here, it would basically from a farming standpoint ruin the field and take all the existing hay field that we have out. It would probably cut the production of that field in half. So, from a functional standpoint and I think that's I believe going back to the -- well whatever variance I referred to, I think that would have a lot to do with the location of the house and impact [coughing] _____ your decision where the house should be built also.

LF Good.

O'C And I guess that's about it. Like I say, there's a lot of things about this that I don't understand, that I would like to understand better to give more significant testimony. Particularly the questions asking about -- where was it -- the existing house when I was asking questions earlier. Oh, template dwelling conclusion. I don't understand that at all. The scenic waterways precluding forest management. I had to go through -- that's page 13. I had to go through about the same thing with the state and I agreed to the state, basically it's a greenbelt type area which would -- we can't log there for one, we're prohibited by the state to take any timber from that. I would certainly thing that would preclude forest management and it's considered a greenbelt type area. So, although it's listed as forest, it certainly can't be harvested or managed in any way because of the regulations for the scenic waterway. So I hope that would preclude any forest management application.

CB You wouldn't have a copy of that _____ regulations _____.

O'C I'm sorry, I don't. Most of what I based mine on was telephone conversations with people from the state. They did give me written approval for my building permit which should be on record here in this office.

LF Okay, just for your information. That approval is not part of the record in this matter and if you wish it to be a part of the record you need to get a copy of it and submit it into evidence during the seven-day comment period and then we'll consider it.

O'C Okay. I don't have the record actually, it's in ....

LF Okay. And I think more compelling evidence would be evidence from the state agency that makes a similar statement, like a letter or something, if you can get that. Okay? Thank you.

O'C You're welcome.

LF Anyone else wish to speak in favor. Okay. Time for opponents.

GF My name is Gus Fryeria. I am president of the Camp Angeles 98.6 track of land that is joining Andre's property.

LF Okay. Can you show me where it is on this map just so I can get my view.

GF Right, this here. We take all this right through here across the river over here and this part of the river here. We have 20 acres here, across the river.

LF Across the river. Okay.

GF So, I'm not against Andre's property per se. But there are certain thing that I'm adamant about and these are the pictures that I took July 4 of this year. I want to say that Andre is a very good photographer, but I'm just an amateur. But we have had this property for 20 years and the Multnomah School District _____ uses our property _____ outdoor school. We have 150 kids every day that are there for 18 weeks of the year.

LF How many weeks.

GF Eighteen. Nine weeks in the spring, nine weeks in the fall. And then we have retreats there. If I told you the trouble

we had to go through to get approval for the _____ that we have down there I'd take too much time. But it's just through different things and I'm not holding grudges, but what goes around comes around. All our comments is that from everybody that comes there says "what an eyesore, that property is." Now, when your man here took the pictures he did a good job, but they didn't show the things that we're concerned about. The cars that are parked on the easement, the junk that's on the easement. We have a 30 foot easement of _____ lumber ....

LF Thirty foot _____ okay.

GF Thirty foot. We are the ones that maintain it and I don't understand where he gets the idea on page 12 that he maintains the road.

LF Okay.

GF I don't understand that. But there -- this property was owned by Bob Graham and Bob Graham owned both those properties and where Andre built his house it's a hell of an improvement over what was there before because it was a drug house and they had fecal contamination all over the house. They'd taken axes and busted the walls and used the bathtub for a toilet and everything like that and it was a godsend that something happened to it because nobody could possibly remodel that and live in it. So, it's an act of God that they caught on fire. Here is his property, right here.

LF Okay.

GF There's the house. Here's our easement that comes from here, comes down here and we go in. Now, we have -- instead of going straight like this, we have a variance here that was on the deed and this barn that he lived in, the house he lived in, is right in the middle of our property line. So there's nothing we can do about it, but it's just the idea that if one thing gets away, what good are our rules? I mean rules are rules. I mean if we're going to make exceptions for everything. But I ...

LF So, this barn issue. Where ...

GF It's on this property here.

LF Oh, I see.

GF This was all one piece of property.

LF Oh. Oh, I see. So it was the prior owner ...

GF Yes. The prior owners did this.

LF Okay. I see.

GF Okay. What I did because I can't talk too good, I wrote this letter and if you want to read it to these people I'd appreciate it.

LF Okay. The American Hellenic Educational Center is the property owner to the north and west of the property in question owned by Andre Protassy located at 32152 SE Stevens Road, Corbett, Oregon in Multnomah County and operate Camp Angelos, a youth camp, _____ property used by many groups in the greater Portland and Vancouver area. We have two concerns. We request that Mr. Protassy not be allowed to store any vehicles or large equipment in the front of the existing dwelling. This would not exclude the normal parking of vehicles that are used on a day to day basis. This will greatly improve the appearance of the entrance to our property. Secondly we request that the rain drains from the existing dwelling be rerouted so that they do not _____ onto our property. We have enough trouble with the natural water runoff in this area and need to keep any additional water from draining onto our property. If our request will be carefully considered we register no complaints and have no reservations to the variance being granted. Thank you for your considerations of our request in this matter. Okay?

GF Well, that's ....

LF I'll make this Exhibit __ [coughing] 5.

GF If you want another copy of that I can give it to you.

LF This is fine. I think Mr. Beasley will make me an extra copy.

GF You don't need this one, because this doesn't pertain to this case at all.

LF Okay. All right. Thank you. Then I won't rely on that as evidence?

GF Oh, no, I don't care. That's something that has happened and we've gone through the hassle. But you can see what we have is an investment down there and we have people that come down there.

LF Okay, this will be E-6. Okay. Thank you.

CB _____ [coughing] _____ E-7 then?

LF And those will be _____.

GF And then, here. This was taken in 1995, an aerial view which shows it beautiful. Here's the ...

LF Okay. Are you going to read it to me? Okay.

GF This is right up to date, well '95, except for the '96 washout that we had.

LF Okay.

GF But, here's where the easement starts. We have 30 feet _____. We have walnut trees that are on the south side. They are inside the 30 foot easement. When we wanted to fix the road we were opposed. He wanted $5,000 a walnut tree.

LF Who was that?

GF Andre.

LF Oh. Okay. I'll put this on here.

GF So, in the meantime I think three of them died, but the other ones are hanging over and when trucks come in they're banging them.

LF Okay.

GF And, right here, right there the water comes down here and goes _____ a culvert underneath. It goes into this swale there and that there is full of trash from prior years. It's all grown over now. And where this -- where our road comes down here. Give me that E-6, I'll show you. When all this water comes down from here it goes right in front of his house and there's this little culvert here that's not enough to take care of it. Okay. _____ wants to fix that because it was on the original property

that was owned by Graham. This one big ...

?? [male unidentified (Andre?)] Excuse me.

LF No, it's not your turn. He needs to be able to testify, then you can ....

GF Here's where the opening is right like that. And this water comes down like that and there's a culvert here, but then the water comes down here and washed our road away.

LF Okay. To your property?

GF Yes.

LF Okay.

GF Now, if he would fix that culvert like it was before, then the water wouldn't come into his house.

LF Okay.

GF Because that water when it comes it really goes and especially now that they're cutting the hay and they clear the land and the water just gushes down with a _____.

LF So, the house you're referring to is the existing house or the location that would be required by the county?

GF No, no. That's his existing house right there. That's for the existing house. I don't know how he would ever build a house 200 feet back.

LF Okay. You think it's not feasible?

GF No, it's not feasible at all, no way. Because you would see it from the water and they already left one house across the river that you can see from the water. They let that go through.

LF Oh, you'd see a house 200 feet down from the water?

GF _____ another house over here that you can see from the river. Brand new house. Built maybe 4 or 5 years ago.

LF So, you're in favor of the house being left in this location as opposed to moving _____ ...

GF Oh, yes. I have no objection whatever to the house there. I just want to automobiles and the trucks and the boats moved into the back of the house, that's all we're asking. And the -- you see, when we mow we mow that easement and we can't mow it because he's got garbage on the easement in front of his house. Do you follow me where the driveway is.

LF Okay.

GF All these pictures were taken July 4 ...

LF I need to explain one thing about my authority to decide this case which is that I'm limited to the things that I read at the beginning of the hearing and so only to the extent that parking vehicles in front of the house has anything to do with the approval criteria that's all I can do. So, I cannot deal with that issue except to the extent it's tied to one of these criteria listed here and the only one I can think of is the access and then I'll look at that and see whether I can tie it to that or not ...

GF Yes, because we have a 30 foot -- and I dispute him saying that he maintains it. He does not maintain it.

LF Okay. So, I will look at that only to the extent that I have authority under that particular regulation do I have any ability to even talk about the cars. I don't want to disappoint you but ...

GF It's an eyesore, that's all.

LF Yes, I understand, I agree. I think it's ....

GF _____ when you got a fence right there and from the fence to the house is only 30 feet, and you've got big trucks there and boats and things like that and a car that you can't mow, it's not right.

LF And you might want to talk to the county staff about whether that violates any of the county ordinances. I wouldn't be -- I'm not dealing with it today.

GF _____ in '73 _____ I've had a heart attack, I've got cancer _____ I just want peace and quiet, that's all. I mean, we were there in '77 and run a nice clean operation, we've got over $2 million invested in it now. Everyone of us that are on the board, not one of us receives any money. We're _____ I've been president

for 20 years and I've seen this thing grow from nothing and it's a dream that we want to do something for the community and we are, so that's ....

LF All right. Thank you very much. Okay, anyone else wish to testify in opposition.

AP _____

LF You get rebuttal.

AP Okay, but maybe _____ call me in a little bit?

LF Yes, certainly. Okay. At this point _____ rebuttal by the applicant and by anyone else in support. And I'll ask that you keep it to short time because the time for this hearing is up right now. So, if you can keep it to five minutes, I'd appreciate it.

AP _____ all these vehicles are inside behind the fence and they are not within the 30 feet. _____ over here which was dumped by somebody else, it's not mine. Even was dumped by somebody else. I took it away. It's no longer there, _____ is outside the fence and Gus said that I don't maintain the road. That's not true. I've said this year I've maintained the road, cut the trees as much as I could and clean everything out. Now, a culvert it's clean, it's clear _____ and the water goes, but it's not big enough to take the whole water from the side because the person who _____ the property on the north covered the ditch that's supposed to be on both sides of the road and now the water goes _____ _____ there are lots of holes and that is some kind of mistake they did. They put the ditch on the side that would go _____ put the culvert underneath _____ where his property is go all the way down _____ solve the problem. On this side _____. So, the reason I have a little bit _____ this particular problem here with the car, I had a very bad accident on January 5. I tried to clear some trees above my gate, _____ walnut branches _____ and I fell from 30 feet on my face. I was two days unconscious. I was in the hospital and I had to stay in bed for almost three months. That's why I didn't take care of that. Before that I don't know if he remembers or not I've taken care of everything. _____ farm vehicles over there. I don't know. If you want me to put the behind _____ my pleasure. But

I have only two hands and I try to do my best and I am _____ to be declared for disabled because of this hit on my head. My skull was _____ inside and I have to go to another procedure, surgery. They have to _____ my skull, et cetera. So, I try to do my best and about the pipes going down the -- the water comes from the house. They didn't create for the last seven or eight years any erosion and I don't think _____ the clean water from the garden goes into their property is going to create any erosion to make some slides and et cetera. But if that is his problem I am willing to _____ to my problem _____ cause me to put some more pipe in, another probably 200 feet _____ _____. He didn't object to the house being there. That's true what he says that what was before with the house is a story I don't know. They know because they live longer there. _____ his property was first a religion camp _____ 30, 40, 50 years ago there was a roofing company as far as I know and now there is a camp over there which has, I don't know how many, log cabins and a big lodge and they're a little bit closer to the river than me, but I don't object. They are good friends of mine. I even received a key from the camp from Mr. Gus to go down there ....

GF I changed the lock yesterday.

AP Did you really?

GF Oh, no, no [laughter].

AP I don't want to oppose anybody else _____ of the trees, they are not on Gus's property. That's why ask a few days ago, what is the definition of easement?

GF [inaudible]

AP _____ but you don't own the property. If I have a tree on an easement, you cannot cut it because you have an easement. As long as it doesn't bother you going through it _____. Anyway, ...

LF Okay, I'm not going to settle that dispute.

AP Oh, that's fine. But the trees are not in the 30 foot easement. They are just above. And you know that to widen the road, to commercialize it more they have to cut the tree. And I said, I bought this property because of the

nature, because of the walnut trees, because I'm farming and I want to keep them there. They are 30, 40 year's old trees and _____ that you cut my trees.

?? [male, unidentified, inaudible]

LF Excuse me, at this point I think I've heard enough on this issue and if you ...

AP So that's the reason that I don't mind that he widen his road as long as the trees are there. For some strange reason three of my trees died and I smelled diesel oil out there. Okay, that's all I have to say.

LF Okay, thank you. Okay, any other people wish to testify in rebuttal?

KP Please.

LF Come forward and please state your name again.

KP Ken Penaro, Sr. Do you have to know where I live again?

LF No.

KP Okay. Now, one of the reasons why -- and still not against him -- one of the reasons why I didn't get to stay there is because of the traffic, because of the water situation. To say that this gentleman and that gentleman ....

LF Okay. I ask that you confine your comments to things that relate to the approval criteria.

KP I'm answering a question that he made.

LF Well, yes. A lot of the stuff is way outside. Like a lot of his comments are not relevant at all.

KP Okay. _____ it's not being paved _____ with the easement ...

LF Okay. If you want to just address the maintenance issue that may be relevant. Maintaining the road.

KP Okay, I'll comment that the property now is owned by two different people. At one time it was owned by my in-laws and then by me. We paid taxes on that easement, even though they were allowed to cut through. There's Valbergs, there's

a Girl Scout camp was down there at one time, and then the first one that I know of was a religious man and I think the building is still down there yet. Is it still down there, Gus? That building is gone? The one where the man sold prayers. That was the original owner as far as I know. And that's ...

LF Would you hold on a moment?

BEGIN TAPE 2, SIDE 1

KP I'm not against his statement, but I'm against his statement when he says Andre does not hold up his end. I figure both these two gentlemen that's here right now, plus that lady from Las Vegas that owns the other side, they're still paying their taxes and if you don't pay your taxes you get in trouble, right? So somewhere along the line somebody is paying for that road. If they want to come along and fix it up better to get their equipment down or whatever, I figure that's their business.

LF Okay. Thank you.

KP May I look at these pictures?

LF Yes.

KP Oh, may I answer the question -- do I have to go back on record again?

LF You can continue, you're still on the record.

KP About the dope addicts. If you people know anything about the law, which ....

LF Um, how is that relevant to the approval criteria?

KP _____ okay about the dope when the remark was made?

LF I don't really care about that.

KP Okay. It was taken care of ...

LF Okay, that's fine. Thanks.

KP Thank you.

LF No problem. Okay. Thank you.

AP _____, if I may.

LF Your rebuttal time is over, Mr. Protassy.

AP _____.

LF You can submit additional comments in writing during the comment period. There will be a seven day comment period. So that's the end, okay. We're done. Anyone else who has not already spoken in rebuttal, would you wish ....

O'C I'd just like to ask a question.

LF Okay, come forward and state your name again for the record.

O'C Mr. O'Connell, again. I just have a quick question. You indicated that you could tell us at the end of the hearing how you perceived the hearing.

LF That's correct.

O'C Could you give us that perspective now?

LF I'll do that after we're all done with the staff report and after we decide what we're going to do about procedures. Okay?

O'C Okay. In that case, my request to keep it open is still on the table?

LF Yes. So, no other people who testified in favor remain to provide rebuttal comments, therefore I will close testimony for now. Any other comments can be submitted in the one week period. I will leave the record open for one week following the close of this hearing. After that the applicant will have an opportunity to submit written comments about the new evidence, unless you wish to waive that. Do you wish to have the additional week? _____ Mr. Protassy. Would you like the additional week?

AP Actually, _____ a question, then I can tell you if I want a week or not. Just one question.

LF Okay. Why don't you talk to Gus here. Ask him a question off the record here.

AP [Gus & AP talk and are away from microphone - inaudible - something about cutting down trees]

LF I will consider all those comments since they were picked up on the record here. Okay, so at this point I just need to know from the applicant whether or not you want the additional seven days beyond the seven day ...

AP I should probably _____.

LF Okay. So we'll do seven days from today, which would be Wednesday, the 23rd -- July 23 at 4:30 pm all comments need to be received by the county. So if you put it in the mail and it doesn't get here by then, that doesn't work. So you can drop things off in person here, you can mail them and just verify they are received that last day, send it by fax is also acceptable so long as you confirm it's received by the county by that time. Then the seven day period after that through the 30th of July, the applicant will be able to submit a written argument in support of his position and may not submit any new evidence during that time period and then after that time I will render a decision. So that takes up to July 30th, that'll be at 4:30 pm, also -- must be received by the county by that time. Okay, at this point Mr. Beasley can make his staff comments.

CB I ask for a point of verification on holding the record open _____ the rebuttal. Does the second week period apply if no evidence in opposition comes in during the seven days?

LF The second period is to provide the applicant with the opportunity guaranteed to him by ORS 197.763(6)(e) which indicates that he can have the final written arguments to be submitted at least seven days after the record is closed to all other parties for final written arguments in support of the application, and so that's to provide him with that opportunity and no new evidence is admissible in that time. So, if there's no new evidence, nothing else comes in he still gets that opportunity.

?? [several people] [CB] If nothing else came in?

LF He will not know that, so the date for opportunity for additional comments and evidence to come in is the 23rd and there is a seven day period following that time. It would be impossible for him to know there will not be additional evidence, so.

?? [male - inaudible]

LF Okay. Yes. I understand. Okay. Where are we on the 120 day clock? _____ can see that.

?? [male] we're on 66.

LF Sixty-six, okay. On this case I'll probably begin writing it at the close of evidence and then just consider the written legal arguments in response to those and get the decision out almost immediately after that, because of the time clock. Okay. Additional comments?

CB Just a couple of points. Regarding the septic tank issue -- or the septic system construction issue and also to the permit. The only thing I'm relying on that the applicant needs to obtain a septic system construction permit at this time if the letter from Phil Crawford service provider response that _____ feasibility soil has been done, but that he needs a permit for the septic system. Not that's Steve _____, City of Portland on April 5, 1996. So if a septic system construction inspection and permit has been issued _____ since that time, then you should probably submit that. Otherwise, I would say that _____ another permit that hasn't been obtained.

LF Okay.

CB You heard a lot of information about the drainage on the property. I think that if there's sufficient evidence to show that the dwelling can't be located elsewhere on the property -- and, of course you'll use your judgment on that, then some of the problems in the -- certainly in the SEC and the variance can be resolved. When staff was out there is wasn't obvious that there was a drainage problem because it was April and whether those can be mitigated in reasonable ways, is your call based on the evidence you have. I want to talk about the scenic waterways issue relative to timber management. I did speak with J_____ Houk(?), Parks and Recreation before the hearing to talk to her about the issue of whether the Scenic Waterways Act regulates timber harvest and the answer that she provided me was the administrative rules for the Sandy River do not contain specific criteria for forest management operations that are administered in other Oregon Forest Practices Act _____ findings indicate her to the Oregon Forest Practices rules for timber harvest. She did say that the scenic rivers for

Oregon Parks and Recreation does have authority to review harvest management plans and _____ limitations to where harvest can occur and to what extent it can occur. So whether that constitutes that adjacent property can't be used for forest use is where that evidence would be _____.

LF Okay.

CB Do you need any more information on the existing dwelling issue? Pre-existing dwelling issue?

LF No. It was in existence, right? I think the record's pretty clear on that thing.

CB Okay. The only other thing I wanted to respond to was the farm management criteria in 2074A1. That's on page 8 of the staff report. Subsection 2 that talks about whether the dwelling location would have adverse impact on forest operations and accepted farming practices on the tract, that those will be minimized. The findings in the staff report indicate the location of the dwelling up in the corner of the property the way it is is probably the best location for the dwelling in terms of farm management of the parcel. The question is under the criteria above, whether it is the best location to minimize conflicts with forest management on adjacent parcels. Those are two very different analyses. And clearly I think the 200 foot setback requirements in this case would put the dwelling in an area that's more or less in the middle of the field and doesn't fit very well with farm management. Nonetheless those are the ordinance criteria and the process for changing those is the variance process that we're working with. I'd also like to mention that a minor variance where a 150 foot setback could be approved is available and I don't know if that _____ necessary _____ applied or would add substantial benefits in this case. That's it.

LF Okay. Thanks. Okay. At this point it's my opportunity to make comments relating to the application and I'll do this just to help people in figuring out their comments. I heard a lot of evidence that I believe at this point is irrelevant to the issues that I'm going to be able to decide here about what's been going on in this area that disputes between the neighbors about their easement and things of that nature. There is one criteria that relates to the easement and I will look at that and will consider the evidence as it relates to that criterion, but I do not have any authority

whatsoever to resolve the disputes about use of the easement. That's totally outside of what I have authority to do in this case, except to the extent authorized, as I said, and I'm not absolutely positive that -- there is just some vague language about use of the property coming -- the driveway, or having proper access, so that's as far as we'll be able to go on that issue, so you will know. I agree with Mr. Beasley that the main issue that I haven't heard that much about and still am interested in hearing evidence on is the siting of the home having the least impact on nearby or adjoining forest or agricultural lands that satisfies minimum yard and setback requirements of the ordinance. Obviously you're asking for a variance from the minimum yard and setback requirements, but at the very least you need to indicate that _____ prove that the least impact on the nearby forest activities of the camp. [speaker - unidentified - maybe AP] And that's why you _____ my question. That's fine, but that this location itself has to have the least impact of any location on your property that's legal to place the home on. So you need to compare that to the lawful dwelling site versus the location where it is now. And if there's no change, for instance, you can say _____ have the least impact because it's all the same impact, you know, so therefore it's the least. Something of that nature. But we need evidence on that particular point comparing it to the legal location. And then I also agree with Mr. Beasley that there now is evidence in the record relating to the variance criteria that indicates that this location where the home is is perhaps the only reasonable location for a dwelling given the drainage pattern on the property and that that could support a change in the county's position in this matter. And I'm going to look through the criteria carefully and consider that evidence in that way, but it appears that the drainage is sufficient justification to approve a variance on the location of the home. But I do need to have more evidence related to the forestry impacts. Okay? At this point then the hearing is closed. Thank you.

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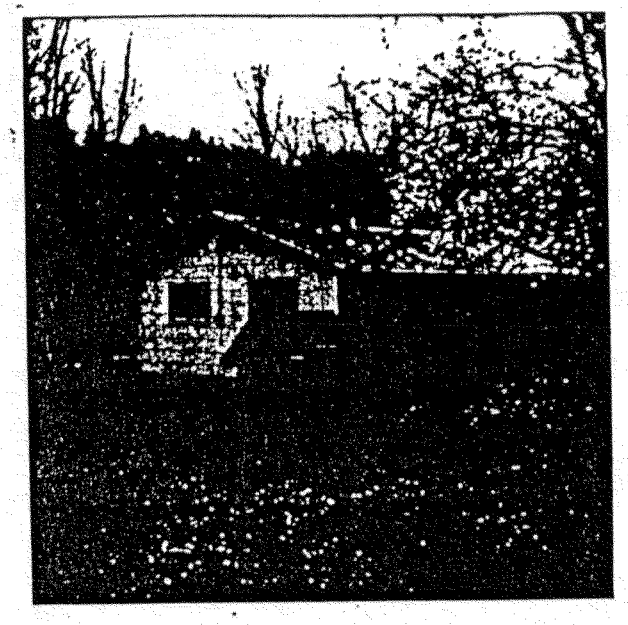
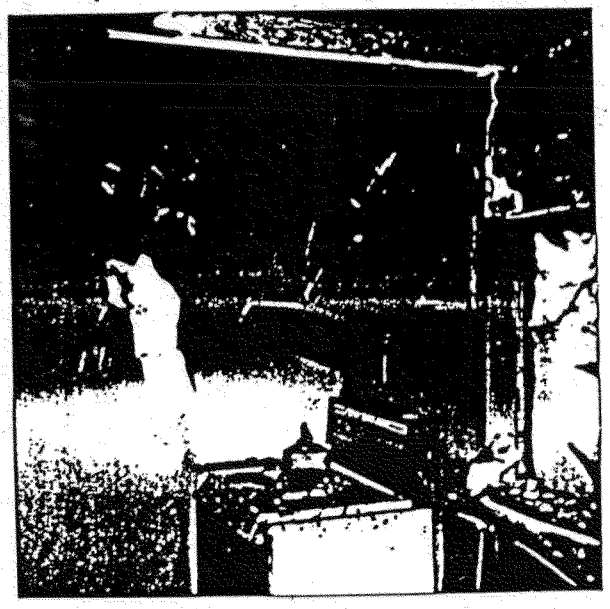
MULTNOMAH COUNTY
PLANNING SECTION



Previously Existing House
prior to fire of October, 1987



Kitchen of Previously Existing
House After fire of October, 198

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COUNTY
SECTION

Sept 17, 1997

Paul Norr
1020 SW Taylor
Portland , Or

Dear Mr. Norr,

This is to summarize my findings from a hydrologic study which I made, at your request, for the property of Andre Protassy, 32152 SE Stevens, which is located in the NE corner of Sect 8, T 1S, R 4E. The property is bounded on the south and west by the Sandy River. My sources for information and basic data included the Soil Survey of Multnomah County, Oregon which was prepared by the US Department of Agriculture: NOAA Atlas 2, prepared by the National Weather Service and Urban Hydrology for Small Watersheds, prepared by the Natural Resource Conservation Service. The US Geological Survey Washougal quadrangle map was used to determine topographic information..

From the Soil Survey it was determined that the soil on the property is classified as the Mershon Series. This soil is a silt loam having moderately slow permeability and when cultivated excessively, forms a tillage pan, which impedes percolation. A perched water table at depths of 3 to 5 feet. during the period of Mar-Nov. is characteristic of this soil.

The land owner said that he gets a great deal of runoff from the areas to the north and east of his property during the winter months. From the topographic map, it was determined that approximately 52 acres could contribute runoff to the property.

Estimates were made of average annual runoff and peak rates of runoff from individual storms. Average annual precipitation is estimated to be in the range of 60 to 70 inches based upon measured precipitation in the general vicinity and the characteristics of the soil and vegetation. Storm precipitation has been analyzed for all Weather Service precipitation gages in Oregon and the results, which are a series of maps, provide a basis for determining the storm amounts for a 24 hour period. These amounts range from 3.25 inches for an event expected every other year to 6.25 inches expected once in a 100 years.

The volume of runoff from an annual precipitation of 60-70 inches is expected to be a minimum of 36 inches and may be as great as 45 inches, based upon measured runoff from streams in the general vicinity. Expressed as acre feet, each acre of land will generate 3 to 3.75 acre feet of runoff, principally during the winter season of Nov. through March. Since there are 52 acres that drain on to the property, this amounts to a volume of water ranging from 156 to 195 acre feet which must pass through the property as either surface or subsurface flow. This computation does not include the on-site runoff from the property. Typically in Oregon the first storms of the season result in principally subsurface flow, howecver as the wet season progresses and the soil becomes saturated , water will tend to pond and be very near the surface.

EXHIBIT 1 PAGE 1

The analysis of peak rates of runoff expected from storm precipitation, which is usually rainfall, resulted in estimated flows ranging from 4 to 20 + cubic feet per second ( cfs) for a range of frequencies. These flows are sufficiently large that they can cause damage to roadways and homes that have unprotected crawlspaces and basements. The vast majority of winter storms are relatively small with resultant small flows but often of long duration. A rough estimate of average flow can be made by considering the 5 month period when most of the runoff occurs, which is approximately 150 days, and assuming that a high percentage of the runoff will occur during that period. A conservative estimate of runoff is 150 acre feet or an average of 1 acre ft/day. A conversion rule of thumb is that 1 cubic foot/second flowing for a 12 hour period is equal to 1 acre foot. We of course don't know in advance either the sequence or magnitude of future years precipitation, but we can expect that there may be an almost continuous combination of surface and subsurface flow of some magnitude on to the property, during the period of Nov. through March.

An onsite visit to the area indicated that there has been an effort to limit the number of locations where runoff is permitted to flow over the steep escarpment that leads to the Sandy River. This is certainly understandable as water flowing continuously over this extremely steep area, could very easily develop a gully , which could be a serious hazard to the property. There is a noticeable dike along the edge of the escarpment both on the Protassy property and the property to the east, which appears to cause some ponding along the southern edge of the farmable property. Without more detailed topographic information, it is difficult to estimate either the extent or the depth of this ponding, however it is an indicator that excess water on the property is a long standing problem. Virtually all of the runoff from the property and runoff that comes from outside the property is channeled into 2 locations where it flows down the face of the escarpment into the Sandy River.

You have been provided with excerpts from several of the references used in this study and with detailed computations, If there is anything further that you need, please advise.

Sincerely

Robert E. Rallison

Robert E Rallison P.E.
Hydraulic Engineer

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An onsite visit to the area indicated that there has been an effort to limit the number of locations where runoff is permitted to flow over the steep escarpment that leads to the Sandy River. This is certainly understandable as water flowing continuously over this extremely steep area, could very easily develop a gully , which could be a serious hazard to the property. There is a noticeable dike along the edge of the escarpment both on the Protassy property and the property to the east, which appears to cause some ponding along the southern edge of the farmable property. Without more detailed topographic information, it is difficult to estimate either the extent or the depth of this ponding, however it is an indicator that excess water on the property is a long standing problem. Virtually all of the runoff from the property and runoff that comes from outside the property is channeled into 2 locations where it flows down the face of the escarpment into the Sandy River.

You have been provided with excerpts from several of the references used in this study and with detailed computations, If there is anything further that you need, please advise.

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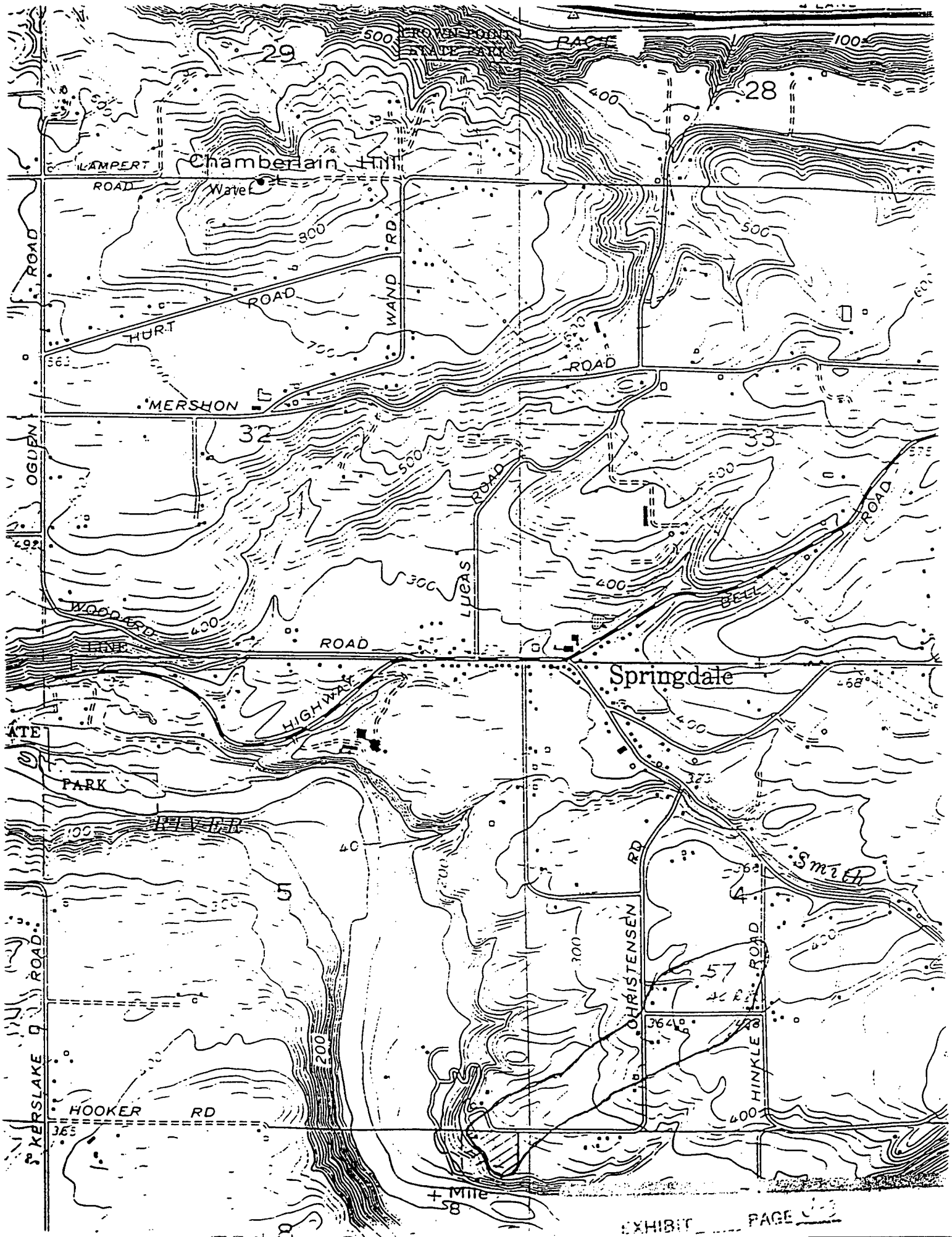


EXHIBIT ___ PAGE ___

GRAPHICAL PEAK DISCHARGE METHOD Version 2.00

Project : Andre-Sandy River User: RER Date: 09-14-97
County : Multnomah State: Or Checked: ____ Date: ____
Subtitle:

Data: Drainage Area : 57 Acres
Runoff Curve Number : 69
Time of Concentration: 1.00 Hours
Rainfall Type : IA
Pond and Swamp Area : NONE

| Storm Number | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|
| Frequency (yrs) | 2 | 5 | 10 | 25 | 50 | 100 | 1 |
| 24-Hr Rainfall (in) | 3.25 | 3.8 | 4.25 | 5.00 | 5.75 | 6.25 | 2.0 |
| Ia/P Ratio | 0.28 | 0.24 | 0.21 | 0.18 | 0.16 | 0.14 | 0.45 |
| Runoff (in) | 0.81 | 1.14 | 1.43 | 1.96 | 2.52 | 2.91 | 0.22 |
| Unit Peak Discharge (cfs/acre/in) | 0.095 | 0.114 | 0.125 | 0.138 | 0.147 | 0.152 | 0.071 |
| Pond and Swamp Factor 0.0% Ponds Used | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Peak Discharge (cfs) | 4 | 7 | 10 | 15 | 21 | 25 | 1 |

ANNUALLY THIS AREA IS ESTIMATED TO GET 60-70 " OF PRECIPITATION. RUNOFF FROM THIS AMOUNT OF RAINFALL WILL BE IN THE RANGE OF 36 TO 45 INCHES

IF WE SPECULATE THAT ALL OR MOST OF THIS RUNOFF FROM 57 ACRES COMES THROUGH THE PROPERTY THIS AMOUNTS TO 170 - 213 ACRE FEET. THIS IS CERTAINLY ENOUGH TO MAKE A SIGNIFICANT PONDING OF WATER IF THE OUTLETS INTO THE SANDY ARE RESTRICTED BY DIKES OR THE NATURAL TOPOGRAPHY.

EXHIBIT ___ PAGE ___

nited States
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In Cooperation with
United States Department
of Agriculture
Forest Service
and
Oregon Agricultural
Experiment Station

# Soil Survey of Multnomah County, Oregon

EXHIBIT ___ PAGE ___

(Joins sheet 15)
COLUMBIA RIVER
Springdale
SANDY
RIVER
(Joins sheet 29)
5000 4000 3000 2000 1000

# SOIL LEGEND

| SYMBOL | NAME |
|---|---|
| 1A | Aloha silt loam, 0 to 3 percent slopes |
| 1B | Aloha silt loam, 3 to 8 percent slopes |
| 2A | Aloha-Urban land complex, 0 to 3 percent slopes |
| 3D | Aschoff cobbly loam, 5 to 30 percent slopes* |
| 3E | Aschoff cobbly loam, 30 to 60 percent slopes* |
| 3F | Aschoff cobbly loam, 60 to 80 percent slopes* |
| 4F | Aschoff-Rock outcrop-Wahkeena association, very steep* |
| 5B | Bull Run silt loam, 3 to 8 percent slopes |
| 5C | Bull Run silt loam, 8 to 15 percent slopes |
| 5D | Bull Run silt loam, 15 to 30 percent slopes |
| 5E | Bull Run silt loam, 30 to 60 percent slopes |
| 5F | Bull Run silt loam, 60 to 80 percent slopes |
| 6B | Burlington fine sandy loam, 0 to 8 percent slopes |
| 6C | Burlington fine sandy loam, 8 to 15 percent slopes |
| 7B | Cascade silt loam, 3 to 8 percent slopes |
| 7C | Cascade silt loam, 8 to 15 percent slopes |
| 7D | Cascade silt loam, 15 to 30 percent slopes |
| 7E | Cascade silt loam, 30 to 60 percent slopes |
| 8B | Cascade-Urban land complex, 0 to 8 percent slopes |
| 8C | Cascade-Urban land complex, 8 to 15 percent slopes |
| 8D | Cascade-Urban land complex, 15 to 30 percent slopes |
| 9B | Cazadero silty clay loam, 0 to 8 percent slopes |
| 9C | Cazadero silty clay loam, 8 to 15 percent slopes |
| 9D | Cazadero silty clay loam, 15 to 30 percent slopes |
| 9E | Cazadero silty clay loam, 30 to 60 percent slopes |
| 10B | Cornelius silt loam, 3 to 8 percent slopes |
| 10C | Cornelius silt loam, 8 to 15 percent slopes |
| 10D | Cornelius silt loam, 15 to 30 percent slopes |
| 11B | Cornelius-Urban land complex, 3 to 8 percent slopes |
| 11C | Cornelius-Urban land complex, 8 to 15 percent slopes |
| 12 | Cryofibrists, nearly level* |
| 13 | Dabney loamy sand |
| 14C | Delena silt loam, 3 to 12 percent slopes |
| 15 | Faloma silt loam |
| 16 | Faloma silt loam, protected |
| 17C | Goble silt loam, 3 to 15 percent slopes |
| 17D | Goble silt loam, 15 to 30 percent slopes |
| 17E | Goble silt loam, 30 to 60 percent slopes |
| 18C | Goble-Urban land complex, 3 to 15 percent slopes |
| 18D | Goble-Urban land complex, 15 to 30 percent slopes |
| 19E | Haploxerolls, steep* |
| 20C | Haplumbrepts, moderately steep* |
| 20F | Haplumbrepts, very steep* |
| 21B | Helvetia silt loam, 3 to 8 percent slopes |
| 22D | Kinzel-Divers-Goodlow association, moderately steep* |
| 22E | Kinzel-Divers-Goodlow association, steep* |
| 23F | Kinzel-Lastance-Rubble land association, very steep* |
| 24D | Lastance stony fine sandy loam, 5 to 30 percent slopes* |
| 24E | Lastance stony fine sandy loam, 30 to 60 percent slopes* |
| 25A | Latourell loam, 0 to 3 percent slopes |
| 25B | Latourell loam, 3 to 8 percent slopes |
| 25C | Latourell loam, 8 to 15 percent slopes |
| 25D | Latourell loam, 15 to 30 percent slopes |
| 26A | Latourell-Urban land complex, 0 to 3 percent slopes |
| 26B | Latourell-Urban land complex, 3 to 8 percent slopes |
| 27B | Mershon silt loam, 0 to 8 percent slopes |
| 27C | Mershon silt loam, 8 to 15 percent slopes |
| 27D | Mershon silt loam, 15 to 30 percent slopes |
| 28 | Moag silty clay loam, protected |
| 29A | Multnomah silt loam, 0 to 3 percent slopes |
| 29B | Multnomah silt loam, 3 to 8 percent slopes |
| 29C | Multnomah silt loam, 8 to 15 percent slopes |
| 29D | Multnomah silt loam, 15 to 30 percent slopes |
| 29E | Multnomah silt loam, 30 to 60 percent slopes |
| 30A | Multnomah-Urban land complex, 0 to 3 percent slopes |
| 30B | Multnomah-Urban land complex, 3 to 8 percent slopes |
| 31 | Pilchuck sand |
| 32 | Pilchuck sand, protected |
| 33A | Pilchuck-Urban land complex, 0 to 3 percent slopes |
| 34A | Powell silt loam, 0 to 3 percent slopes |
| 34B | Powell silt loam, 3 to 8 percent slopes |
| 34C | Powell silt loam, 8 to 15 percent slopes |
| 34D | Powell silt loam, 15 to 30 percent slopes |
| 35A | Powell-Urban land complex, 0 to 3 percent slopes |
| 36A | Quafeno loam, 0 to 3 percent slopes |
| 36B | Quafeno loam, 3 to 8 percent slopes |
| 36C | Quafeno loam, 8 to 15 percent slopes |
| 37A | Quatama loam, 0 to 3 percent slopes |
| 37B | Quatama loam, 3 to 8 percent slopes |
| 37C | Quatama loam, 8 to 15 percent slopes |
| 37D | Quatama loam, 15 to 30 percent slopes |
| 38A | Quatama-Urban land complex, 0 to 3 percent slopes |
| 39 | Rafton silt loam |
| 40 | Rafton silt loam, protected |
| 41 | Riverwash |
| 42F | Rock outcrop-Rubble land complex, very steep* |
| 43C | Saum silt loam, 8 to 15 percent slopes |
| 43E | Saum silt loam, 30 to 60 percent slopes |
| 44 | Sauvie silt loam |
| 45 | Sauvie silt loam, protected |
| 46 | Sauvie silty clay loam, protected |
| 47A | Sauvie-Rafton-Urban land complex, 0 to 3 percent slopes |
| 48 | Sifton gravelly loam, occasionally flooded |
| 49D | Talapus-Lastance association, moderately steep* |
| 49E | Talapus-Lastance association, steep* |
| 50A | Urban land, 0 to 3 percent slopes |
| 50C | Urban land, 3 to 15 percent slopes |
| 51A | Urban land-Latourell complex, 0 to 3 percent slopes |
| 51B | Urban land-Latourell complex, 3 to 8 percent slopes |
| 51C | Urban land-Latourell complex, 8 to 15 percent slopes |
| 51D | Urban land-Latourell complex, 15 to 30 percent slopes |
| 52A | Urban land-Multnomah complex, 0 to 3 percent slopes |
| 52B | Urban land-Multnomah complex, 3 to 8 percent slopes |
| 52C | Urban land-Multnomah complex, 8 to 15 percent slopes |
| 53A | Urban land-Quafeno complex, 0 to 3 percent slopes |
| 53B | Urban land-Quafeno complex, 3 to 8 percent slopes |
| 53C | Urban land-Quafeno complex, 8 to 15 percent slopes |
| 54B | Urban land-Quatama complex, 3 to 8 percent slopes |
| 54C | Urban land-Quatama complex, 8 to 15 percent slopes |
| 55 | Wapato silt loam |
| 56E | Wauld very gravelly loam, 30 to 70 percent slopes* |
| 57 | Wollent silt loam |
| 58D | Zygore gravelly loam, 5 to 30 percent slopes* |
| 58E | Zygore gravelly loam, 30 to 60 percent slopes* |
| 59F | Zygore-Rock outcrop complex, 60 to 90 percent slopes* |

*Broadly defined units

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EXHIBIT ____ PAGE ____

covered by as much as 30 inches of fill material, or as much as 40 inches of the original profile has been removed by cutting or grading. The fill material is generally from adjacent areas of Latourell soils that have been cut or graded.

About 40 percent of this complex is Urban land. The areas are largely covered by concrete, asphalt, buildings, or other impervious surfaces that so obscure or alter the soils that their identification is not feasible.

Included with this complex in mapping are areas of Multnomah, Powell, and Burlington soils and more steeply sloping Latourell soils. The included soils make up as much as 10 percent of this map unit.

In areas where the soils are relatively undisturbed, permeability is moderate and available water capacity is 8 to 12 inches. In areas dominated by cuts, fills, and Urban land, permeability and available water capacity are variable. Runoff is slow, and the hazard of erosion is slight.

Areas of this complex that have not been disturbed include yards and openland around and between buildings. There are no major limitations for urban uses. Some uses are restricted by slopes of 3 to 8 percent. Irrigation during summer is desirable for lawn grasses, shrubs, vines, vegetables, and most shade and ornamental trees. Plants that tolerate droughty conditions should be selected if irrigation is not provided.

This map unit is not assigned to a capability subclass.

**27B—Mershon silt loam, 0 to 8 percent slopes.** This moderately well drained soil is on broad, rolling ridgetops. This soil formed in loess and medium textured old alluvium. Elevation is 450 to 1,300 feet. The average annual precipitation is 60 to 70 inches, the average annual air temperature is 50 to 52 degrees F, and the frost-free period is 165 to 200 days.

Typically, the surface layer is very dark grayish brown silt loam about 15 inches thick. The subsoil is brown and dark brown silt loam about 41 inches thick. The substratum is dark brown loam to a depth of 60 inches or more.

Included with this soil in mapping are areas of Cazadero soils; Haplumbrepts, moderately steep; more steeply sloping Mershon soils; soils that have more than 35 percent coarse fragments; and soils that are similar to this Mershon soil and are well drained. The included soils make up as much as 10 percent of this map unit.

Permeability is moderately slow. Effective rooting depth is more than 60 inches. Available water capacity is 11 to 13 inches. Water-supplying capacity is 22 to 24 inches. Runoff is slow, and the hazard of erosion is slight. A water table is at a depth of 3 to 5 feet from November through April.

This soil is used for farming, urban development, timber production, and wildlife habitat.

This soil is well suited to farming. The major crops are hay and pasture. Other crops are berries and vegetables. Returning all crop residue to the soil and including grasses, legumes, or grass-legume mixtures in the cropping system help maintain fertility and tilth. If the soil is to be left bare during winter, it should be fertilized and planted to a cover crop in fall. A cloddy condition helps protect the soil from erosion during rainy periods.

Excessive cultivation can result in formation of a tillage pan in this soil. Subsoiling is required to break up this pan and is more successful if used when the soil is dry than when wet. Tile drainage systems are installed across the slope to intercept ground water. Sprinkler

irrigation can be used to increase crop production in dry periods in summer. Water needs to be applied slowly to prevent runoff. Grasses respond to nitrogen. Legumes respond to phosphorus, sulfur, boron, and lime. Berries respond to nitrogen, phosphorus, potassium, and sulfur and in places, to boron.

The vegetation in areas not cultivated is Douglas-fir, red alder, bigleaf maple, vine maple, willow, brackenfern, common snowberry, roses, western hazel, blue elderberry, creambush oceanspray, trailing blackberry, and western redcedar.

This soil is suited to Douglas-fir. The site index for Douglas-fir on this soil ranges from 120 to 135. Based on a site index of 130, this soil is capable of producing about 8,600 feet from a fully stocked stand of 70-year old trees, or 42,600 board feet (international rule, one-fourth inch kerf) of merchantable timber from a fully stocked stand of 80-year old trees.

Trees on this soil are subject to damage by ice breakage and wind blasting (fig. 11). Brushy species, including vine maple, willow, western hazel, common snowberry, bigleaf maple, and red alder restrict natural regeneration of Douglas-fir. When the soil is wet, the use of some conventional logging methods is limited. Roads and landings can be protected from erosion by constructing water bars and by seeding cuts and fills. All-season roads on this soil need a heavy base of rock.

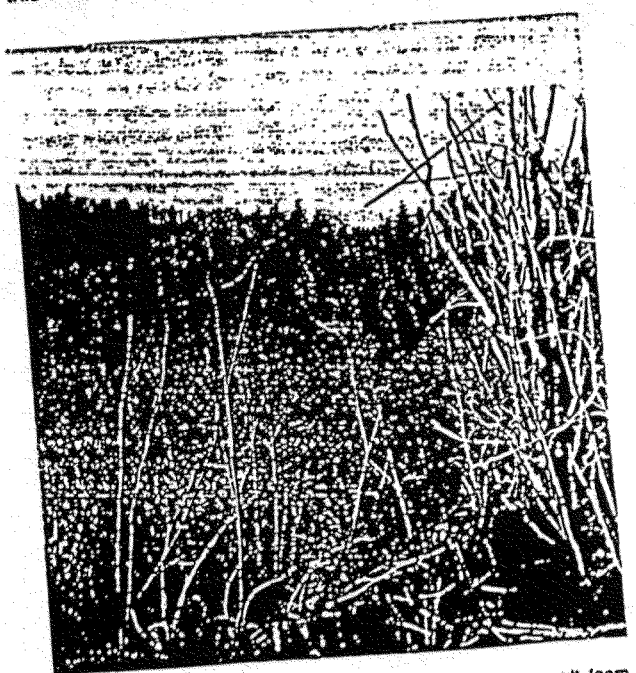

*Figure 11.*—Windblast damage to Douglas-fir on Mershon silt loam, 0 to 8 percent slopes.

A wide variety of grasses, forbs, fruits, and vegetables along with many shrubs and trees grow on this soil. This variety of plants furnishes food and cover for wildlife. Common wildlife species are black-tailed deer, foxes, skunks, raccoon, oppossum, rabbits, squirrels, and mice. Birdlife includes ring-necked pheasant, California quail, mountain quail, ruffed grouse, hawks, owls, vultures, jays, crows, woodpeckers, flycatchers, blackbirds, larks, starlings, and many kinds of small birds. The potential for wildlife habitat is good. Planting desirable vegetation and protecting existing vegetation improve the habitat.

The main limitations for urban development are a seasonal high water table and low strength. Dwellings and roads can be designed to offset these limitations if sewers are provided. Septic tank absorption fields in places do not function properly during rainy periods because of wetness and the moderately slow permeability. Irrigation during summer is desirable for best results with lawn grasses, shrubs, vines, vegetables, and shade and ornamental trees. To establish plants in areas in which the surface layer has been removed and the subsoil has been exposed is difficult. Mulching and fertilizing these areas help establish plants. Plants that tolerate droughty conditions should be selected if irrigation is not provided.

This soil is in capability subclass IIIe.

**27C—Mershon silt loam, 8 to 15 percent slopes.** This moderately well drained soil is on broad, rolling ridgetops. This soil formed in loess and medium textured old alluvium. Elevation is 450 to 1,300 feet. The average annual precipitation is 60 to 70 inches, the average annual air temperature is 50 to 52 degrees F, and the frost free period is 165 to 200 days.

Typically, the surface layer is very dark grayish brown silt loam about 15 inches thick. The subsoil is brown and dark brown silt loam about 41 inches thick. The substratum is dark brown loam to a depth of 60 inches or mo

Included with this soil in mapping are areas of Ca dero soils; Haplumbrepts, moderately steep; soils th have more than 35 percent coarse fragments; soils th are similar to this Mershon soil and are well drained; a other Mershon soils. The included soils make up much as 10 percent of this map unit.

Permeability is moderately slow. Effective roo depth is more than 60 inches. Available water capacity 11 to 13 inches. Water-supplying capacity is 22 to inches. Runoff is medium, and the hazard of erosion moderate. A water table is at a depth of 3 to 5 feet November through April.

This soil is used for farming, urban develop timber production, and wildlife habitat.

This soil is suited to farming. The major crops are and pasture. Other crops are berries and vegeta Returning all crop residue to the soil and inc grasses, legumes, or grass-legume mixtures in the ping system help maintain fertility and tilth. If the

to be left bar planted to a grassed water aration and we A cloddy con during rainy pe

Excessive c pan in this sc pan and is mc than when we crease crop p needs to be respond to nit boron, and lim rus, potassium

The vegetat red alder, bigle common snow berry, creamb western redcec

This soil is Douglas-fir on on a site inde about 8,600 c year old trees. one-fourth inch stocked stand Trees on this ge and wind aple, willow, aple, and re uglas-fir. Wh tional loggir be protec and by se soil need a wide variet with man ty of plant Common skunks, Birdlife i mountain ys, cro starlings, for wild tion and main lim high and if se fiel cause gation lawn oma he s

| Soil name and map symbol | Hydrologic group | Flooding | | | High water table | | | Bedrock | | Potential frost action | Risk of corrosion | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Frequency | Duration | Months | Depth | Kind | Months | Depth | Hardness | | Uncoated steel | Concrete |
| | | | | | Ft | | | In | | | | |
| 24D, 24E----------<br>Lastance | B | None--------- | --- | --- | >6.0 | --- | --- | >60 | --- | Moderate | High----- | High. |
| 25A, 25B, 25C, 25D----------<br>Latourell | B | None--------- | --- | --- | >6.0 | --- | --- | >60 | --- | --- | Moderate | Moderate. |
| 26A*, 26B*:<br>Latourell--------<br>Urban land. | B | None--------- | --- | --- | >6.0 | --- | --- | >60 | --- | --- | Moderate | Moderate. |
| 27B, 27C, 27D-----<br>Mershon | B | None--------- | --- | --- | 3.0-5.0 | Perched | Nov-Mar | >60 | --- | --- | High----- | Moderate. |
| 28**----------<br>Moag | D | Protected--- | --- | --- | +2-1.0 | Apparent | Dec-Apr | >60 | --- | --- | High----- | Moderate. |
| 29A, 29B, 29C, 29D, 29E---------<br>Multnomah | B | None--------- | --- | --- | >6.0 | --- | --- | >60 | --- | --- | High----- | Moderate. |
| 30A*, 30B*:<br>Multnomah--------<br>Urban land. | B | None--------- | --- | --- | >6.0 | --- | --- | >60 | --- | --- | High----- | Moderate. |
| 31----------<br>Pilchuck | A | Frequent---- | Long------ | Nov-Apr | 2.0-4.0 | Apparent | Nov-Apr | >60 | --- | Low------ | Moderate | Moderate. |
| 32----------<br>Pilchuck | A | Protected--- | --- | --- | 2.0-4.0 | Apparent | Nov-Apr | >60 | --- | Low------ | Moderate | Moderate. |
| 33A*:<br>Pilchuck---------<br>Urban land. | A | Protected--- | --- | --- | 2.0-4.0 | Apparent | Nov-Apr | >60 | --- | Low------ | Moderate | Moderate. |
| 34A, 34B, 34C, 34D----------<br>Powell | C | None--------- | --- | --- | 1.5-2.0 | Perched | Dec-Apr | >60 | --- | --- | Moderate | Moderate. |
| 35A*:<br>Powell----------<br>Urban land. | C | None--------- | --- | --- | 1.5-2.0 | Perched | Dec-Apr | >60 | --- | --- | Moderate | Moderate. |

See footnotes at end of table.

TABLE 24.--SOIL AND WATER FEATURES--Continued

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Risk of corrosion | |
| | | | | | High water table | | | Bedrock | | Potential | | |
| | | | | | | | | | | | | |

EXHIBIT PAGE

SOIL SURVEY MULTNOMAH CC

NO. 3303 Engineer's Computation Pad

SOILS

FROM A SOILS MAP (FIG 2) THE SOILS ON THE PROPERTY ARE MERSHON SILT LOAM WHICH IS DESCRIBED IN DETAIL IN THE ATTACHED PAGES FROM THE SOIL SURVEY FOR MULTNOMAH COUNTY.

MERSHON SOIL HAS SLOW PERMEABILITY AND HAS A PERCHED WATER TABLE AT A DEPTH OF 3 TO 5 FT FROM NOV THROUGH APRIL. ANNUAL PRECIPITATION IS 60-70 INCHES

A TABLE FROM THE SOIL SURVEY SHOWING SOIL & WATER FEATURES SUGGESTS THAT MERSHON SOILS ARE USUALLY SITUATED IN LOCATIONS WHERE THEY DO NOT SHOW EFFECTS OF FLOODING. A SOIL THAT IS FREQUENTLY FLOODED WILL OVER TIME DEVELOP CHARACTERISTICS THAT ARE ASSOCIATED WITH WET LAND SOILS. MERSHON SOILS ARE NOT IN THIS CATEGORY

ALL SOILS IDENTIFIED W/IN THE DRAINAGE AREA INCLUDE

| SOIL DESIG. | SOIL SERIES | HYDROLOGIC SOIL GROUP | % TOTAL AREA |
|---|---|---|---|
| 27B | MERSHON SILT LOAM 0-8% SLOPES | B | 40 |
| 27C | MERSHON SILT LOAM 8-15% SLOPES | B | |
| 10D | CORNELIUS SILT LOAM 15-30% SLOPES | C | 40 |
| 10C | CORNELIUS SILT LOAM 8-15% SLOPE | C | |
| 10B | CORNELIUS SILT LOAM 3-8% SLOPE | C | |
| 34A | POWELL SILT LOAM | C | 20 |

EXHIBIT ___ PAGE ___

Engineer's Computation Pad

SITUATION:

THE SUBJECT PROPERTY OF 11+ ACRES IS LOCATED ON THE NORTH SIDE OF THE SANDY RIVER AND IS ADJACENT TO THE RIVER. THE PROPERTY IS APPROXIMATELY 1 MILE SOUTH OF SPRINGDALE. THE LAND OWNER SAYS THAT MOST OF HIS PROPERTY IS SUBJECT TO FLOODING AND WATER STANDS ON HIS PROPERTY FOR THE ENTIRE WINTER SEASON - NOV - MARCH.

PROBLEM:

DETERMINE THE POTENTIAL FOR FLOODING OF THE AREA BY ESTIMATING THE VOLUME & PEAK RATES OF RUNOFF THAT MAY BE EXPECTED FROM THE AREA THAT NATURALLY DRAINS ON TO THE PROPERTY.

PROCEDURE:

THERE ARE NO MEASURED WATER DATA IN THE AREA SO A PROCEDURE DEVELOPED BY THE NATURAL RESOURCE CONSERVATION SERVICE WILL BE USED. THIS METHOD USES INFORMATION ON SOILS, LAND USE, TOPOGRAPHY AND RAINFALL AMOUNTS FOR A SPECIFIED DISTRIBUTION, DURATION & FREQUENCY TO OBTAIN A PEAK RATE OF RUNOFF.

THIS PEAK RATE CAN BE USED W/ LOCAL DETAILED TOPOGRAPHY TO ESTIMATE THE AREA ON THE PROPERTY THAT WOULD BE INUNDATED AS A RESULT OF THE FLOW.

GIVEN:

TOPOGRAPHIC INFORMATION IS AVAILABLE FROM THE U.S.G.S. 7½" QUAD - WASHOUGAL. SCALE IS 1:24000 AND CONTOUR INTERVAL IS 20 FT.

SOILS INFORMATION IS AVAILABLE FROM THE SOIL SURVEY OF MULTNOMAH COUNTY. THIS REPORT WAS COMPLETED IN 1975.

RAINFALL AMOUNTS FOR 24-HR STORMS ARE AVAILABLE FROM THE NATIONAL WEATHER SERVICE - PRECIPITATION FREQUENCY ATLAS FOR OREGON

DRAINAGE AREA

FROM THE 7½" QUAD TOPOGRAPHIC MAP THE DRAINAGE AREA WAS PLANIMETERED AND FOUND TO BE APPROXIMATELY 57 ACRES. THIS COULD VARY A FEW ACRES DUE TO SOME LOCALIZED DIKES ALONG THE SANDY RIVER ESCARPMENT WHERE NATURAL DRAINAGE HAS BEEN PREVENTED FROM FLOWING OVER THE STEEP BANKS TO THE RIVER. A TOPOGRAPHIC MAP SHOWING THE PROPERTY (CROSS-HATCHED) AND THE AREA THAT DRAINS INTO IT IS FIG 1.

No. 5505 Engineer's Computation Pad

## CROPS

MOST OF THE AREA APPEARED TO BE IN SOME TYPE OF AGRICULTURAL CROP SUCH AS PASTURE, HAY, BLUEBERRIES. IT IS EXPECTED THAT ALL COVER DURING THE WINTER MONTHS WILL BE CLASSIFIED AS GOOD HYDROLOGIC CONDITION. ASSUME 5% OF AREA IN ROADS, DRIVEWAYS, ROOFS, ETC

## RUNOFF CURVE NUMBER

RUNOFF CURVE IS AN EXPRESSION OF RUNOFF POTENTIAL AND USES A COMBINATION OF A TYPE OF COVER AND A HYDROLOGIC SOIL GROUP

THE FOLLOWING DATA WAS EXCERPTED FROM NCRS PUBLICATION, "URBAN HYDROLOGY FOR SMALL WATERSHEDS"

| COVER | HYD SOIL GP | HYD COND. | CURVE NUMBER | % AREA | WT C.N. |
|---|---|---|---|---|---|
| PASTURE | B | GOOD | 61 | 35 | 21.4 |
| PASTURE | C | " | 74 | 40 | 29.6 |
| BRUSH/GRASS | B | GOOD | 48 | | |
| BLUEBERRIES | C | | 65 | 20 | 13.0 |
| ROADS/ROOFS | | | 98 | 5/100 | 4.9/68.9 |

USE 69

## PRECIPITATION

STORM RAINFALL AMOUNTS FOR 24 HR DURATION WERE OBTAINED FROM THE RAINFALL FREQUENCY ATLAS FOR OREGON.

| PRECIP FREQ YRS | PRECIP AMOUNT (IN) |
|---|---|
| 2 | 3.25 |
| 5 | 3.80 |
| 10 | 4.25 |
| 25 | 5.00 |
| 50 | 5.75 |
| 100 | 6.25 |

EXHIBIT 1 PAGE 4

Engineer's Computation Pad

## TIME OF CONCENTRATION

THIS IS THE TIME THAT IT TAKES WATER TO MOVE HYDRAULICALLY FROM THE UPPER MOST POINT OF THE WATERSHED. IT INCLUDES INITIALLY SHEET FLOW, FLOW IN SMALL POORLY DEFINED CHANNELS & FINALLY FLOW IN WELL DEFINED CHANNELS IN ANY COMBINATION

THE WATERSHED UNDER STUDY HAS A LENGTH OF 3/4 MILE OR APPROX 4000 FT

SLOPES RANGE FROM FLAT ON THE UPPER END TO STEEP & MODERATELY STEEP IN UPPER END

A FORMULA FOR SHEET FLOW IS

$$T_t = \frac{0.007(nL)^{.8}}{P_2^{0.5}\, s^{.4}}$$

$n$ = MANNING'S "n"
$L$ = LENGTH FLOW
$P_2$ = 2YR - 24 HR PRECIP
$s$ = LAND SLOPE FT/FT.

$n = 0.15$
$L = 300$
$P_2 = 1.6$
$s = .015$

$$T_t = \frac{(0.007)[0.15 \times 300]^{.8}}{(1.6)(.015)^{.4}} = \frac{(.007)(21.)}{(1.6)(.19)} = .48 \text{ HRS}$$ SHEET FLOW

ASSUME 3000' - POORLY DEFINED FLOW

SLOPE = $\frac{.10'}{3000} = .036$

$R \simeq d = 0.5$
$n = 0.10$
$s = .036$

$$V = \left(\frac{1.5}{.10}\right)(.5)^{.67}(.036)^{1/2}$$

$$= (15)(.63)(.19) = 1.79 \text{ '/SEC}$$

USE 1.8

$$\frac{3000}{1.8} = \frac{1667}{60} \text{ SEC} = 27 \text{ MIN} = .45 \text{ HRS}$$

ASSUME REMAINDER DISTANCE IN WELL DEFINED CHANNEL APPROX 700'

$\frac{40}{700} = .05$

$R = 1.0$
$s = .05$
$n = .08$

$$V = \frac{1.5}{n} R^{2/3} s^{1/2}$$

$$= \left(\frac{1.5}{.08}\right)(1)^{.67}(.05)^{1/2}$$

$$= (18.75)(1)(.22) = 4.1 \text{ '/SEC}$$

$$\frac{700}{4.1} = \frac{170}{60} = 3 = .05 \text{ HR}$$

$T_c = .48 + .45 + .05 = .98 \text{ HRS}$
USE 1 HR

WOOD LAND
MANAGEMENT INC.
Professional Foresters

MARK R. SMITH
DAN GREEN
JIM WICK

DARREN MAHR
STAN BEYER

Kruse Woods One Building
Suite 468
5285 S.W. Meadows Road
Lake Oswego, Oregon 97035

(503)684-4004
FAX (503)684-4005
e-mail:
woodland@teleport.com

RECEIVED
97 SEP 24 PM 2:33
CLACKAMAS COUNTY
PLANNING SECTION

September 18, 1997

Mr. Paul Norr
Attorney at Law
1020 SW Taylor Suite 530
Portland, Oregon 97205

Dear Mr. Norr:

Mr Andre Protassy has requested to be allowed to site a home on the extreme northwest corner of his property at 32152 SE Stevens Road near Corbett. He has asked us to provide comment about the effect of that site on his neighbors' ability to practice forestry and farming. Specifically, does the siting of this house in this location result in the least impact on his neighbors' opportunities to operate farm and forestry practices when compared to other potential sites. In my opinion it does.

I have visited the property and have viewed the neighboring properties. My opinion about these properties is based upon 28 years of practicing forestry, 9 of those as OSU Extension Agent in Clackamas County and the last 13 as a consulting forester practicing in this area. I have also been a Christmas tree farmer in the area for nearly 20 years. In that time I have worked on countless properties similar to this, both with and without houses.

With only a few exceptions, there are no material differences between properties with houses and those without. In terms of impacts on a neighbor's forest or farming practices, there is no clear effect of a house on a neighbor.

**Forestry Activities**

Forestry activities are cyclical and well known. The neighbor to the west has practiced forestry in the past and likely will again. In the most intensive forestry operation they might clear cut the property, replant with seedlings, spray brush, thin trees at a regular interval and eventually clear cut the property again. How would Mr. Protassy's house affect these actions?

Mr. Protassy has the right to expect his neighbors to remain on their properties and not to trespass upon him. That right applies regardless of whether a house is built. The neighbor must perform his forestry activities in such a manner that the trees he cuts, the machines he uses and the sprays he applies all stay on his property. The neighbor has the legal right to harvest and replant his trees and to apply chemicals, all of these things consistent with applicable laws and regulations. Not one of these laws restricts the neighbor because of a house being present or absent.

EXHIBIT K PAGE 1

The question could be raised as to whether the neighbor to the west might not be able to log and keep his operations entirely on this property. In other words, is it physically possible for logging to occur on the property to the west without entering Mr. Protassy's property. The answer is a clear yes. The property to the west has access below the short steep slope and all logging could take place from there.

The problems in logging close to property lines will be no different for the neighbor to the west than they are for all logging near property lines. Further the problems will not be materially different regardless whether or not Mr. Protassy builds his house. The neighbor to the west will need to avoid trespassing on Mr. Protassy and the neighbor to the north. Even without Mr. Protassy's house, logging will need to be done diligently to avoid the Neighbor to the north's property, house, electrical service lines, landscaping, farm field and the paved road immediately to the north of Mr. Protassy's home site. By clustering his house with these other improvements, Mr. Protassy has certainly minimized any likelihood of increased problems as a result of the siting of his house.

Agricultural Activities

It is unlikely that agricultural activities will ever take place on the property to the west. The steep hillside immediately adjacent to Mr. Protassy's property is totally unsuited to agriculture as we know it. There is a possibility that agriculture could take place on the flats further to the west but that has never happened in the past and seems unlikely in the future.

Agriculture can be practiced on the property immediately to the north of Mr. Protassy. The neighbors chose to locate their house near the extreme southwest corner of their property, leaving the bulk of their fields in one block to the east of their house, much as Mr. Protassy is attempting to do. There is a small width of field south of their house that separates their landscaping from the road and Mr. Protassy's property. If Mr. Protassy's house is going to have an effect on their agricultural activities, it will have to effect this small area. Were Mr. Protassy's house located any where else on the northern half of the property, it would potentially affect the larger open field instead of the small strip. His house could be located in the center of his property and be further away, but such a location would offer the greatest potential impact to the production off his own property, due to land taken out of production for a driveway and the subsequent division of his field into small fields that are more difficult to work.

In summary, I do not believe that Mr. Protassy's location of a house creates any greater impact on neighboring activities than the same property without a house. To the extent that problems might be generated, I believe that clustering this house with another pre-existing house will minimize those problems. And finally, if building the house in the center of Mr. Protassy's property offers the least impact on neighbors, the questionable benefit of that siting is surely outweighed by the obvious negative impact such a siting has upon production from the subject property itself.

I hope that this letter is of some use in this matter. Should there be any questions about what is said here, please contact me at 684 4004.

Sincerely,

Daniel F. Green
Vice President

EXHIBIT ___ PAGE ___

# EMMERT INTERNATIONAL

DIVISION OF EMMERT INDUSTRIAL CORP.

11811 S.E. HIGHWAY 212, CLACKAMAS, OREGON 97015
PHONE (503) 655-7191 FAX (503) 655-3933
OREGON BB # 805 WASHINGTON BB # EMMERI *271I5



RECEIVED
97 SEP 24 PM 2:33
CLACKAMAS COUNTY
PLANNING SECTION


September 9, 1997

Andre Protassy
12120 SW Boones Ferry Road
Portland, Oregon 97219

Re: Proposal for On Site Structure Relocation and New Foundation

Dear Andre:

Thank you for affording Emmert International the opportunity to provide you with a proposal for relocating your home at 32152 SE Stevens Road in Corbett, Oregon.

The following are inclusions and exclusions to the scope of work.

INCLUSIONS FOR MOVE:

- Prep Structure
- Install Beam Pocket Openings
- Install Steel Beams and Support
- Raise Structure
- Crib and Support
- Load Structure
- Move Structure to New Location on-site
- Remove Cribbing and Lower on to New Foundation
- Remove Steel Beams
- Clean Up

EXCLUSIONS FOR MOVE:

*Dryrot repair (T&M)
*Excavation of new site (T&M)
*Utility Disconnects/Reconnects
*Fence removal
*Hand digging, if necessary (T&M)

QUOTE: $31,500

INCLUSIONS FOR FOUNDATION:

- 8" x 16" Footing
- 8" Thick Wall
- 18" minimum to 22" maximum wall height
- Strip Forms
- Clean Up

EXCLUSIONS FOR FOUNDATION:

*Post/Plating (T&M)
*Permits
*Slab work

QUOTE: $4,550

Once again, thank you for giving us the opportunity to provide you with a proposal. If you have any questions, please do not hesitate to call. I hope to hear from you soon.

Sincerely,

Deanna Olivas


EXHIBIT ___ PAGE ___

# Proposal



**WATSON PLUMBING CO.**
Service & Remodeling
CCB #111855
7935 E. Burnside
PORTLAND, OR 97215
(503) 256-3720

| PROPOSAL SUBMITTED TO | PHONE | DATE |
|---|---|---|
| ANDRE PROTASSY | 245-5569 | 09-05-97 |
| **STREET** | **JOB NAME** | |
| 12120 SW Boones Ferry Rd. | | |
| **CITY, STATE and ZIP CODE** | **JOB LOCATION** | |
| Portland, OR 97219 | 32152 SE Stephens Rd. Springdale, OR | |
| **ARCHITECT** / **DATE OF PLANS** | | **JOB PHONE** |

We hereby submit specifications and estimates for:

JOB DESCRIPTION:

Furnish and install 1½ copper water line from north side of road to point approximately 200' south.

BID INCLUDES:

Excavation
Backfill
Materials and Labor
Permit

NOT INCLUDED IN BID:

Meter and or installation tapping of main line.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Four Thousand Six Hundred Fifty Dollars dollars ($ 4,650.00 ).

Payment to be made as follows.
Due upon completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note. This proposal may be withdrawn by us if not accepted within _____ days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Sig: [redacted]

Date of Acceptance: _____

Sig _____

EXHIBIT ___ PAGE ___

To: The Multnomah County Board Of Commissioners

From: Nicholas and Kimberley O'Connell
32202 SE Stevens Rd,
Corbett, Or. 97019
503 695-3382

Re: Andre Protassy Hearing

Dear Sirs:

We purchased our property in 1988 with one of the main reasons being that it was near the end of a dead end road. When we discovered in 1992 that the American Hellenic Association wanted to put a small village at the end of the road, we opposed the project to no avail before the Board of Commissioners. The board allowed the construction with certain limitations.

Since then it has been a long process, but being flexible on both sides, we co exist rather peacefully. There have been some occasions where we have had some questions and have tried to contact someone at the Division of Planning and Development but cannot even get them to return a phone call. Conditions imposed on zoning are nice, but it is obvious that there is no enforcement at all in Multnomah County.

One of the conditions of the 1992 decision on the Hellenic Association approval was the widening of the access road, inclusive of the access road running from Stevens Road through Mr. Protassy's property. In 1994, the neighborhood and the Hellenic Association requested a major variance to keep the existing road in its present state. From the beginning and throughout the process, **it was understood by everyone involved that the access road running from Stevens Road through Mr Protassy's property as well as the portion of the road on the Associations property was involved in the major variance request.** Somehow, inexplicably, the portion in question was not included on the final approval for the major variance. The camp run by the Helenic Association accounts for more than 95% of the traffic using the access road. To make Mr Protassy accountable for the entire improvement after the fact is ludicrous.

Now to address the safety issue. There are no sidewalks on Stevens Road and our children as well as many other of the neighborhood children play in the road. The road is the only place for bike riding and skate boarding. We do have problems when there is a function at Camp Angelos with the amount of traffic in and out of the campground. There could be as many as 150 vehicles which have to drive into and exit the site. I am not going to go into detail because that is not the issue; safety is the issue. In the conditions of approval in the 1992 decision of approval for Camp Angelos there were many safeguards included to provide safe access such as using buses for large groups, establishing traffic monitors, etc. **However, the main**

**safeguard we have right now is the width of the existing access road.** There is a clear line of sight down the whole portion of the access road and when there is oncoming traffic, the other traffic must stop before they can proceed. This is the **only** thing that slows traffic and gives limited protection to the 13 children living on this portion of Stevens Road. Widening the access road to 20 feet or even 16 feet is the same as putting a superhighway in front of our house. Any reasonable person can see this is courting disaster. On the slim chance there may be a case where emergency vehicles may be delayed slightly, this proposal puts our children at risk on a daily basis. Where is the safety in that?

We urge the Board to rule with intelligence and respect for the residents on Stevens Road and to allow the existing access road to remain as it is. This road has functioned with no major problems for the last 20 years. Give us a major variance and let us live in peace.

Nicholas and Kimberley O'Connell

# OFFICE OF
# MULTNOMAH COUNTY COUNSEL

THOMAS SPONSLER
*County Counsel*

SANDRA N. DUFFY
*Chief Assistant*

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

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SUSAN DUNAWAY
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JEFFREY B. LITWAK
STEVEN J. NEMIROW
MATTHEW O. RYAN
AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
*Assistants*

**MEMORANDUM**

July 30, 1998

**TO:** Board of County Commissioners

**FROM:** Jeff Litwak, Assistant County Counsel JL

**SUBJECT:** Legal Issues Raised at the Protassy Appeal

On July 14, 1998, the Board heard an appeal by Andre Protassy regarding a variance to a road standard. The Board continued the hearing until July 30, 1998 to allow time for Mr. Protassy and Camp Angelos to negotiate a work schedule for widening the private road at issue in the case. The Board also raised three legal questions.

**1. Does imposition of the road standard on Mr. Protassy violate Dolan?**

The U.S. Supreme Court, in Dolan v. City of Tigard, 512 U.S. 374 (1994) stated that the Fifth Amendment requires that exactions of real property from a private individual must be "roughly proportional" to the impact created by that individual.

This "rough proportionality" test has been extended by the Oregon Court of Appeals to cover requirements to construct public improvements on public property. Clark v. City of Albany, 137 Or. App. 293 (1995). In this case, the Court also noted that not all conditions of approval are subject to Dolan.

The Court of Appeals has also noted that "rough proportionality" does not require individualized mathematical equivalency. The Court rejected an argument that since a project only generated 2.6% of the traffic on a specific public street, that it should only pay for 2.6% of the improvement. Art Piculell Group v. Clackamas County, 142 Or. App. 327 (1996).

Analysis of these and other cases and the facts relating to Mr. Protassy indicate that there is no constitutional "takings" claim. Mr. Protassy must improve a private road on private property. The Courts have not held that such conditions relating solely to private property can violate the constitution. There is no "public use" as required by the

Constitution. Further, there is no constitutional requirement that Mr. Protassy only widen the road to the extent that it is precisely attributable to his use.

**2. Should the Board consider whether Mr. Protassy's dwelling is a replacement dwelling?**

At the hearing, Mr. Protassy argued that because he "commenced" construction of his dwelling within one year after it was destroyed by fire, that the dwelling was a "replacement dwelling" and that the road standard at issue does not apply to replacement dwellings.

The Board may not consider this issue in this hearing because Mr. Protassy had an opportunity to appeal the determination that his dwelling was not a replacement dwelling when his conditional use permit for the dwelling was issued in 1997. Mr. Protassy accepted the County's conclusion that the dwelling was not a replacement dwelling and may not now raise the issue.

In the event that the Board wishes to consider the issue, MCC 11.15.2049(B) provides that restoration or replacement shall be commenced within one year of the casualty. Inherent in this provision (and all others in the code) is that the construction work be done legally with all required permits. Mr. Protassy failed to obtain the required permits for construction of the dwelling. Thus, even if Mr. Protassy did begin construction within 1 year, he did so in violation of the County's rules. He cannot rely on a violation of one County rule to establish compliance with another.

**3. Is there a legal basis for the Board to "adopt" an agreement between Mr. Protassy and Camp Angelos regarding widening of the road?**

There are two ways to address an agreement between Mr. Protassy and Camp Angelos. County Counsel expresses no preference between the two options.

1. The Board can modify the Hearings Officer's decision to allow staff to issue a building permit to Mr. Protassy after he either constructs, or provides a surety that he will construct, the portion of the road which he agrees to construct under the agreement.

2. Mr. Protassy can withdraw his appeal before the Board and carry out the agreement in compliance with the Hearings Officer's decision. This would require no action by the Board in regards to the agreement. In the event that either party fails to carry out their responsibilities under the agreement, the other party could have an action under the agreement.

The Board should keep in mind that both Mr. Protassy and Camp Angelos have independent obligations to widen the road to the widths required in the issued permits. No agreement can relieve one party of the obligation to construct the road, and the County can initiate an enforcement action against both parties to ensure the road is built.

MULTNOMAH COUNTY

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

RECEIVED
JUL 22 1998
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

**To:** Multnomah County Board of Commissioners

**From:** Chuck Beasley

**Date:** July 21, 1998

**Re:** Response to Applicant's Testimony at the July 14, 1998 Appeal Hearing in CU 4-98 and HV 7-98.

---

**Camp Angelos Access Road Width Reduction**

The applicant's attorney argues that the Hearings Officer decision is inconsistent with and opposite past findings that pertain to a prior approval for reduced road width for Camp Angelos. This was a reduction to a different road width standard for an application to which the standard currently at issue did not apply. The Hearings Officer found that as a matter of law, reduction in one standard in no way constitutes a variance to another different standard (see pg. 4 and 7 of the Hearings Officer decision).

The applicant's attorney states that the County Hearings Officer gave approval in October of 1993 for Camp Angelos to use a 16 foot wide road for the entire length of the access road in DR 17-93. This is incorrect. The DR 17-93 decision was an administrative staff decision. The Hearings Officer decision which followed in 1994 (HV 12-94) only finds the reduction to 16' in the design review decision was a past occurrence (see CU 4-98 exhibit A1.K.). The Hearings Officer did not approve a road width reduction to 16.'

Review of the zoning ordinance reveals the width reduction was not allowed by the process employed at that time. MCC 11.15.7860 Minor Exceptions: Yard, Parking, Sign and Landscape Requirements, provides that the Planning Director may grant minor exceptions to several dimensional requirements including yards, off-street parking, and minimum number of spaces. However, the 20' road width standard applied to Camp Angelos is an access standard under MCC 11.15.6128 Access, not a dimensional requirement under 11.15.6130 Dimensional Standards. Further, MCC .7860 Minor Exceptions does not list access standards as subject to the Planning Director's discretion. The ordinance requires written findings and lists specific criteria which must be met for minor yard exceptions, and for dimensional standards for off-street parking spaces or the minimum number of spaces. No approval criteria are listed as applicable to exceptions to the access standard, hence, no findings were made to approve the exception.

**Road Safety**

The applicant's attorney states that an unsafe circumstance would result if the road is required to be improved to a width greater than 16', and that this is a practical difficulty which should justify the requested variance. The nearby neighbor states that widening the road to the requested variance width of 16' will result in an unsafe circumstance. The concerns expressed by the attorney and neighbor are related primarily to traffic generated by users of Camp Angelos, and appear to have been considered in the land use decisions which relate to operations at the camp. Representatives of the Camp have already acknowledged that the camp is required to construct a 16 foot wide road.

The arguments advanced appear to maintain that the 20' standard is inherently unsafe. This is an argument against the standard itself, and as such is a policy argument not properly a part of the decision. The application before the Board is for a reduction to an established standard. The 20' road width is the standard improvement width for local access roads, is the width for this type of access road according to the Uniform Fire Code, and is the width recommended by the State of Oregon Department of Forestry for such roads (see Exhibits C4 and H1.).

**Policy 14 Development Limitations/Drainage**

The applicant's attorney states that the County is violating Policy 14 by directing development to an area which has development limitations. Policy 14 is intended to direct development away from potentially hazardous areas or to ensure that development and the public is protected from land hazards through design/engineering techniques. This policy was not addressed in the conditional use decision which allowed the dwelling (CU 12-96), or in this case, because the elements which identify land as subject to the policy were not found to be present (exhibit A2 at page 22). Attached are copies of the Slope Hazard Map and Soil Conservation Service soils classifications for the area. The roadway area which is the subject of this application is not identified as a hazardous area on the Slope Hazard Map. In addition, the soil types in the road area are 27B Mershon silt loam with 0 to 8% slopes, and 27C Mershon silt loam with 8 to 15% slopes. These soils are described as having slight to moderate erosion potential, a water table 3 to 5 feet deep in winter, no fragipan less than 30" from the surface, and no characteristic slumping. This soil does not fit the characteristics of soils where Policy 14 applies. It is interesting to note that the area which contains the road down the side slope of the canyon to Camp Angelos <u>is</u> designated as a hazard area, but a road was nevertheless constructed through this area down into the canyon in compliance with the Hillside Development ordinance. This highlights that Policy 14 does not prevent development in the identified areas, but requires that development in such areas must demonstrate design and construction techniques to overcome the limitations.

The applicant's attorney claims that evidence already in record demonstrates a practical difficulty, because excavation needed to construct the 18' to 20' roadway will undermine the slope stability that presently exists (July 10, 1998 letter at page 17 and 19). Staff is uncertain what evidence by a Geotechnical Engineer is being referenced by the applicant's attorney. The only Geotechnical letter staff has found is the May 12, 1998 letter from LaVielle Geotechnical,

in the record for CU 4-98 and HV 7-98 as part of Exhibit F3. The May 18, 1998 letter from staff to the Hearings Officer (see Exhibit F-5) responds to the stormwater impacts of road widening. The Hearings Officer decision and staff findings at pages 11 and 12 also respond to these issues. Staff has received no analysis prepared by an engineer of measures needed to maintain slope stability as of the date of this writing. This is because no road design has been submitted. All roads need drainage controls.

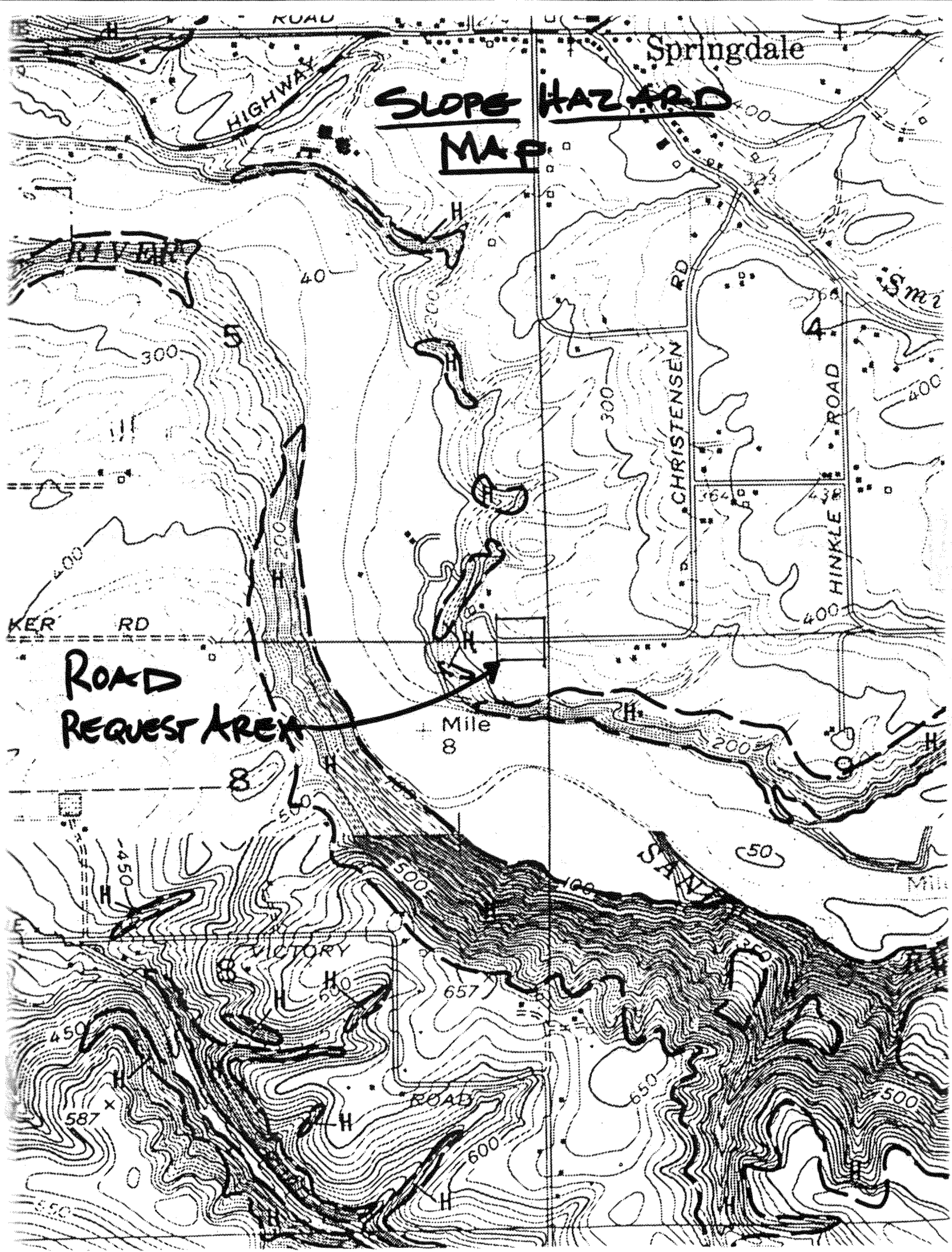
**Destruction of Mature Trees on First 170' of Road**

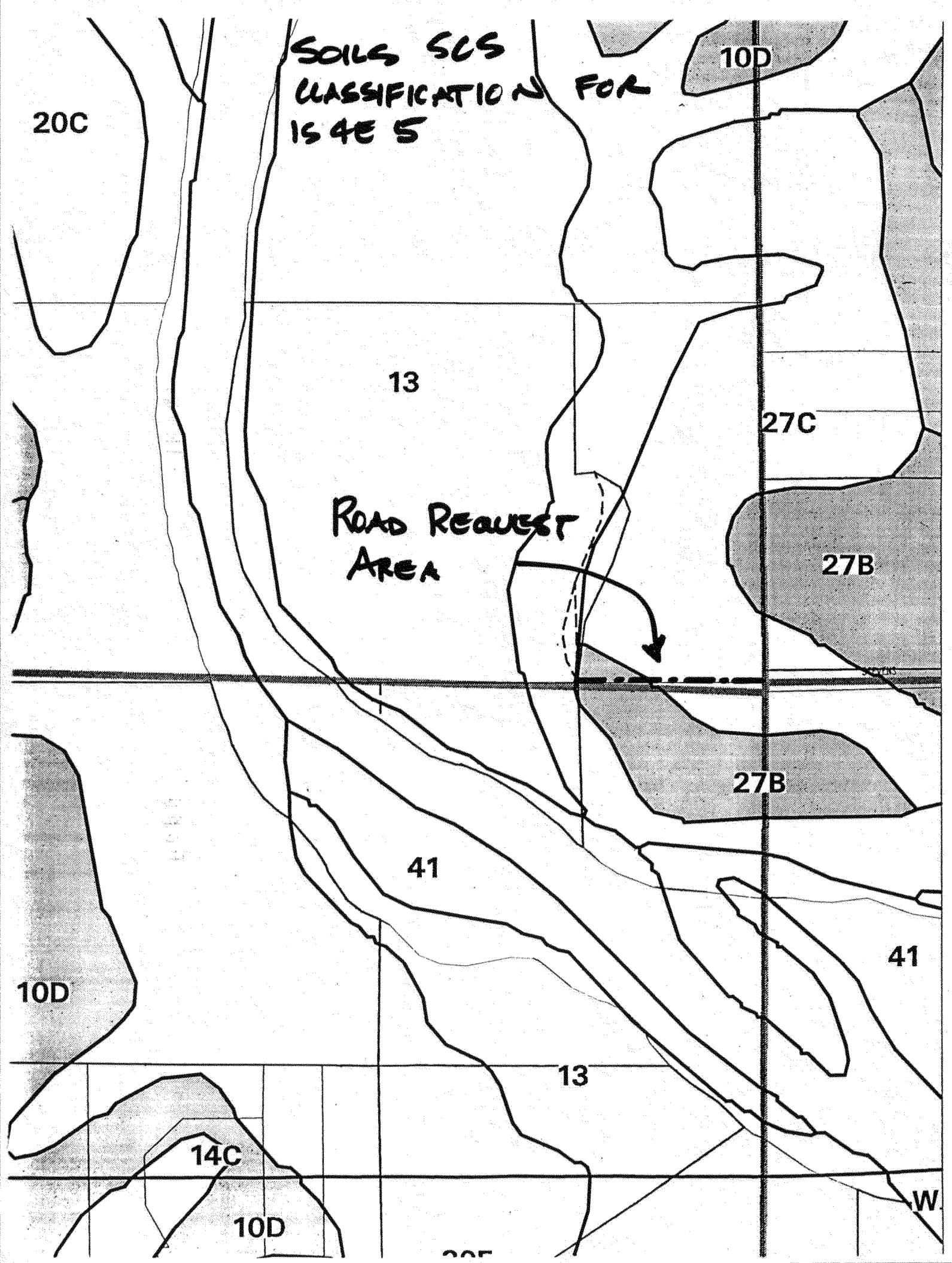
The applicant's attorney expresses alarm that staff would require the first 170' feet of roadway to be constructed to the full width because this would result in the destruction of mature Walnut trees. Staff accepted the applicant's Exhibit A5 which shows the first tree as 184' from the end of Stevens Road as accurate, and added the higher setback of 14' from the existing road to the existing tree as a buffer in order to arrive at the 170' improvement length. Now the applicant's attorney is apparently saying that the information in Exhibit A5 is inaccurate. Getting accurate and complete information has been a challenge during this application as indicated in the Hearings Officer decision and Summary.

Staff notes that acceptance of the existing mature Walnut trees as a practical difficulty which gives rise to the need for the variance is a very permissive reading of "practical difficulty." The Board could just as easily find that the trees do not constitute such a difficulty, especially in light of the Planning Commission decision in CS 4-92 which required construction of the 20' wide road notwithstanding that construction to this width could damage the trees (see condition of approval #1 of applicant's EX. H of CU 4-98 Exhibit A1).

If the Board accepts damage to the mature Walnut trees as a practical difficulty, the Hearings Officer decision could be amended, in light of the revised distance of 160' to the first mature Walnut tree, to read:

> **The Board of Commissioners denies the variance request for the first approximately 160' of roadway (as measured from the terminus of Stevens Road, east of the Protassy property).**
>
> **The Board approves the variance request for the remainder of the roadway at a width of 18 feet, except that the roadway shall be tapered from the 20 foot width to 18 feet in width to maintain a buffer of 9 feet between the road and the first mature Walnut tree, according to County specifications.**


SLOPE HAZARD MAP
ROAD REQUEST AREA
Springdale
HIGHWAY
RIVER
CHRISTENSEN RD
HINKLE ROAD
KER RD
Mile 8
VICTORY
ROAD
SAN


SOILS SCS
CLASSIFICATION FOR
ISAE 5
20C
10D
13
27C
ROAD REQUEST
AREA
27B
27B
41
41
10D
13
14C
10D

by as much as 30 inches of fill material, or as
s 40 inches of the original profile has been re-
by cutting or grading. The fill material is generally
acent areas of Latourell soils that have been cut
d.

40 percent of this complex is Urban land. The
e largely covered by concrete, asphalt, buildings,
impervious surfaces that so obscure or alter the
t their identification is not feasible.

ded with this complex in mapping are areas of
nah, Powell, and Burlington soils and more steep-
ng Latourell soils. The included soils make up as
s 10 percent of this map unit.

eas where the soils are relatively undisturbed,
bility is moderate and available water capacity is
2 inches. In areas dominated by cuts, fills, and
and, permeability and available water capacity are
e. Runoff is slow, and the hazard of erosion is

s of this complex that have not been disturbed
yards and openland around and between build-
here are no major limitations for urban uses. Irri-
during summer is desirable for lawn grasses,
, vines, vegetables, and most shade and orna-
trees. Plants that tolerate droughty conditions
be selected if irrigation is not provided.
map unit is not assigned to a capability subclass.

**—Latourell-Urban land complex, 3 to 8 percent**
This complex consists of well drained Latourell
n most areas of this complex the soils have been
, cut, filled, or otherwise disturbed. This complex
broad terraces that have long, convex slopes.
are generally irregular in shape and 20 to 100
in size. Latourell soils and Urban land are in such
icate pattern or so small in area that to separate
in mapping was not practical. Elevation is 50 to
et. The average annual precipitation is 40 to 60
, the average annual air temperature is 52 to 54
s F, and the frost-free period is 165 to 210 days.
ut 20 percent of this complex are areas of Latour-
s that are relatively undisturbed. Typically, the sur-
ayer is dark brown and brown loam about 16
thick. The subsoil is dark yellowish brown loam
29 inches thick. The substratum is dark yellowish
loam and very gravelly sandy loam to a depth of
hes or more.
ut 30 percent of this complex are areas of Latour-
s that have been disturbed. These soils have been
d by as much as 30 inches of fill material, or as
as 40 inches of the original profile has been re-
by cutting or grading. The fill material is generally
djacent areas of Latourell soils that have been cut
ded.
ut 40 percent of this complex is Urban land. The
are largely covered by concrete, asphalt, buildings,
r impervious surfaces that so obscure or alter the
at their identification is not feasible.

Included with this complex in mapping are areas of Multnomah, Powell, and Burlington soils and more steeply sloping Latourell soils. The included soils make up as much as 10 percent of this map unit.

In areas where the soils are relatively undisturbed, permeability is moderate and available water capacity is 8 to 12 inches. In areas dominated by cuts, fills, and Urban land, permeability and available water capacity are variable. Runoff is slow, and the hazard of erosion is slight.

Areas of this complex that have not been disturbed include yards and openland around and between buildings. There are no major limitations for urban uses. Some uses are restricted by slopes of 3 to 8 percent. Irrigation during summer is desirable for lawn grasses, shrubs, vines, vegetables, and most shade and ornamental trees. Plants that tolerate droughty conditions should be selected if irrigation is not provided.

This map unit is not assigned to a capability subclass.

**27B—Mershon silt loam, 0 to 8 percent slopes.** This moderately well drained soil is on broad, rolling ridgetops. This soil formed in loess and medium textured old alluvium. Elevation is 450 to 1,300 feet. The average annual precipitation is 60 to 70 inches, the average annual air temperature is 50 to 52 degrees F, and the frost-free period is 165 to 200 days.

Typically, the surface layer is very dark grayish brown silt loam about 15 inches thick. The subsoil is brown and dark brown silt loam about 41 inches thick. The substratum is dark brown loam to a depth of 60 inches or more.

Included with this soil in mapping are areas of Cazadero soils; Haplumbrepts, moderately steep; more steeply sloping Mershon soils; soils that have more than 35 percent coarse fragments; and soils that are similar to this Mershon soil and are well drained. The included soils make up as much as 10 percent of this map unit.

Permeability is moderately slow. Effective rooting depth is more than 60 inches. Available water capacity is 11 to 13 inches. Water-supplying capacity is 22 to 24 inches. Runoff is slow, and the hazard of erosion is slight. A water table is at a depth of 3 to 5 feet from November through April.

This soil is used for farming, urban development, timber production, and wildlife habitat.

This soil is well suited to farming. The major crops are hay and pasture. Other crops are berries and vegetables. Returning all crop residue to the soil and including grasses, legumes, or grass-legume mixtures in the cropping system help maintain fertility and tilth. If the soil is to be left bare during winter, it should be fertilized and planted to a cover crop in fall. A cloddy condition helps protect the soil from erosion during rainy periods.

Excessive cultivation can result in formation of a tillage pan in this soil. Subsoiling is required to break up this pan and is more successful if used when the soil is dry than when wet. Tile drainage systems are installed across the slope to intercept ground water. Sprinkler

irrigation can be used to increase crop production in dry periods in summer. Water needs to be applied slowly to prevent runoff. Grasses respond to nitrogen. Legumes respond to phosphorus, sulfur, boron, and lime. Berries respond to nitrogen, phosphorus, potassium, and sulfur and in places, to boron.

The vegetation in areas not cultivated is Douglas-fir, red alder, bigleaf maple, vine maple, willow, brackenfern, common snowberry, roses, western hazel, blue elderberry, creambush oceanspray, trailing blackberry, and western redcedar.

This soil is suited to Douglas-fir. The site index for Douglas-fir on this soil ranges from 120 to 135. Based on a site index of 130, this soil is capable of producing about 8,600 feet from a fully stocked stand of 70-year old trees, or 42,600 board feet (international rule, one-fourth inch kerf) of merchantable timber from a fully stocked stand of 80-year old trees.

Trees on this soil are subject to damage by ice breakage and wind blasting (fig. 11). Brushy species, including vine maple, willow, western hazel, common snowberry, bigleaf maple, and red alder restrict natural regeneration of Douglas-fir. When the soil is wet, the use of some conventional logging methods is limited. Roads and landings can be protected from erosion by constructing water bars and by seeding cuts and fills. All-season roads on this soil need a heavy base of rock.

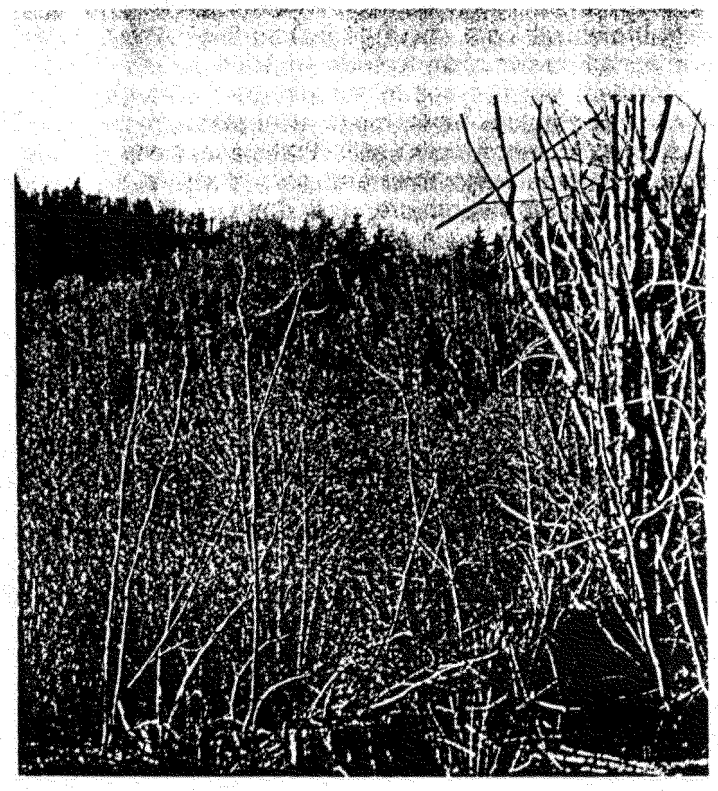


*Figure 11.*—Windblast damage to Douglas-fir on Mershon silt loam, 0 to 8 percent slopes.

A wide variety of grasses, forbs, fruits, and vegetable along with many shrubs and trees grow on this soil. Thi variety of plants furnishes food and cover for wildlife Common wildlife species are black-tailed deer, foxes skunks, raccoon, oppossum, rabbits, squirrels, and mice Birdlife includes ring-necked pheasant, California quai mountain quail, ruffed grouse, hawks, owls, vultures jays, crows, woodpeckers, flycatchers, blackbirds, larks starlings, and many kinds of small birds. The potential fc wildlife habitat is good. Planting desirable vegetation an protecting existing vegetation improve the habitat.

The main limitations for urban development are a sea sonal high water table and low strength. Dwellings an roads can be designed to offset these limitations sewers are provided. Septic tank absorption fields i places do not function properly during rainy periods be cause of wetness and the moderately slow permeability Irrigation during summer is desirable for best results wit lawn grasses, shrubs, vines, vegetables, and shade an ornamental trees. To establish plants in areas in whic the surface layer has been removed and the subsoil ha been exposed is difficult. Mulching and fertilizing thes areas help establish plants. Plants that tolerate drought conditions should be selected if irrigation is not provide

This soil is in capability subclass IIIe.

**27C—Mershon silt loam, 8 to 15 percent slope** This moderately well drained soil is on broad, rollin ridgetops. This soil formed in loess and medium texture old alluvium. Elevation is 450 to 1,300 feet. The averag annual precipitation is 60 to 70 inches, the averag annual air temperature is 50 to 52 degrees F, and th frost free period is 165 to 200 days.

Typically, the surface layer is very dark grayish brow silt loam about 15 inches thick. The subsoil is brown ar dark brown silt loam about 41 inches thick. The substr tum is dark brown loam to a depth of 60 inches or mor

Included with this soil in mapping are areas of Caz dero soils; Haplumbrepts, moderately steep; soils th have more than 35 percent coarse fragments; soils th are similar to this Mershon soil and are well drained; ar other Mershon soils. The included soils make up a much as 10 percent of this map unit.

Permeability is moderately slow. Effective rootir depth is more than 60 inches. Available water capacity 11 to 13 inches. Water-supplying capacity is 22 to 2 inches. Runoff is medium, and the hazard of erosion moderate. A water table is at a depth of 3 to 5 feet fro November through April.

This soil is used for farming, urban developmer timber production, and wildlife habitat.

This soil is suited to farming. The major crops are h and pasture. Other crops are berries and vegetable Returning all crop residue to the soil and includi grasses, legumes, or grass-legume mixtures in the cro ping system help maintain fertility and tilth. If the soil

to be left bare during winter, it should be fertilized and planted to a cover crop in fall. Cross-slope farming, grassed waterways, and limiting tillage to seedbed preparation and weed control help control runoff and erosion. A cloddy condition helps protect the soil from erosion during rainy periods.

Excessive cultivation can result in formation of a tillage pan in this soil. Subsoiling is required to break up this pan and is more successful if used when the soil is dry than when wet. Sprinkler irrigation can be used to increase crop production in dry periods in summer. Water needs to be applied slowly to prevent runoff. Grasses respond to nitrogen. Legumes need phosphorus, sulfur, boron, and lime. Berries respond to nitrogen, phosphorus, potassium, and sulfur and in places, to boron.

The vegetation in areas not cultivated is Douglas-fir, red alder, bigleaf maple, vine maple, willow, brackenfern, common snowberry, roses, western hazel, blue elderberry, creambush oceanspray, trailing blackberry, and western redcedar.

This soil is suited to Douglas-fir. The site index for Douglas-fir on this soil ranges from 120 to 135. Based on a site index of 130, this soil is capable of producing about 8,600 cubic feet from a fully stocked stand of 70-year old trees, or 42,600 board feet (international rule, one-fourth inch kerf) of merchantable timber from a fully stocked stand of 80-year old trees.

Trees on this soil are subject to damage by ice breakage and wind blasting. Brushy species, including vine maple, willow, western hazel, common snowberry, bigleaf maple, and red alder, restrict natural regeneration of Douglas-fir. When this soil is wet, the use of some conventional logging methods is limited. Roads and landings can be protected from erosion by constructing water bars and by seeding cuts and fills. All-season roads on this soil need a heavy base of rock.

A wide variety of grasses, forbs, fruits, and vegetables along with many shrubs and trees grow on this soil. This variety of plants furnishes good food and cover for wildlife. Common wildlife species are black-tailed deer, foxes, skunks, raccoon, oppossum, rabbits, squirrels, and mice. Birdlife includes ring-necked pheasant, California quail, mountain quail, ruffed grouse, hawks, owls, vultures, jays, crows, woodpeckers, flycatchers, blackbirds, larks, starlings, and many kinds of small birds. The potential for wildlife habitat is good. Planting desirable vegetation and protecting existing vegetation improve the habitat.

The main limitations for urban development are the seasonal high water table, low strength, and slope. Dwellings and roads can be designed to offset these limitations if sewers are provided. In places, septic tank absorption fields do not function properly during rainy periods because of wetness and moderately slow permeability. Irrigation during summer is desirable for best results with lawn grasses, shrubs, vines, vegetables, and shade and ornamental trees. To establish plants in areas in which the surface layer has been removed and the subsoil has been exposed is difficult. Mulching and fertilizing these areas help establish plants. Plants that tolerate droughty conditions should be selected if irrigation is not provided.

This soil is in capability subclass IIIe.

**27D—Mershon silt loam, 15 to 30 percent slopes.** This moderately well drained soil is on broad, rolling ridgetops. This soil formed in loess and medium textured old alluvium. Elevation is 450 to 1,300 feet. The average annual precipitation is 60 to 70 inches, the average annual air temperature is 50 to 52 degrees F, and the frost-free period is 165 to 200 days.

Typically, the surface layer is very dark grayish brown silt loam about 15 inches thick. The subsoil is brown and dark brown silt loam about 41 inches thick. The substratum is dark brown loam to a depth of 60 inches or more.

Included with this soil in mapping are areas of Cazadero soils; Haplumbrepts, moderately steep; soils that have more than 35 percent coarse fragments; soils that are similar to this Mershon soil and are well drained; and other Mershon soils. The included soils make up as much as 10 percent of this map unit.

Permeability is moderately slow. Effective rooting depth is more than 60 inches. Available water capacity is 11 to 13 inches. Water-supplying capacity is 22 to 24 inches. Runoff is medium, and the hazard of erosion is high. A water table is at a depth of 3 to 5 feet from November through April.

This soil is used for timber production, urban development, farming, and wildlife habitat.

This soil is poorly suited to farming. The major crops are hay and pasture. Irrigation during summer is required for maximum production. Returning all crop residue to the soil and including grasses, legumes, or grass-legume mixtures in the cropping system help maintain fertility and tilth. If the soil is to be left bare during winter, it should be fertilized and planted to a cover crop in fall. Limiting slope length by stripcropping or terracing helps reduce sheet and rill erosion. Cross-slope farming, grassed waterways, and limiting tillage to seedbed preparation and weed control help control runoff and erosion. A cloddy condition helps protect the soil from erosion during rainy periods.

Excessive cultivation can result in formation of a tillage pan in this soil. Subsoiling is required to break up this pan and is more successful if used when the soil is dry than when wet. Sprinkler irrigation can be used to increase crop production in dry periods in summer. Water needs to be applied slowly to prevent runoff. Tile systems are installed across the slope to intercept ground water. Grass crops respond to nitrogen. Legumes respond to phosphorus, potassium, sulfur, and lime and in places, to boron.

The vegetation in areas not cultivated is Douglas-fir, red alder, bigleaf maple, vine maple, willow, brackenfern, common snowberry, western hazel, blue elderberry, cream oceanspray, trailing blackberry, roses, and western redcedar.

**William C. Cox** attorney at law

*Land Use and Development Consultation*

July 29, 1998 SENT VIA FAX

Tom Layton, Chief
Multnomah County RFPD #14
PO Box 1
Corbett, Oregon 97019

RE: Andre Protassy Residence - Emergency Access

Dear Mr. Layton:

This letter is to request your opinion on the roadway needed to access Mr. Protassy's residence at 32152 SE Stevens Road for the purposes of emergency response. It is my understanding that you are very familiar with the site and existing conditions.

This roadway has been the subject of continued review in connection with land use activities on Mr. Protassy's property and Camp Angelos, which also uses the roadway.

Mr. Protassy has a hearing before the Multnomah County Board of Commissioners on Thursday morning for the sole purpose of determining the roadway needed to ensure safe and efficient access for emergency vehicles. Your input is greatly needed to assist us in this process.

As it stands now, the Camp is required to improve the access roadway for its entire length, except a short section, to 16 feet wide. The existing roadway is approximately 12 feet wide. The County is now requiring Mr. Protassy to improve the roadway to 20 feet for the first hundred plus feet as you enter from Stevens Road, then narrow the roadway down to 18 feet up to the Protassy residence and then to 16 feet as it continues to the Camp. Please give us your opinion on this 20-18-16 configuration.

In addition, it is important that we know what you, as the emergency provider for this area, would deem sufficient to serve this site. It would be helpful if you could describe your experience with the site, its pros and cons as it exists now, and what improvements could be made on top of the 16 feet widening that the Camp is obligated to do. In other words, what, in your

0244 S.W. California Street • Portland, Oregon 97219 • (503) 246-5499 • FAX (503) 244-8750

professional opinion, is needed to ensure the safe and adequate use of this roadway by emergency vehicles.

I thank you for your time and effort in this matter.

Sincerely,

Gary P. Shepherd

cc: client

MULTNOMAH COUNTY
RURAL FIRE PROTECTION
DISTRICT NO. 14

P.O. BOX 1
CORBETT, OREGON 97019 - 0001

July 29, 1998

Gary P. Shepherd
William C. Cox Attorney at Law
0244 S.W. California Street
Portland, OR 97219

RE: Andre Protassy Residence - Emergency Vehicle Access

Mr. Shepherd:

In response to your letter of July 29, 1998, regarding the roadway providing emergency vehicle access to the Protassy residence at 32152 SE Stevens Road I will address the issues that your have brought up.

I inspected the roadway on June 5,1996 and approved the proposed access road as it was proposed. The reasons included the width, clearance both vertically and horizontally, and the visibility from Stevens Rd. to the dwelling in questions as well as the other house in the vicinity and the access gate to Camp Angelos. The existing roadway has been in place for at least 25 years that I personally know of, and the original house at this location has been there for that time also. Over the 18 years that I have been a member of this Fire Department I have had many occasions to respond to emergency calls on this roadway to Camp Angelos and this area. The existing roadway is approximately 12 feet wide, with adequate clearances as addressed by the roadway standards adopted by Multnomah County RFPD #14. I also feel that there is sufficient area for turning large equipment around due to the configuration of the driveways and houses in this area. I have done this at this location more than once so I speak from experience.

As an emergency responder I give strong consideration to access to any location in this District. As for the widening of the roadway to 16 feet to Camp Angelos, this would be a welcome improvement for emergency access, even though the existing access meets the minimum standards as adopted by the Fire District. As for the reasoning to widening the roadway from Stevens Rd. to the Camp in increments of 20-18-16 feet I am unaware of the need for this, while only widening the Camp access to 16. If the roadway to the Camp is not being required to be wider than 16 feet when it runs through switchback curves, I do not see the reason for the upper part of the road which is basically straight and with clear visibility to be wider than the part going to the Camp. I feel 16 feet throughout the length of the access road would greatly improve the access that already meets the Fire

District minimums, as we discussed in our conversations. The addition of a 20 by 40 foot turnout to be located between the Protassy driveway and Stevens Road would also be welcome in improving the access.

This roadway was inspected as noted by myself on June 5, 1996 and approved as proposed for meeting Fire District minimum standards, as well as on August 17, 1993 by my predecessor Dennis Bryson, who also gave approval, under the authorization as the Authorized Fire District Official. This was done with full knowledge of the location and with experience in responding to emergencies over this roadway over the course of many years.

If there is any further questions feel free to contact me again.

Sincerely,

Tom Layton

Tom Layton, Chief
Multnomah Co. RFPD #14

*LaVIELLE GEOTECHNICAL P.C.*

2313 NE Alameda
Portland, Oregon 97212
(503) 287-0511, FAX 282-7671

July 14, 1998

Our ref:98-1307.018

Mr. Andre Protassy
12120 SW Boones Ferry Road
Portland, Oregon 97219

RE: ROADWAY CUT SLOPE
32152 SE STEVENS ROAD
SPRINGDALE, OREGON

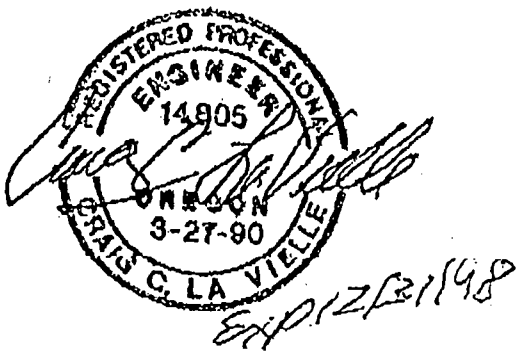
Dear Mr. Protassy:

We understand that the county has required that you widen the existing roadway at your property on SE Stevens Road to a full 18 feet. Based on our evaluation of soil conditions and topography along the north side of the roadway we expect the proposed widening will create a cut vertical slope approximately 5 feet high. The soil exposed in this cut will be a medium stiff, brown clayey silt. We recommend that any vertical cut slope in this soil be protected from erosion and be supported by a structural retaining wall.

If you have any questions or require additional information, please contact us.

Sincerely,

*LaVIELLE GEOTECHNICAL, P.C.*




Craig C. LaVielle, P.E.
Principal

# OFFICE OF
# MULTNOMAH COUNTY COUNSEL

THOMAS SPONSLER
*County Counsel*

SANDRA N. DUFFY
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1120 S.W. FIFTH AVENUE, SUITE 1530
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AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
*Assistants*

**MEMORANDUM**

August 13, 1998

**TO:** Board of County Commissioners

**FROM:** Jeff Litwak, Assistant County Counsel

**SUBJECT:** Legal Standards of the "Practical Difficulties" Criteria for Variance

On July 14, 1998, the Board heard an appeal by Andre Protassy regarding a variance to a road standard. The Board continued the hearing until July 30, 1998 to allow time for Mr. Protassy and Camp Angelos to negotiate a work schedule for widening the private road at issue in the case. On July 30, the Board closed the public hearing and continued its decision until August 13, 1998 to permit the applicant to submit findings regarding the practical difficulties of a road wider than 16 feet.

In addition, the Board asked legal counsel for advice regarding what is a practical difficulty and how much discretion it has in finding a practical difficulty. These questions have been well settled in case law for many years.

## 1. What is a Practical Difficulty?

A practical difficulty must arise out of a condition inherent in the land. Lovell v. Independence Planning Comm., 37 Or. App. 3, 6-7 (1978). A condition inherent in the land is not one which an applicant creates. For example, LUBA determined that the location of a newly constructed home was not a condition inherent in the land giving rise to a practical difficulty that prevented a parcel from being divided. Godfrey v. Marion Cty, 3 Or. LUBA 5, 9 (1981).

Economic factors are not proper considerations for variances. Lovell v. Independence Planning Comm., 37 Or. App at 7 (a finding that the applicant could use her land more profitably with the approval of a variance is insufficient to establish a practical difficulty).

The Hearings Officer found that the large walnut trees on the south side of the road constituted a practical difficulty. This is a generous interpretation because removal

of the walnut trees would not render the property useless. However, this appears to be a policy decision balancing agriculture and road width. Similarly, the utility poles on the north side of the road would not constitute a practical difficulty, because they are not conditions inherent in the land. The poles could be moved. The cost of constructing of the road (including moving the utility poles) is not a proper factor to be considered as a "practical difficulty."

The Board must also consider the extent to which the difficulty is self-imposed. Evans v. Multnomah Cty., 34 Or. LUBA ___ (No. 96-198) (1997) (dwelling should be sited on the parcel in a location not requiring a variance).

**2. Must the Variance be the Minimum Necessary?**

Commissioner Naito asked whether a variance could be issued for the entire road, or whether it must be issued for only the precise sections of the road for which there is a practical difficulty. Commissioner Naito's concern was that the road width would vary between 16/18/20 feet over its entire length.

Typically, a variance must be only the minimum necessary to allow reasonable use of the property. Godfrey v. Marion Cty, 3 Or. LUBA at 9. However, there is no requirement that the result of the variance be a ridiculous road design.

The Hearings Officer approved a road design which would require a narrowing of the road at one point. This may be a reasonable design. A road which varied in width multiple times might not be reasonable. The Board should make a finding about the reasonableness of the road design which it ultimately approves.

**3. Discretion in Finding a Practical Difficulty**

The Courts and LUBA have strictly construed the "practical difficulty" criterion and interpreted it to allow a variance only if the subject property would be virtually useless without the variance. Land Use (Oregon CLE 1994) § 11.21. However, LUBA defers to a decision-maker's own interpretation of its ordinance. Salem Golf Club v. City of Salem, 28 Or LUBA 582 ___ (1995) (City's interpretation of "practical difficulty criterion to mean "extremely difficult" as opposed to "no reasonable use of the property" was proper).

**Conclusions**

If the Board wishes to approve the agreement for a 16 foot road, it should:

1. adopt an interpretation of the code which requires that an applicant only demonstrate "extreme difficulty" to establish a "practical difficulty." This may set some precedence for future variance requests.
2. make findings demonstrating practical difficulties exist. The Board asked Mr. Protassy's attorney to draft findings for its consideration.

If the Board wishes to deny Mr. Protassy's appeal, it should

1. adopt an interpretation of the code requiring an applicant to demonstrate that the property would be useless without the variance;
2. determine that neither the Walnut trees, nor the utility poles constitute a practical difficulty;
3. find that the cost of the road does not constitute a practical difficulty;
4. find that Mr. Protassy could have built his house closer to the public road, thus eliminating his need to widen the road.

**William C. Cox** attorney at law

*Land Use and Development Consultation*

98 AUG -7 PM 2:17
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

August 7, 1998

Board of County Commissioners
Mult. County c/o Deborah Bogstad Clerk
1120 S.W. Fifth Avenue, Suite 1515
Portland, Oregon 97204

Via Facsimile to 248-3013

RE: Conditional Use CU 4-98
Minor Variance HV 7-98
Applicant Andre Protassy

Dear Ms. Bogstad,

This office requests a one week continuance of the above identified matter from August 13, 1998 until August 20, 1998 or a time suitable to the Commissions calendar. The purpose of the continuance is to allow additional time to prepare the proposed findings requested by the Commission and circulate them to the County Counsel's office and to whichever other offices the County Counsel suggests.

In making this request the applicant voluntarily extends the County's final decision due date by a number of days equivalent to the continuance granted.

Thank you for your continued courtesies in this matter. May I hear from you as soon as reasonable to know whether this continuance is granted and the new date if one is chosen.

Respectfully submitted,

William C. Cox, OSB 76110

WCC/abh

CC: *No copy or original by U.S Mail unless requested.
Jeff Litwak, Facsimile 248-3377
Client

0244 S.W. California Street • Portland, Oregon 97219 • (503) 246-5499 • FAX (503) 244-8750

#1

# SPEAKER SIGN UP CARDS

DATE 8/13/98

NAME Ray MATHIS

ADDRESS CITIZENS CRIME COMMISSION

PHONE 228-9736

SPEAKING ON AGENDA ITEM NUMBER OR TOPIC R-6 Homeless Issues

GIVE TO BOARD CLERK

#2 - I'd like to testify after Ray Mathis

# SPEAKER SIGN UP CARDS

**DATE** 8/13

**NAME** Andy Olshin

**ADDRESS** Staff of Homeless Youth Assessment Committee - Citizen's Crime Commission / APP

**PHONE**

**SPEAKING ON AGENDA ITEM NUMBER OR TOPIC** R-6

**GIVE TO BOARD CLERK**

#3

# SPEAKER SIGN UP CARDS

DATE 8/13/98

NAME Kathy Oliver

ADDRESS 1236 SW Salmon
Ptld 97205

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR TOPIC Hmlss Ath R-6

GIVE TO BOARD CLERK

MEETING DATE: AUG 13 1998
AGENDA NO: R-6
ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

# AGENDA PLACEMENT FORM

SUBJECT: **Commitment to Fund Services & Support of Homeless Youth**

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

REGULAR MEETING: DATE REQUESTED: AUGUST 13

AMOUNT OF TIME NEEDED: 20 MIN.

DEPARTMENT: Non-Departmental DIVISION:

CONTACT: STEVE MARCH TELEPHONE #: 248-5217
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: STEVE MARCH, LISA NAITO

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

FUNDING FOR DOWNTOWN HOMELESS YOUTH SERVICES

8/13/98 COPIES to Commissioners LISA NAITO, DIANE LINN, SHARRON KELLEY, GARY HANSEN, BEVERLY STEIN, STEVE MARCH, CHARLOTTE COMITO, RAMSAY WEIT, BILL FARVER, LOLENZO POE & MARY LI, EDDIE CAMPBELL & RHYS SCHOLES

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito
(OR)
DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 98 AUG -5 AM 11:53

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

MULTNOMAH COUNTY OREGON

# SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Lisa Naito, Commissioner, District 3

DATE: August 5, 1998

RE: Commitment to Fund Services and Support of Homeless Youth

---

1. Recommendation/Action Requested:

Commitment to provide at least $500,000 in funding to implement the plan for services for downtown homeless youth per Resolution 98-100.

2. Background/Analysis:

The Plan for Homeless Youth was developed under authority of the Board of County Commissioners Resolution 98-25 and accepted under Resolution 98-100, however funding for fiscal year 1998-99 was approximately $1.5 million short for the year. If the plan is implemented at the half year, January 1999, approximately $750,000 would be needed. Multnomah County could provide approximately $500,000 for service coordination, case management, short-term shelter, drug and alcohol treatment and other services. We can work with the City of Portland to provide for housing costs, for Transitional Housing is estimated at $468,000 for the year, or $234,000.

3. Financial Impact:

Current vacancies exist in General Funded positions and more occur through attrition. If managers are directed to capture the salary savings on positions that are currently vacant or that occur, that savings can be re-directed back to the General Fund for this purpose without any additional cost to the General Fund.

OREGON AFSCME LOCAL 189 UNION LABEL

4. Legal Issues:

NA

5. Controversial Issues:

Some departments may prefer to use salary savings for other uses within their budgets.

6. Link to Current County Policies:

The outcomes of the service model are linked to all three Urgent County Benchmarks: a) Reducing the number of Children in Poverty; b) Increasing high school completion; and c) Reducing Crime.

7. Citizen Participation:

Extensive citizen input went into the Plan.

8. Other Government Participation:

The City of Portland participated with development of the Plan along with Multnomah County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

| | | |
|---|---|---|
| Addressing Support and Services | ) | RESOLUTION |
| to Downtown Homeless Youth | ) | 98-25 |

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

a) Multnomah County is committed to building and supporting strong communities and families;

b) Youth are living on the streets of Portland due to a failure of community and family efforts to address problems in school, alcohol and drug addiction, child and sexual abuse, juvenile delinquency and other types of family and individual dysfunction;

c) Life on the streets can lead homeless youth to suffer from high rates of depression, low-self esteem, sexual risk taking and other self destructive behaviors;

d) A population of homeless youth downtown adversely affects the economic and cultural viability of downtown including the willingness of businesses to locate jobs or operations downtown, and citizens to live, work or shop downtown;

e) Multnomah County recognizes that it is neither safe nor appropriate for youth to be living on the streets. And that although the preference is for youth to be living with their families, many youth can not go home to their families because it is not safe for them to do so;

f) Multnomah County's priority is to help homeless youth exit street life;

g) The best way to help homeless youth exit street life and achieve success in their lives it to offer a comprehensive continuum of care that responds to the developmental stage of youth and holds youth accountable for entry level and more serious crimes through enforcement and sanctions.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. Multnomah County, through the Department of Community and Family Services, will take the lead in planning, implementing and distributing funds for support and services to homeless youth in the downtown Portland area;

2. The goal of the County's efforts will be to help youth leave the street and improve the safety and livability for all citizens who live and use downtown;

3. Immediate safety and the future well being of homeless youth is of equal importance so a balance must be created between short term relief from danger and long term programs that help youth transition to self sufficiency;

4. Multnomah County will insure that the service system for downtown homeless youth has the following attributes:

    i) Accountability to funders and the community by regular information provided to the community about program effectiveness and demographics
    ii) Clear, measurable outcomes and objectives for programs which have been agreed to in advance by all stakeholders
    iii) Flexibility, recognizing that a variety of programs and approaches are needed to address the needs of homeless youth
    iv) A continuum of services including assessment, emergency and transitional housing, case management, education, health care, employment services, alcohol and drug treatment and mental health services
    v) Maximum effective use of available resources which includes establishment of clear priorities for use of available resources

5. The Chair will appoint an ad hoc committee to plan for service delivery and use of public and private resources through an RFP process. The committee is charged with evaluating the current service delivery system, describing an ideal system for our community, agreeing on outcomes, making recommendations for use of available funding for services for homeless youth in the downtown Portland area and identifying additional policy issues which should be addressed. This resolution shall provide the conceptual and philosophical framework for this planning effort and its implementation.

6. The Department of Community and Family Services will staff the committee. It will include representatives from: the office of Mayor Vera Katz, the office of Commissioner Gretchen Kafoury, the Commission on Children and Families, the Downtown Neighborhood Association, the Northwest Network on Homeless and Runaway Youth, the Portland Police Bureau, the Citizens Crime Commission, the Association for Portland Progress, United Way of the Columbia Willamette, the academic community, an expert in evaluation and performance based management, the Multnomah County Department of Juvenile and Adult Community Justice, Project Luck, Portland Public Schools, the West Side Caring Community, and State Services to Children and Families.

7. The Department of Community and Family Services will report back to the Board of County Commissioners by July, 1998 regarding the outcome of the ad hoc committee, status report on the RFP process, and a timeline and action plans to implement the findings of the committee.

APPROVED this 2nd day of April, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Thomas Sponsler

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Relating to Support and Services ) RESOLUTION NO. 98-100
for Downtown Homeless Youth )

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

a) Multnomah County is committed to building and supporting strong communities and families;

b) Youth are living on the streets of Portland due to a failure of community and family efforts to address problems in school, alcohol and drug addiction, child and sexual abuse, juvenile delinquency and other types of family and individual problems;

c) Life on the streets can lead homeless youth to suffer from high rates of depression, low-self esteem, sexual risk taking and other self destructive behaviors;

d) A population of homeless youth in downtown Portland adversely affects the economic and cultural viability of Portland's downtown including the willingness of businesses to locate jobs or operations downtown, and citizens to live, work or shop in downtown Portland;

e) Multnomah County recognizes that it is not safe nor appropriate for youth to be living on the streets. And that although the preference is for youth to be living with their families, many youth can not go home to their families because it is not safe for them to do so;

f) Multnomah County's priority is to help homeless youth exit street life;

g) The best way to help homeless youth exit street life and achieve success in their lives is to offer a comprehensive continuum of care that responds to the developmental stage of youth and holds youth accountable for entry level and more serious crimes through enforcement and sanctions; and,

h) The ad hoc committee appointed by the Chair and authorized by prior Resolution No. 98-25 to evaluate the current service delivery system, describe and plan the optimal service delivery system,

establish service outcomes and make recommendations for use of available funding for services has completed its work.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. Multnomah County accepts the plan and recommendations of the ad hoc committee authorized by Resolution No. 98-25;

2. Multnomah County commits to providing the necessary leadership to fully implement the plan for services for downtown Portland homeless youth developed by the ad hoc committee by convening key stakeholders to address funding issues, advocating for policy changes in related systems, continuing to review and address the root causes of youth homelessness.

APPROVED this 30th day of July, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Thomas Sponsler

Multnomah County Department of Community and Family Services
Division of Community Programs & Partnerships

# Ad Hoc Committee on Downtown Portland Homeless Youth Services

## *EXECUTIVE SUMMARY*

of the
**Committee Report**
**on**
**Service Plan and Allocation Recommendations**

**July 1998**

# EXECUTIVE SUMMARY
## Downtown Homeless Youth Planning Committee
## Report on Recommendations for Service Delivery System

Introduction

In the spring of 1997 the Citizen's Crime Commission and the Association for Portland Progress issued a joint report entitled "Services to Homeless Youth in Portland". The report outlined what they believed were the needs of and service gaps for this population. The findings were critical of service providers, as well as County and City government, concluding that services to homeless youth were "inadequate, under-funded and poorly coordinated." The Crime Commission challenged Multnomah County to take a leadership role in planning and implementing a new service delivery system for homeless youth in downtown Portland.

The Multnomah County Board of County Commissioners adopted a resolution on April 2, 1998 addressing support and services for downtown homeless youth. In this resolution, Multnomah County, through the Department of Community and Family Services, agreed to take the lead in planning, implementing and coordinating a new service system for homeless youth. Board Chairwoman Beverly Stein appointed an ad hoc committee, comprised of community, business and government representatives, who were charged with developing a service delivery system for homeless youth. The attached report and its recommendations represents the culmination of a four month planning effort by this ad hoc planning committee.

The Challenge

The stated goals of the County's planning efforts were twofold. First, *devise a system that would help youth leave the street*, and second, *to improve the safety and livability for all citizens who live and use the downtown Portland area.* The County maintained that the service system would have the following characteristics:

- be accountable to funders and the community;
- outline clear, measurable objectives and outcomes for service programs and for the system;
- be flexible and recognize that a variety of programs and approaches are needed to address the needs of homeless youth;
- allow for a continuum of services; and
- maximize the effective use of available resources.

Understanding fully well that the immediate safety and the future well being of homeless youth is of equal importance, the planning committee concluded that *there is a need to balance funding between programs emphasizing short term relief from danger, and longer term programs that help youth transition from street life.*

The planning committee engaged in a variety of activities in its work to develop this service system. These activities included:

- gathering background data toward a profile of homeless youth and best practices for service delivery;
- developing a set of core values and principles as a foundation for the planning;
- gathering information to evaluate the current service delivery system;
- outlining the components of an ideal system;
- developing measurable outcomes for that system;
- offering recommendations for the use of available funding for services; and
- identifying additional policy issues that need to be addressed.

Core Values and Principles

In order to accomplish this task the Committee also developed a set of core values and principles at the outset of its work. These core values and principles were the foundation upon which the service delivery model decisions and system recommendations were eventually made. These core values and principles are found in the body of the report. However, the central tenet was the assertion that it is not acceptable that young people live on the street. The community must convey the message that we care about homeless youth and don't believe it is appropriate for them to live on the street.

Recommendations

The service model developed by the planning committee, has as its foundation, the core values and principles the group adopted to guide its work. The comprehensive service delivery system is broken out into two clusters: a core services cluster and a range of additional services. Together these two clusters of services:

- offer a full continuum of services to homeless youth;
- is a balance between short term relief and programs that help youth transition off the streets;
- is integrated and coordinated;
- ensure that services are developmentally appropriate; and
- ensure that services are culturally appropriate.

**Minimum Service Continuum**

The committee recommends that a minimum service package be funded in order for the system to function as intended, to meet its primary goals and for the outcomes to be achieved. The committee is aware that its minimum package exceeds currently available funding. The committee strongly believes that the recommended minimum package represents the essential components for a base system for homeless youth. This minimum service package is represented in the table below. Please reference the full report for additional details about each of these components.

| Service Component | Capacity | Cost |
|---|---|---|
| Basic Needs Services: Includes access to companionship, food, clothing, showers, basic first aid supplies and laundry facilities. | 1,000 youth per year | |
| Day/Night Common Space: A 24 hour a day place where youth can be off the streets and in a setting where they feel safe and welcome, and have some type of support, structure and guidance. | 2 FTE | |
| Receiving and Screening: All youth stopping into the day/night common space will be briefly screened by staff, and wherever possible, directed to services and resources. | 17.5 FTE | |
| Crisis Shelter: Access to 25 crisis shelter beds, for an average stay of 14 nights. May be co-located with the receiving and screening function. | 25 beds with a 14 night stay | |
| Assessment/Case Planning: Staff capacity to assess and assist in planning for youth utilizing the 25 crisis shelter beds. | 2 FTE | |
| (Subtotal includes purchase of a van, flexible funds, and mental health and ATOD staff capacity.) **Subtotal:** | | **$1,346,937** |
| Service Coordination/Case Management: Includes longer term case management services for youth who are committed to transitioning off the streets, and into short term shelter and other, longer term, housing. | 5 FTE, 75 youth at any given time | **$287,500** |
| Short Term Shelter: The availability of 30 beds for youth who have made a commitment to leaving street life. Youth will be able to stay a maximum of 4 months in the short term shelter. | 30 beds | **$424,062** |
| **Total Amount Recommended Minimum Service Package** | | **$2,058,499** |

**Additional Service Components**

The Committee also proposes a range of additional services that complete the continuum of services necessary to meet the full array of needs of the homeless youth population. The full body of the report contains a more detailed description of these services and the projected costs. These include:

Transitional Housing - congregate care options for up to 50 youth annually
Independent Living - scattered site apartments for up to 20 youth annually
Education - assisting youth to access educational opportunities
Employment - assisting youth to participate in services toward employability

Physical Health - assisting homeless youth to access existing health services (through the Oregon Health Plan)
Drug and Alcohol Treatment - access to alcohol, tobacco and other drug detox and treatment
Mental Health Services - access to mental health services through the Oregon Health Plan
Reduction of Sexually Transmitted Diseases - reducing STDs among the homeless youth population
Response/Crisis Counseling - Availability of a mobile response team linked to the receiving/screening functions
Outreach - Linked to receiving/screening function, but only to provide information and referrals to homeless youth.

## Conclusion

The Ad Hoc Planning Committee took its charge very seriously. The time and effort devoted to the development of this recommended service delivery system for downtown homeless youth represents months of meetings, lengthy discussions, and some difficult but considered choices around the service packages. In the end, the committee believes that the recommended service package, when fully implemented, will ensure that both of the system goals are met. Homeless youth will have access to basic resources, and community laws and regulations will be enforced for homeless youth.

Multnomah County Department of Community and Family Services
Division of Community Programs & Partnerships

# Ad Hoc Committee on Downtown Portland Homeless Youth Services

## Committee Report
## on
## Service Plan and Allocation Recommendations

July 1998

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## BACKGROUND

The homeless youth population in the downtown Portland area has been steadily increasing over the last several years. Homeless youth are defined as youth who are unable to return to their families. A large proportion of these youth come from dysfunctional families and have experienced abuse - physical, sexual and emotional. They no longer feel safe living with their families, may not feel accepted in school and are in search of a community where they feel welcome. A high percentage of homeless youth have been unsuccessful in foster care placements and don't see any other option other than living on the streets. Once on the streets these youth face further danger - exploitation, disease, hunger and depression. Providers estimate that there are 1,000 homeless youth annually, ranging from 12 to 21years old, who come from all parts of Multnomah County and other communities in Oregon.

In the fall of 1997 the Citizen's Crime Commission and the Association for Portland Progress issued a joint report entitled "Services to Homeless Youth in Portland". The report outlined what they believed were the needs of and service gaps for this population. The findings were critical of service providers, as well as County and City government, concluding services to homeless youth were "inadequate, under-funded and poorly coordinated." The Crime Commission challenged Multnomah County to take a leadership role in planning and implementing a new service delivery system for homeless youth in downtown Portland.

## THE CHARGE

On April 2, 1998 the Board of County Commissioners approved a resolution addressing support and services to downtown homeless youth. In this resolution, Multnomah County, through the Department of Community and Family Services, agreed to take the lead in planning, implementing and coordinating the service system for homeless youth in the downtown Portland area. (See attachment A for a copy of this resolution.)

Chair Beverly Stein empowered an ad hoc committee comprised of community, business and government representatives to make recommendations on building a new system. The stated goals of the County's efforts were to help youth leave the street, and to improve the safety and livability for all citizens who live in and use the downtown Portland area. Because the immediate safety, as well as the future well being of homeless youth, is of equal importance, there is a need to balance funding between programs emphasizing short term relief from danger, and longer term programs helping youth transition from street life. Multnomah County agreed to insure the service system would have the following attributes:

- be accountable to funders and the community;
- outline clear, measurable objectives and outcomes for service programs and for the system;
- be flexible and recognize that a variety of programs and approaches are needed to address the needs of homeless youth;
- allow for a continuum of services; and,
- maximize the effective use of available resources.

Multnomah County Chair Beverly Stein appointed an ad hoc committee of community, business and government representatives to develop a model for a new system. It was the committee's charge to:

- evaluate the current service delivery system;
- outline components of the ideal system;
- develop outcomes for that system;
- make recommendations for use of available funding for services; and
- identify additional policy issues that need to be addressed.

The committee was staffed by the Department of Community and Family Services and included representatives from Mayor Vera Katz's office, Commissioner Gretchen Kafoury's office,

Multnomah County Commission on Children and Families, Downtown Neighborhood Association, Portland Police Bureau, Citizen's Crime Commission, Association for Portland Progress, United Way of the Columbia Willamette, the academic community, Multnomah County Department of Juvenile Community Justice, Project Luck (representing the existing provider network), Portland Public Schools, West Side Caring Community, State Services to Children and Families, an expert in evaluation and performance based management, and two representatives from the homeless youth community. In order to prevent any actual conflict of interest (or appearance of), no one with a connection to any potential provider group planning on bidding for services for downtown homeless youth was included on this committee.

(See Attachment B for a list of committee members.)

## AD HOC COMMITTEE PLANNING PROCESS

Information Gathering

The committee began their task by gathering information about who are the homeless youth in downtown Portland, including information on numbers of homeless youth, demographic profiles, and the special needs of homeless youth.

*Demographics*

Dr. John Noell, from the Oregon Research Institute in Eugene, Oregon, was invited to present his recently published findings from a three-year study of 600 homeless youth in the downtown Portland area. Dr. Noell's definition of homeless youth is: "homeless youth are those youth who have not been home more than 30 days in the last 6 months, and not one day in the last 30 days." This definition distinguishes this group of youth from runaway youth. His findings and presentation challenged people's thinking about who homeless youth are, and outlined the dangers they face living on the street. His research revealed the following characteristics:

- Homeless youth are coming to the streets at various ages, but the majority of youth are between the ages of 17 and 21.
- Levels of serious depression for homeless youth are higher than the norm for the general adolescent population.
- Over 90% of homeless youth have used some form of drugs or alcohol.
- 36% of girls reported childhood sexual abuse.
- 38% of youth had been in foster care before coming to the streets.
- Although HIV infection is not high for this group, the nature of drug use and sexual behavior raises serious concerns for future HIV infection.

- Hepatitis C infection rates for boys are reportedly high.

- Homeless youth often trade or sell sex for basic needs.

Dr. Noell's research revealed that a large number of homeless youth have suffered from physical, sexual and emotional abuse, and stressed the need to create programs that rebuild homeless youths' trust in adults.

*Best Practices*

With this demographic profile as background, the Committee then examined best practices in working with homeless youth. National, regional and local experts, as well as homeless youth, were invited to provide information and opinions.

Steve Ice, Youth Program Specialist from Region X Administration for Children and Families, and Andrew Estep, Director of the Northwest Network for Homeless and Runaway Youth, were invited to present information on the Youth Development Model. They emphasized that youth whose childhood is marked by disruption, discontinuity, abuse, abandonment and neglect could benefit from the Youth Development Model. The Youth Development Model does not only focus on providing services, but also:

- offers youth an array of services and opportunities;

- provides chances for youth to become involved in their community; and,

- focuses on young people's strengths rather than their failings.

*Current System*

Current providers of services to homeless youth presented information on their programs. Representatives from Outside In, New Avenues for Youth, Greenhouse, De Paul Treatment Center and Willamette Bridge/Janus Youth Programs made presentations. Providers described the range of their current services, discussed their agencies' philosophies and talked about what segment of the homeless youth population they felt were best served by those philosophies. Each agency supplied information on their case management models, the number of youth they served annually and information on the outcome of their services. Two field trips were organized so that Committee members would have the opportunity to visit the current provider sites and observe their programs first hand.

*Homeless Youth*

Sixty homeless youth also offered written suggestions for services that they felt would best help them transition off the streets. Youth advocated for 24-hour access to services, particularly basic services such as food, shelter, showers and a safe place to be off the street. They emphasized

their need to know all the options that are available to them in order to make informed choices. They recommended there be more transitional housing, individualized screening and set standards and uniformity for case management services.

Development of Outcomes

In order to orient the Committee to a discussion on outcomes, Dr. Mike Hendricks, an expert in outcome measurement and a pro bono volunteer member of the committee, presented information about outcomes. His definition of an individual level outcome - a definition subsequently used by the committee - is "a benefit or change in an individual's or group of individuals' knowledge, skills, attitudes, values, behaviors, condition or status."

The Committee developed a framework for desired outcomes, including outcomes for program participants, the community and the overall system. This framework was guided by the philosophy of positive youth development, and emphasized that all outcomes be based on research. Furthermore, the framework is consistent with the outcome process described in the Oregon Commission on Children and Family's "Building Results: From Wellness Goals to Positive Outcomes for Oregon's Children, Youth and Families." This methodological construct presents outcomes that are meaningful, measurable, and linked to longer term, community-wide benchmarks. For youth to develop and succeed, they need:

- supportive communities, schools and neighborhoods;
- support and supervision;
- positive peer and adult relationships and the ability to be socially competent;
- a positive view of one's self and one's future;
- educational/vocational programs and success; and,
- a decrease in personal risk-taking behaviors.

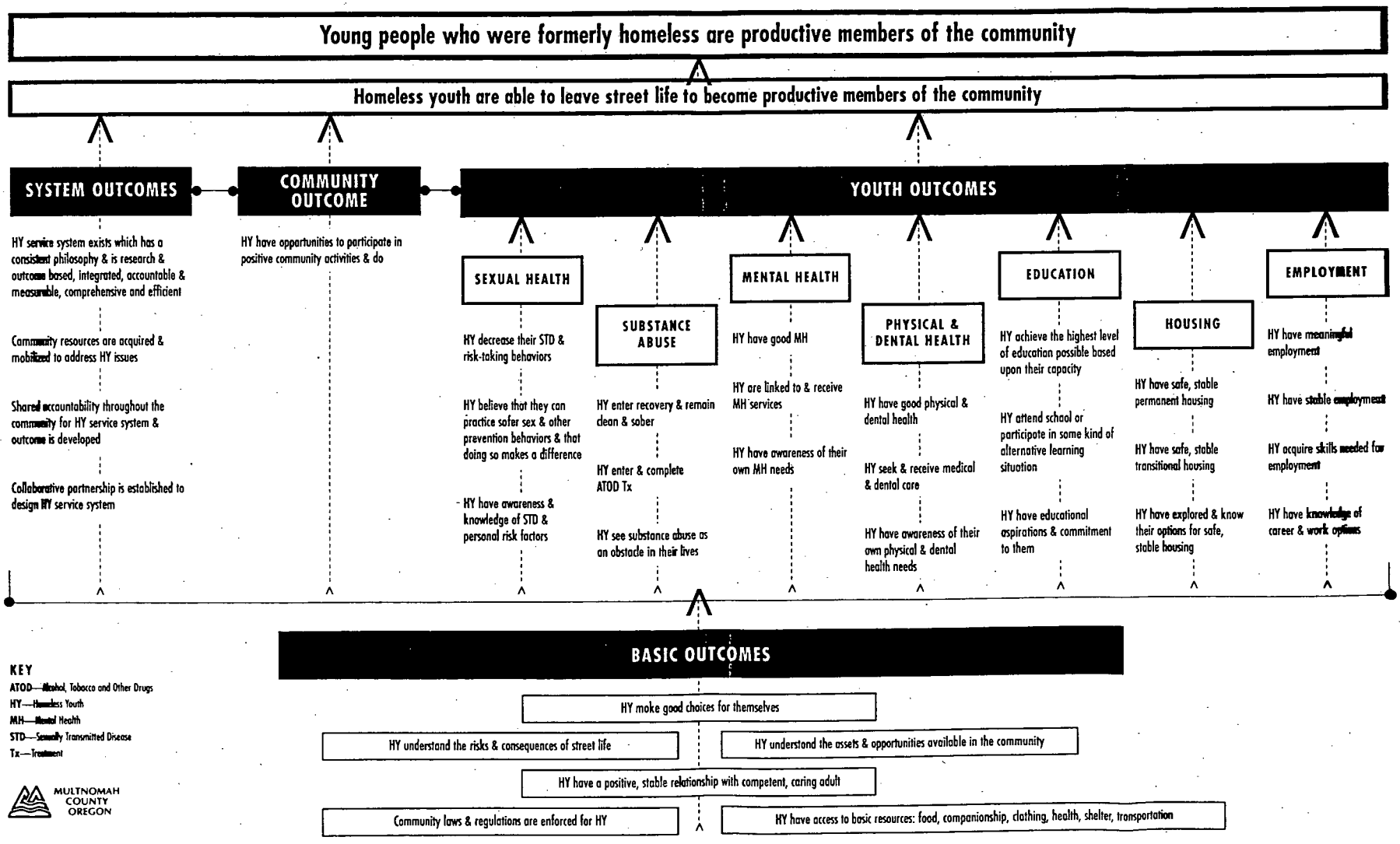
Outcomes Framework

The outcomes presented in the attached framework flow upward from two bottom lines: 1) *homeless youth will have access to basic resources and* 2) *community laws and regulations will be enforced for homeless youth.* The provision of access to basic resources is a way for the community to show it cares by providing support and supervision. The enforcement of community laws and regulations allows the community to convey the message that it cares for homeless youth, and shows that the community is willing to set boundaries.

The Committee developed a series of outcomes for youth, the system and the community so that ultimately, 1) young people leave the street, and 2) young people are no longer called homeless and become members of the community at large. In order to reach these over-arching outcomes, however, intermediate outcomes will need to be met for youth, the community and the system.

(The Committee has two versions of framework; one follows and the other is Attachment C.)

# DESIRED OUTCOME FRAMEWORK
# for DOWNTOWN PORTLAND HOMELESS YOUTH SYSTEM




**KEY**

ATOD—Alcohol, Tobacco and Other Drugs
HY—Homeless Youth
MH—Mental Health
STD—Sexually Transmitted Disease
Tx—Treatment

MULTNOMAH COUNTY OREGON

## GUIDING VALUES AND PRINCIPLES

Underlying and guiding the outcome framework is a set of core values and principles the Committee agreed upon at the outset of its work. These values are stated below:

1. It is not acceptable that young people live on the street. The Committee felt that as a community we must convey the message that we care about homeless youth and don't believe it is appropriate for them to be living on the streets.

2. There is a need to build the basis for access to a system of services.

3. Biological families should be held accountable for housing and caring for their young people even when they are not living with the family.

4. When families' structures fail and youth move to the street, the community has a responsibility to provide homeless youth with the support they need to move off the streets and become productive members of the community. Working from the model of positive youth development, the Committee believed that when families are unable to provide youth with support and structure it is the communities' responsibility to do so.

5. There needs to be a balance between short term relief from danger and long term programs that help youth transition off the streets. The Committee was in agreement that homeless youth must have access to basic needs 24 hours a day, 365 days of the year. This creed served as the foundation upon which to build the continuum of services.

6. All approaches to helping homeless youth must be developmentally appropriate. The Committee discussed the need to have programs geared not only to a youth's chronological age, but also to their developmental level. They believed that younger, homeless youth need to receive services separate from older homeless youth who have become more acculturated to the street life.

7. Enforcement of community rules and regulations does not in any way mean that being a young person, being poor, or being homeless, is a crime. The Committee believes that enforcement of regulations is a means to convey the message that the community cares enough about homeless youth to provide boundaries.

## PROPOSED SERVICE SYSTEM DESCRIPTION

The Committee designed an ideal service system based on the core values and principles described above. This service system:

- offers a full continuum of services to homeless youth;
- is a balance between short term relief and programs that help youth transition off the streets;
- is integrated and coordinated;
- is developmentally appropriate; and,
- is culturally appropriate.

The major service components include a *core service cluster* and *a range of additional services.*

Prioritization of services and costs are depicted in Table 1.

## Service: Core Service Cluster

A core group of services will be offered to downtown homeless youth up to their 21st birthday, 24 hours a day, 365 days a year. Core services provide basic needs, offer safety off the streets, give youth support and guidance from caring adults, and will be the first link to the broader system of services for homeless youth in the downtown Portland area. There will be no limit on how long or how often youth can access this core group of services. An estimated 1000 homeless youth will access core services annually. These core services are directly related to the two primary goals of the system:

* *Homeless youth have access to basic resources*
* *Community laws and regulations are enforced for homeless youth*

A group of providers, or one provider, can offer the core cluster of services. Core services may be offered in one or several locations, although the Committee assumed that if core services were offered in one location it would be more cost efficient. The Committee recommends that basic needs, the day/night common space and the receiving functions should be considered for co-location. Core services include:

**Basic Needs**: Youth will have access to companionship, food, clothing, showers, basic first aid supplies, and laundry facilities.

**Day/Night Common Space**: The common space will be a 24 hour place for homeless youth to be off the streets and in a setting where they feel safe and welcome, and have some type of structure, support and guidance. This will not be a place for youth to just "crash." During the day there will be a variety of activities in which youth can participate - job skills training, art, recreation, peer groups and opportunities to contribute to the common space and the larger community through volunteer opportunities. Homeless youth will have the opportunity to give back to, and be a part of, the community they live in through community involvement. A volunteer coordinator attached to the day/night common area will coordinate opportunities in the downtown Portland area for homeless youth, organize activities and training, and make sure there is a connection between homeless youth and the larger community. It is an expectation that community involvement will be a part of each youth's individual plan.

Although the preference is for youth to sleep in the crisis shelter at night, there will be some youth who can't, or won't, enter the crisis shelter. The recommendation calls for an overnight common space for those youth. Youth can use the common space with no strings attached. However, all youth will be screened by staff who will let them know what options they have, and encourage youth to take advantage of the resources available. During the day, the common space will be able to accommodate 50 youth at a time. At night the common space will accommodate 25 youth at a time. Twenty-five other youth will be in the crisis shelter beds.

**Receiving and Screening**: The receiving/screening function will be a central component of the day/night common area. No matter the referral source or process, staff will screen all youth. Screenings will be brief, and whenever possible youth will be immediately directed to other services. Screening staff will not assume that all youth are homeless, but will explore all options for services and housing - detox, medical care, reunification with family, runaway shelter, and crisis beds. For youth determined to be homeless, staff will offer them support and linkage to an array of other services.

**Crisis Shelter**: There will be 25 crisis shelter beds youth can stay in for an average of 14 nights. The crisis shelter can be considered for co-location with the common space and receiving function. If services are co-located, there will be a separation of common areas and sleeping areas. If not co-located, services in separate locations will be coordinated and integrated. Youth in the crisis shelter will have limited storage space available. Youth will not be allowed to sleep during the day unless there is an employment or medical reason. Special arrangements will be made for homeless youth who are parenting.

**Assessment/Case Planning**: Assessment specialists will be available to provide assessment and case planning for youth who utilize the 25 crisis beds. They will provide a more in-depth assessment than the initial screening. Assessment staff will help youth explore all their options for housing and services, and develop an initial case plan. One of the options will be referral to Service Coordination and the short-term shelter.

Assessment staff will provide an average of 20 assessments per week, and have an average of 20-30 youth on their caseload at one time.

With co-location the staffing and costs for the above set of services would be $1,346,937. This is broken out in the manner below:

**Cost:**

| | |
|---|---|
| 1 FTE Community Coordinator | |
| 1 FTE Shelter Coordinator | |
| 17.5 FTE Screening/Receiving Staff | |
| 2 FTE Assessment Specialists | |
| 1 Van | |
| **Subtotal** | **$981,937** |
| Flexible funds for mental health & education | $65,000 |
| Funds for FTE for mental health and ATOD services | $300,000 |
| **Total core services** | **$1,346,937** |

Costs for Coordinators and Service Coordinators/Case Managers are based on salaries of $40,000 per year including fringe benefits with 15% added for administration and 25% for materials and supplies. Costs for other staff based on salaries of $30,000 per year including fringe benefits with 15% added for administration and 25% for materials and supplies.

## Service: Service Coordination/Case Management

Youth who are committed to transitioning off the street will move out of the crisis shelter into other housing. This may include short-term shelter, transitional housing, or scattered site housing. At the point they make this commitment they will begin to work with a Service Coordinator/Case Manager.

The Service Coordinator/Case Manager will ensure youth are linked to appropriate services, facilitate coordination of those services, and monitor their progress through the service system. The Service Coordinator/Case Manager will be a competent, caring adult who offers youth support and encouragement, and someone with whom they can have a long-term relationship. They will encourage youth to participate in activities that will strengthen their sense of competence and build skills for life. The Service Coordinator/Case Manager will help youth register to vote, access volunteer, recreational, and cultural opportunities in the downtown area, and learn to participate in the larger community. Youth will have the ability to access services outside the cluster of core services, such as education and employment services, on their own.

Service Coordinators/Case Managers will also identify emerging system-wide issues, work with the larger service system and participate in the collection of data. An estimated 100 youth will be working with the team of Service Coordinators/Case Managers at a any given point in time. Of those 100 youth, 30 will be in short term shelter, 50 in transitional housing, and 20 in independent housing. Some youth will need a higher level of contact than others, so Service Coordinators/Case Managers will work with youth all along the continuum of housing. Each coordinator will have a caseload of approximately 15 youth at any given time.

This model takes into consideration that case management services are included in the funding for the McKinney transitional beds. Staffing and costs for these services are:

**Cost:**

| | |
|---|---|
| **5 FTE Service Coordinator/Case Managers** | **$287,500** |

## Service: Short-term Shelter

Short-term shelter will be available for 30 youth up to their 21st birthday, who are in service coordination and have made a commitment to transition off the streets. This shelter will be open 24 hours a day (youth who verify that they are working swing or night shift will be able to enter the shelter when their work shift is over). Youth will also have a place to store their belongings, and all shelter will be provided in a developmentally appropriate manner. The shelter will be a place where youth feel safe, and continue to get guidance from caring adults. Youth will have the opportunity to contribute to the shelter community through chores and through participation in shelter management. Youth will be able to stay a maximum of 4 months at the short term shelter, provided they continue to work with their Service Coordinator/Case Manager and follow through with their case plan. This shelter will be an interim step before youth move into transitional housing. Shelter staff will communicate and coordinate with each youth's Service Coordinator/Case Manager. Staffing costs for this service are:

**Cost:**

| | |
|---|---|
| 1 FTE shelter coordinator | $ 57,500 |
| 8.5 FTE ( 2 night and swing shift staff, and 1 day shift staff, 7 days a week) | $366,562 |
| **Sub-Total short-term shelter** | **$424,062** |

## Service: Transitional Housing

There will be a variety of congregate care transitional housing options available for up to 50 youth. Congregate care includes host family, group home, or dormitory-style housing with 24 hour supervision. These facilities will not just be in the downtown area, but will be located throughout the greater Portland area. Youth will live in groups of 5-7 with 24 hour supervision. Youth need to participate in case management to enter and remain in transitional housing. In addition, they must be in school, in a vocational or training program, and employed while they are living in transitional housing. Youth will have opportunities to participate in and contribute to their living communities through helping develop house rules, participating in chores, attending house meetings, and acting as peer counselors. Youth will also be encouraged to participate in the larger community in which they live by acting as representatives on committees, and by getting involved in neighborhood issues and activities. Youth will most likely be in transitional housing for an average of six months to one year, but are eligible to remain for up to two years. The housing staff will be in contact with Service Coordinators/Case Managers to be sure youth are continuing to follow their case plans.

The Committee recommends funding 10-14 beds of additional transitional housing. The system currently has 7 beds of transitional housing in a group home model, and Multnomah County has submitted an application to HUD (McKinney) for 32 additional beds in a combination of group home and dorm models. Costs for an additional 10 to 14 beds in a group home/dorm model include:

### Cost:

| | |
|---|---|
| **Additional 10-14 beds** | **$300,000** |

## Service: Semi-Independent Living

There will be individual, scattered site apartments for 20 youth throughout the greater Portland area. Youth who have been successful in supervised transitional housing and are ready for more independent living will be moving into these apartments, which will be transitional in nature. Youth living in apartments will be working or going to school, will have skills to live successfully on their own and will be involved in the community. They will have limited case management and will be expected to contribute to the monthly rent. Service Coordinator/Case Managers will continue to maintain contact with youth and be available for problem solving and intervention, as necessary.

### Costs:

| | |
|---|---|
| **20 units w/rent & utilities @ $700 per unit** | **$168,000** |

## Service: Education

Service Coordinators/Case Managers will explore a variety of educational opportunities with homeless youth. Homeless youth will have access to Portland Public Schools. Alternative programs and traditional high school programs will offer course work leading to a diploma and Certificates of Initial and/or Advanced Mastery. Other options include earning a GED or participating in professional/technical programs.

Service Coordinators/Case Managers will refer homeless youth to the Portland Public School "Project Return" which will: 1) assess student needs and place students in appropriate school programs; 2) refer students who may be eligible for Special Education and may need Individualized Education Plans; and, 3) assist youth to enter Community College and other specialized educational programs. Secondary level (high school) educational services will be provided by Portland Public Schools.

### Costs:

**Flexible funds that are attached to service coordination.**
**Assessment and referral costs will be part of service coordination costs.**

## Services: Employment

Homeless youth will have an opportunity to participate in services that will help them access employment services through a variety of settings - pre-employment training, career counseling, subsidized job training, mentorship/job shadowing, job placement and job retention services. An employment counselor/coordinator will work with youth to help link them to the appropriate level of service, to provide support and encouragement, and to organize employment related activities - goal setting, computer training, resume writing, and interviewing to name a few. The employment counselor/coordinator will help youth explore their strengths and set career goals. Services may include access to subsidized, unsubsidized or entrepreneurial programs. Services will be developmentally appropriate, with community involvement activities for younger youth. Youth who are (and remain) employed will have a direct link to the transitional housing program.

Service Coordinators/Case Managers will work with the employment counselors to insure that youth are receiving services that best meet their needs. The employment counselors will provide Service Coordinators/Case Managers with training regarding the job system, will be available to provide technical assistance, and will organize special projects. The Homeless Youth System will work in conjunction with the Work Force Development Board to ensure that these services are available for homeless youth.

### Costs:

**Costs of access are included in service coordination.**
**Develop linkages with Workforce Development Board**

## Service: Physical Health

Core services will include basic first aid and screening for immediate medical needs. Youth needing immediate medical attention will be referred to the emergency medical system. The focus will be on helping homeless youth access the existing system through enrollment in the Oregon Health Plan and sign up with a primary health care provider. Service Coordinators/Case Managers will insure youth sign up and remain on OHP, and will help refer them to ongoing services.

Information about health promotion and wellness activities will be a part of the activities that take place in the common area. Topics will include tobacco cessation, safe sex practices, alcohol and drug issues, nutrition, recreation, relaxation and exercise.

### Cost:

**Costs of access are included in service coordination.**

## Service: Drug and Alcohol Treatment

Homeless youth will be screened for the need for detox and alcohol and drug services. As stated, Assessment and Service Coordinators/Case Managers will help youth enroll in OHP. They will assist with referrals and access to ATOD treatment - inpatient treatment, outpatient treatment, smoking cessation, Narcotics Anonymous, and Alcoholics Anonymous. Service Coordinators/ Case Managers will continue to support youth in recovery. There will be 5 detox beds available for youth under 18, 10 beds of 30-day in-patient treatment, and unlimited access to outpatient treatment for youth. Service Coordinators/Case Managers will receive training regarding substance abuse issues and treatments.

The homeless Youth System will work with the Alcohol & Drug system to help them seek funding for detox service through existing and possible new sources of State and local funding.

### Cost:

**5 beds detox** **$299,000**

## Services: Mental Health

Homeless youth will access mental health services through the Oregon Health Plan. Flexible funds will allow Service Coordinators/Case Managers to bring homeless youth into services differently, collaborate with mental health providers, and bring mental health services on-site. These funds will be used to fill the gaps not met by OHP and the managed care system. Flexible funds can be used for services such as: group counseling, individual counseling, assessment and psychological testing. Service Coordinators/Case Managers will work closely with a variety of mental health providers to make referrals and to advocate for access to the system. Service Coordinators/Case Managers will identify gaps in service and advocate for youth on a systems level.

Service Coordinators/Case Managers, screening and assessment staff will receive training in understanding issues of mental health, medication management and dual diagnosis.

### Costs:

**Flexible client service funds are attached to service coordination.**
**Access to the system is a cost of case management.**

## Service: STD Reduction

Outreach to homeless youth regarding sexually transmitted diseases (STD) and safe sex practices will be a function of the Outreach program. Outreach workers, including peer educators, will provide homeless youth with information and materials regarding STDs and safe sex practices, including culturally specific outreach to male homeless youth who have sex with males. Homeless youth over 18 will have access to a needle exchange program and will receive HIV/STD prevention support and referral for immediate needs. Homeless youth will have peer education opportunities to provide community service, get paid and develop early job skills. Service Coordinators/Case Managers and staff for core services will receive training in delivering culturally competent services to gay, lesbian, transgender, bisexual and questioning youth.

### Cost:

**Costs are part of the Outreach Program.**

## Service: Outreach

There will be an outreach component linked to the receiving/screening function that is different from the response function. The Outreach Team can be staffed by volunteers or peers and will have no other expectation other than contact with youth and providing information about services and resources available to homeless youth in the downtown Portland area. Youth who are, or who have been homeless, will be encouraged to be a part of the outreach effort.

### Cost:

**This service is being covered by existing service system outside the Downtown Homeless Youth System.**

## Service: Response Team

A mobile response team will be linked to the receiving/screening function. The response team can be in the same location or in a separate location. The response team will have the ability to go out into the community to not only respond to a youth who is in crisis, but also to respond to other community concerns. This team will be staffed by highly trained professionals who can screen for mental health, Alcohol Tobacco and Other Drugs (ATOD) and other issues. They will have access to mental health specialists and clinicians. Acceptance of these services is voluntary on the part of the young person.

The Committee recommends that this function be considered for a pilot project with possible private or grant funding.

**Cost:** **$210,000**

# TABLE 1

| Service | Cost |
|---|---|
| 1. Core Service Cluster<br>Basic Needs<br>Day Night Common Space<br>Receiving/Screening<br>Assessment/Case Planning<br>Crisis Shelter | $981,937 |
| 2. Service Coordination | $287,500 |
| Flex funds for education & mental health | $65,000 |
| 3. Short-Term Shelter | $424,062 |
| 4. Transitional Housing (10-14 beds) | $300,000 |
| 5. Supported Independent Living (20 units) | $168,000 |
| 6. Funding for FTE for mental health and ATOD | $300,000 |
| **System Total** | **$2,526,499** |
| **Current Funds Available** | **$1,011,376** |
| **Difference** | **$1,515,123** |
| Response team* | $299,000 |

*Although the Committee felt the response function was important, they did not feel it was essential to the core package.

## CRITICAL CONSIDERATIONS

**The Committee strongly recommends that a minimum package of services must be funded, even if it exceeds currently available funding, in order for the system to function and the outcomes achieved.** Additional prioritized and non-prioritized services beyond the scope of this Committee, are services that can be added as funding becomes available or are services that could be funded elsewhere.

The **minimum package** includes:

- basic needs
- common space
- receiving & screening
- assessment
- crisis shelter
- service coordination
- short-term shelter

With 7 current **transitional housing beds,** and the possibility of 32 new beds through the 1998 HUD/McKinney application, the committee felt that an additional 10-14 beds would reach the goal of 50 beds. If the 32 beds are not funded through McKinney, this recommendation will be revisited.

**Flex funds** to fill in gaps in the Oregon Health Plan for mental health services, and to provide for specialized educational programs, were felt to be essential and difficult to fund through other means.

The Committee heard from several sources the importance of **detox services** for youth under 18. Although the Committee felt this was very important they recommended partnering with the A&D system to advocate for funding of a youth detox through existing or possibly new funding.

In order to make the best use of available resources, the Committee believes that the best way to achieve the **employment** outcomes is to work with the Workforce Development Board.

Changes in the recommended service model were made after youth service providers and other interested persons were given the opportunity to review the draft recommendations. The number of Service Coordinators/Case Managers was increased to five and the ratio of staff to youth was changed to 1 to 15. The function of supported independent living was clarified.

## ANALYSIS

This service model is both qualitatively and quantitatively different from the current system.

The Committee recognizes that the current system has been inadequately funded. The current system operates in a piecemeal fashion where funding is only available to fund night time shelter, limited day drop-in, and crisis shelter only during the winter months. The committee is recommending a new system that will remediate the problems of the current system. The new system is designed to offer core services to youth up to their 21st birthday, 365 days a year, 24 hours a day.

The new system will be fully integrated and coordinated so that there is a continual flow of information between the variety of service providers. Service Coordinators/Case Managers will be responsible for monitoring youth's progress through the system and ensuring that they are progressing through the system. Programs will have clearly identifiable and measurable objectives and outcomes. Funding for staff positions will be at a level to allow salaries that attract and retain highly trained and professional staff.

The new system will encourage a connection between the larger downtown community and homeless youth, and will help youth build and develop their skills and strengths. Multnomah County will be responsible for coordinating the overall system and making sure the model is fully implemented.

## ADDITIONAL POLICY ISSUES TO BE ADDRESSED

There are four advocacy issues that the Committee has identified as needing additional discussion and attention beyond the scope of this plan. It is the intent of the Committee that these issues be referred to the Board of County Commissioners for their further attention.

### Foster Care

A significant number of homeless youth have come from the foster care system. Many of these are younger youth who are not yet ready for independent living. The Committee felt strongly that there is a need to advocate with the State Office for Services to Children and Families to provide housing for this younger-aged group of homeless youth.

### Singles System

Although some homeless young people ages 18-21 identify themselves as belonging in the single adult homeless system, many do not. Many homeless youth are developmentally and emotionally at a much earlier stage and feel threatened and uncomfortable in the adult system.

The Committee advocates exploring how the adult singles system might develop services that are better able to accommodate persons 18-21 years old.

### ATOD Services

The Committee heard from a number of sources that there is a need for detox services for youth under 18. Currently there are few places where youth under 18 can receive medically supervised detox services. Although this service is an essential part of the model, the Committee felt that funding for this service should come from the ATOD system. The Committee proposes that the ATOD service system and business community advocate with the State so that existing and new funding resources can be allocated for this service.

### Response Team

The Committee heard information about a response function that has worked well with homeless mentally ill adults. They felt that this function could be funded as a pilot project in order to assess its effectiveness in working with a homeless youth population. They recommend that funding sources for this project be explored.

## FUTURE SYSTEM MONITORING ISSUES

There are a number of areas the Committee believed should be carefully monitored with adjustments to the service system made as necessary, including:

- The balance between crisis beds and overnight common area slots needs to be re-evaluated in 6 months. The report recommends space for 25 youth in the common area and 25 youth in crisis beds. Data on use of these spaces will help determine if this is the right balance.

- The number of Service Coordinators/Case Managers is funded at 5 FTE. Service Coordinators/Case Managers are an essential part of the model. The number and ratio of staff to clients will need to be re-evaluated as the model is implemented.

- The number of transitional beds recommended will need to be revisited to make sure that there are enough beds for youth to move through the system. The Committee's recommendations for transitional beds is dependent on 32 transitional beds being funded by the 1998 HUD/McKinney grant.

- Recommendations for both physical and mental health are dependent on access to the Oregon Health Plan. Modifications may be necessary as changes occur in the health arena.

## CONCLUSION

This recommended service model represents the Committee's best estimate of the needs of Portland's downtown homeless youth. It was developed with the goal of creating a system that would truly address the needs of homeless youth and enable them to leave the streets. The Committee recommends that a minimum package of services be funded in order for the system to function and the goal to be met. The Committee is prepared to evaluate the new system periodically and to recommend adjustments where needed.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Addressing Support and Services to Downtown Homeless Youth ) RESOLUTION

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

a) Multnomah County is committed to building and supporting strong communities and families;

b) Youth are living on the streets of Portland due to a failure of community and family efforts to address problems in school, alcohol and drug addiction, child and sexual abuse, juvenile delinquency and other types of family and individual dysfunction;

c) Life on the streets can lead homeless youth to suffer from high rates of depression, low-self esteem, sexual risk taking and other self destructive behaviors;

d) A population of homeless youth downtown adversely affects the economic and cultural viability of downtown including the willingness of businesses to locate jobs or operations downtown, and citizens to live, work or shop downtown;

e) Multnomah County recognizes that it is not safe nor appropriate for youth to be living on the streets. And that although the preference is for youth to be living with their families, many youth can not go home to their families because it is not safe for them to do so;

f) Multnomah County's priority is to help homeless youth exit street life; and,

g) The best way to help homeless youth exit street life and achieve success in their lives is to offer a comprehensive

continuum of care that responds to the developmental stage of youth and holds youth accountable for entry level and more serious crimes through enforcement and sanctions.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. Multnomah County, through the Department of Community and Family Services, will take the lead in planning, implementing and distributing funds for support and services to homeless youth in the downtown Portland area;

2. The goal of the County's efforts will be to help youth leave the street and improve the safety and livability for all citizens who live and use downtown;

3. Immediate safety and the future well being of homeless youth is of equal importance so a balance must be created between short term relief from danger and long term programs that help youth transition to self sufficiency;

4. Multnomah County will insure that the service system for downtown homeless youth has the following attributes:

    i) Accountability to funders and the community by regular information provided to the community about program effectiveness and demographics
    ii) Clear, measurable outcomes and objectives for programs which have been agreed to in advance by all stakeholders
    iii) Flexibility, recognizing that a variety of programs and approaches are needed to address the needs of homeless youth
    iv) A continuum of services including assessment, emergency and transitional housing, case management, education, health care, employment

services, alcohol and drug treatment and mental health services

v) Maximum effective use of available resources which includes establishment of clear priorities for use of available resources

5. The Chair will appoint an ad hoc committee to plan for service delivery and use of public and private resources through an RFP process. The committee is charged with evaluating the current service delivery system, describing an ideal system for our community, agreeing on outcomes, making recommendations for use of available funding for services for homeless youth in the downtown Portland area and identifying additional policy issues which should be addressed. This resolution shall provide the conceptual and philosophical framework for this planning effort and its implementation.

6. The committee will be staffed by the Department of Community and Family Services. It will include representatives from: Mayor Vera Katz's office, Commissioner Gretchen Kafoury's office, the Commission on Children and Families, the Downtown Neighborhood Association, the Northwest Network on Homeless and Runaway Youth, the Portland Police Bureau, the Citizens Crime Commission, the Association for Portland Progress, United Way of the Columbia Willamette, the academic community, an expert in evaluation and performance based management, the Multnomah County Department of Juvenile Community Justice, Project Luck, Portland Public Schools, the West Side Caring Community and State Services to Children and Families.

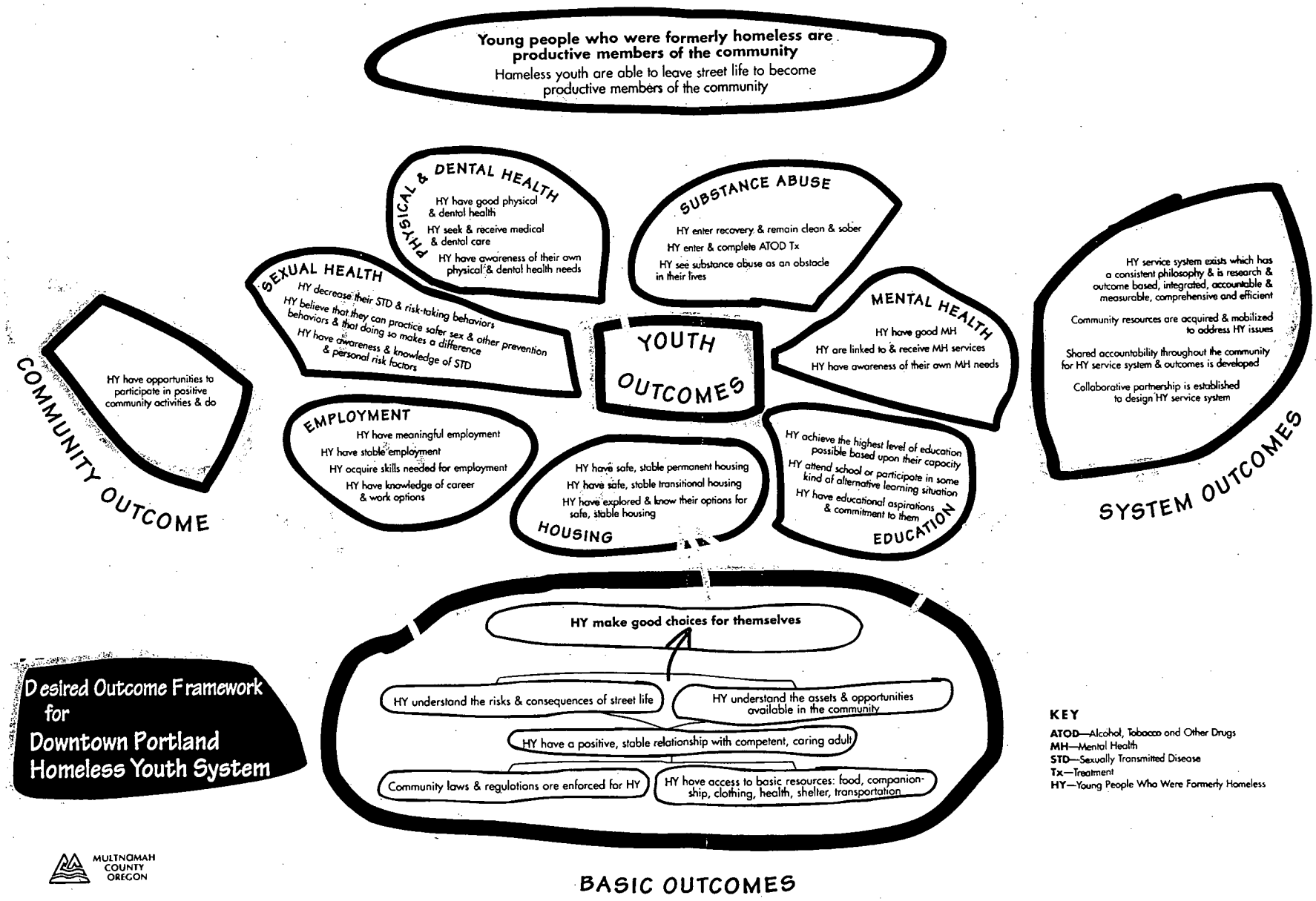
7. The Department of Community and Family Services will report back to the Board of County Commissioners by July 1998 regarding the outcome of the ad hoc committee, status report on the RFP process and a timeline and action plans to implement the findings of the committee.

APPROVED this 2nd day of April, 1998.

ATTACHMENT B

# List of Committee Members

| | |
|---|---|
| Jim Clay<br>Multnomah Commission on Children and Families<br>421 SW 6th Avenue, 10th Floor<br>Portland, OR 97204<br>248-3527 | Janet Miller<br>Tri-County Youth Consortium<br>4829 MLK Blvd<br>Portland, OR 97223<br>281-6151 |
| Chet Edwards<br>Portland Public Schools<br>2508 NE Everett<br>Portland, OR 97230<br>916-5783 | Andy Olshin<br>Homeless Youth Advisory Committee<br>3728 NW Thurman<br>Portland, OR 97210<br>916-0967 |
| David Fuks<br>Edgefirld Children's Center<br>2408 SW Halsey<br>Troutdale, OR 97060<br>493-4020 | Jennifer Patterson<br>Homeless Youth Representative<br>Portland, OR |
| Alexia Halen<br>Services for Children and Families<br>500 Summer Street NE, 2nd Floor<br>Salem, OR 97310<br>(503) 945-6690 | Sgt. David Pool<br>Portland Police Bureau<br>1036 NE 9th<br>Portland, OR 97209<br>823-2100 |
| Mike Hendricks<br>Independent Consultant Outcome Measures<br>1912 SE Elliott Avenue<br>Portland, OR 97214<br>235-4080 | Rev. Patricia Ross<br>Downtown Neighborhood Association<br>1126 SW Park<br>Portland, OR 9724<br>228-7219 |
| Ron Hill<br>University of Portland School of Business<br>5000 N Willamette Blvd<br>Portland, OR 97203<br>283-7224 | Rachael Silverman<br>Bureau of Housing & Community Development<br>808 SW 3rd, Suite 600<br>Portland, OR 97204<br>823-2378 |
| Rick Jensen<br>Department of Adult and Juvenile Justice<br>1461 NE 68th Street<br>Portland, OR 97213<br>306-5698 | Tom Sjostrom<br>Association for Portland Progress<br>720 SW Washington, #330<br>Portland, OR 97205<br>226-7025 |
| Justin Lewis<br>Homeless Youth Representative<br>Portland, OR | Anne Stone<br>West District Caring Community<br>18935 SW Almonte Court<br>Aloha, OR 97007<br>649-6535 |


Young people who were formerly homeless are productive members of the community
Hameless youth are able to leave street life to become productive members of the community
PHYSICAL & DENTAL HEALTH
HY have good physical & dental health
HY seek & receive medical & dental care
HY have awareness of their own physical & dental health needs
SUBSTANCE ABUSE
HY enter recovery & remain clean & sober
HY enter & complete ATOD Tx
HY see substance abuse as an obstacle in their lives
SEXUAL HEALTH
HY decrease their STD & risk-taking behaviors
HY believe that they can practice safer sex & other prevention behaviors & that doing so makes a difference
HY have awareness & knowledge of STD & personal risk factors
MENTAL HEALTH
HY have good MH
HY are linked to & receive MH services
HY have awareness of their own MH needs
YOUTH OUTCOMES
COMMUNITY OUTCOME
HY have opportunities to participate in positive community activities & do
EMPLOYMENT
HY have meaningful employment
HY have stable employment
HY acquire skills needed for employment
HY have knowledge of career & work options
HY have safe, stable permanent housing
HY have safe, stable transitional housing
HY have explored & know their options for safe, stable housing
HOUSING
HY achieve the highest level of education possible based upon their capacity
HY attend school or participate in some kind of alternative learning situation
HY have educational aspirations & commitment to them
EDUCATION
HY service system exists which has a consistent philosophy & is research & outcome based, integrated, accountable & measurable, comprehensive and efficient
Community resources are acquired & mobilized to address HY issues
Shared accountability throughout the community for HY service system & outcomes is developed
Collaborative partnership is established to design HY service system
SYSTEM OUTCOMES
HY make good choices for themselves
HY understand the risks & consequences of street life
HY understand the assets & opportunities available in the community
HY have a positive, stable relationship with competent, caring adult
Community laws & regulations are enforced for HY
HY have access to basic resources: food, companionship, clothing, health, shelter, transportation
BASIC OUTCOMES
Desired Outcome Framework for Downtown Portland Homeless Youth System
MULTNOMAH COUNTY OREGON
KEY
ATOD—Alcohol, Tobacco and Other Drugs
MH—Mental Health
STD—Sexually Transmitted Disease
Tx—Treatment
HY—Young People Who Were Formerly Homeless

**BOGSTAD Deborah L**

**From:** NAITO Lisa H
**Sent:** Wednesday, August 05, 1998 9:04 AM
**To:** #ALL A&T USERS; #ALL LIB ADMIN USERS; #ALL ISD KELLY BUILDING; #ALL MCSO HASSALO USERS; #ALL TCOM USERS; #ALL ACJ USERS; #ALL DCFS USERS; #ALL LPSCC USERS; #ALL MCCF USERS; #ALL PDXLAN USERS; #ALL 102 DENTAL; #ALL AGING SERVICES; #ALL ANIM-CTRL USERS; #ALL BRIDGE USERS; #ALL DA-LAN USERS; #ALL DCC USERS; #ALL MORRISON BLDG USERS; #ALL ELECTIONS USERS; #ALL FORD USERS; #ALL FACILITIES USERS; #All SCHOOL COMMUNITY DENTAL; #ALL MCCOY HLTH USERS; #ALL JUV LAN USERS; #ALL MARLENE HEALTH; #ALL NE HLTH USERS; #All SE HEALTH; #ALL TRAN USERS; #ALL TSCC USERS
**Subject:** Oregonian Article regarding Homeless Youth Services Plan

The article in today's Metro Section of the Oregonian contained some inaccuracies regarding Comm. Naito's proposal to fund the Homeless Youth Services Plan. The following is the actual proposal she sent to the other Commissioners. Please do not hesitate to call me if you have questions or comments.
Thanx,
Charlotte Comito
Assistant to Comm. Lisa Naito

# memorandum

**Date:** August 5, 1998

**To:** Board of County Commissioners
**From:** Lisa Naito, Commission District 3
**RE:** Homeless Youth Services

We all agreed, at the last Board meeting, that funding for the Homeless Youth Services Plan is a top priority. The Plan is designed to meet the critical needs of these homeless youth and is a consensus approach of business leaders, service providers and government. We agree on what needs to be done, now we need to do it!

I believe addressing the needs of these children and young adults constitutes an emergency that has been inadequately addressed for too long. As long as 14-year-old children sell their bodies for food in Portland, we have an emergency situation. Therefore, I urge the County take emergency action to fully fund this plan now.

As you know, I did not have the opportunity to vote on the current budget, nor was I given the opportunity to include my priorities in the budgeting process. My suggestion to cut approximately $300,000-$400,000 and divert that money to services for children and youth was rejected. The Plan as outlined requires $1.5 million over current spending for a full year, or $750,000 for six-months. I believe Multnomah County can come up with at least $500,000 for the first six months of implementation of the Plan.

The first step I am proposing is to place an immediate hiring "pause" on all non-essential personnel positions that are General Fund funded. Many of the positions authorized in the FY98-99 Budget have yet to be filled and additional vacancies exist due to attrition. If a temporary hiring "pause" is continued for just three months the savings are substantial. The City of Portland should take similar action.

For Multnomah County alone, if just **one-sixth** of approximately 300 vacancies are General Fund positions and they have an average wage and benefits cost of $40,000, the savings over the next three months could total over $500,000. While these savings would occur over the broad spectrum of County services and would require some budget modification to target the funds for Homeless Youth, this approach would not require any program cuts, but rather just some postponement of hiring or filling positions, many of which are new. Community and Family Services, for example, is adding a net of 30.04 FTE and some others have significant FTE increases as well (Environmental Services, 47.35; Community Justice, 27.50; Support Services, 13.00; Non-Departmental, 9.75;and, Aging & Disability, 9.10). Some bargaining units, such as Corrections, Deputies and Nurses could be deemed essential. An alternative proposal would be to act in our budgeting capacity to instruct all Departments to develop their own General Fund salary savings plan in amounts proportional and sufficient to reach the $500,000 target for funding this Plan as of January 1999.

I think we should also add an evaluation component to the Plan to measure its success in achieving the desired objectives and goals with clearly defined performance outcomes. We need an accurate assessment of the current population and their use of services. To this end, a portion of the $175,000 remaining in the Evaluation Contingency Reserve should be used in development, measurement and evaluation.

The Board may also wish to review the spending priorities outlined in the current budget in light of this need. The three-month pause would allow us to reassess, with our department managers, the staffing levels needed for all General Fund positions. In addition, by that time we will know if we have received the HUD Continuum of Care Supportive Housing funds, part of which would be used to alleviate some of the transitional housing needs of the population. During the next three months Multnomah County can work with our partners in this mission, the City of Portland, the Citizen's Crime Commission, the Association for Portland Progress, service providers and the business community to adequately fund a responsible and coordinated service delivery system for homeless youth.

The plight of these youth requires drastic action. The possible steps outlined here are minimal in comparison to the need. I look forward to working with you to meet the needs of these children.

CC City of Portland
Dept. of Community and Family Services
Homeless Youth Services Task Force

**BOGSTAD Deborah L**

**From:** CHAIR Mult
**Sent:** Wednesday, August 05, 1998 2:06 PM
**To:** #ALL A&T USERS; #ALL LIB ADMIN USERS; #ALL ISD KELLY BUILDING; #ALL MCSO HASSALO USERS; #ALL TCOM USERS; #ALL ACJ USERS; #ALL DCFS USERS; #ALL LPSCC USERS; #ALL MCCF USERS; #ALL PDXLAN USERS; #ALL 102 DENTAL; #ALL AGING SERVICES; #ALL ANIM-CTRL USERS; #ALL BRIDGE USERS; #ALL DA-LAN USERS; #ALL DCC USERS; #ALL MORRISON BLDG USERS; #ALL ELECTIONS USERS; #ALL FORD USERS; #ALL FACILITIES USERS; #All SCHOOL COMMUNITY DENTAL; #ALL MCCOY HLTH USERS; #ALL JUV LAN USERS; #ALL MARLENE HEALTH; #ALL NE HLTH USERS; #All SE HEALTH; #ALL TRAN USERS; #ALL TSCC USERS
**Subject:** Homeless Youth Funding Proposal

# *Electronic Memorandum*

**To:** All County Employees (please post and distribute for those without email access)

**From:** Chair Beverly Stein

**RE:** Homeless Youth Funding Proposal

Commissioner Lisa Naito yesterday announced a proposal for funding services for homeless youth in Downtown Portland. Many of you may have seen an article in today's Oregonian or read this morning's email from Commissioner Naito.

I have heard that some County employees are worried and anxious and this concerns me.

The proposal at hand recommends instituting a 'hiring pause' in the County to raise money for the Homeless Youth Services Plan. However, a forthcoming proposal will suggest an alternative process for securing funds.

No decision regarding County action in this matter has occurred. All existing hiring and recruiting processes should continue as planned. Until the Board of County Commissioners takes any official action that would impact such activities, it is "business as usual" in Multnomah County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Commitment to Fund Support and Services to Homeless Youth per the Plan in Resolution 98-100

The Multnomah County Board of Commissioners Finds:

a. Whereas Multnomah County is committed to building and supporting strong communities, families and providing the leadership to implement the plan for services for homeless youth developed by the ad hoc committee as adopted in Resolution 98-100 on the 30th day of July 1998; and,

b. Whereas vacancies do exist in General Fund funded positions and will continue to occur during the fiscal year through attrition; and,

c. Whereas these vacancies, when not immediately filled, create salary savings which can be captured by the various departments; therefore,

The Multnomah County Board of Commissioners Resolves:

1. To direct the budget office to determine the appropriate and proportional savings amount to be achieved for each department which receives General Funds to reach a minimum threshold of $500,000 to enable a January 1999 implementation of the Homeless Youth Plan committed to by the Board of County Commissioners in Resolution 98-100.

2. To work with the City of Portland to find the additional funding necessary to fully address housing and other needs of homeless youth.

Approved this _____ day of _____, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Sandra N Duffy
Sandra N. Duffy, Chief Assistant County Counsel

# SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Diane Linn

DATE: August 11, 1998

RE: Funding of Homeless Youth Services

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1. Recommendation/Action Requested:

Approval of the Resolution.

2. Background/Analysis:

See Supplemental Staff Report of July 23 on Resolution 98-25. The Board Passed that Resolution on July 30. The current resolution gives more specific Policy direction on the implementation of the recommendations.

3. Financial Impact:

Exact amount is not unknown, but will not exceed $500,000 in 1998-99. The Committee's recommendations were estimated to cost $750,000 this fiscal year and $1,500,000 during 1999-2000. The amount required this year will depend on the amount of funding from other jurisdictions, private foundations, and businesses and as a result of the request for proposal and negotiation of specific contracts.

4. Legal Issues:

None.

5. Controversial Issues:

The Board is making a substantial public policy commitment outside of the normal budgeting process.

6. Link to Current County Policies:

Funding programming to assist homeless youth is consistent with the three long Term Benchmarks.: reducing the number of children in poverty: increasing school completion; and reducing juvenile crime.

7. Citizen Participation:

The Committee on Homeless Youth was composed up a wide spectrum of Citizens with expertise in homeless youth issues.

8. Other Government Participation:

Currently, the City of Portland funds approximately $285,000 in homeless services and the Federal government funds approximately $115,000 through HUD. In addition, the City has earmarked an additional $1,000,000 for capital needs in the current year's budget.

Adopted Co Kelley Submittal

# ATTACHMENT D: BOARD BUDGET NOTES

## Use of General Fund Contingency

The Board will consider requests for transfers from General Fund contingency during 1998-99 to address the following issues as more information becomes available.

- Domestic violence programs after the Local Public Safety Coordinating Council completes its study and makes recommendations.
- STOP expansion for additional classes of offenders following completion of the Finnigan study
- Early alcohol and drug assessment in jails in conjunction with a review of the booking process.

## Public Affairs Office

The Board requests that the Public Affairs Office communicate with other local governments about ways in which the cost of the Tax Supervising and Conservation Commission can be shared by all jurisdictions in Multnomah County so that a proposal can be presented to the 1999 Legislature.

## In Jail Alcohol and Drug Services

The Board requests that the Sheriff, the Director of Community Justice Services, and the Director of Community and Family Services formally agree and report to the Board by June 25, 1998 to a program and operational structure for in-jail alcohol and drug services.

If an agreement is reached, the Sheriff and the Director of Community Justice Services are requested to report to the Board by September 10, 1998 on the implementation of the agreement. If the Board finds the implementation satisfactory, the Board will consider a request to transfer appropriations from General Fund Contingency to continue funding the program through June 30, 1999.

If no agreement is reached or if the Board finds the implementation unsatisfactory, the Board will consider a request to transfer appropriations from General Fund Contingency to the Department of Community Justice to implement an alcohol and drug service program for the period October 1, 1998 through June 30, 1999.

## Building Codes Services

The Board requests the Director of Environmental Services to present an action plan and budget proposal no later than for the 1999-2000 budget to determine the feasibility of providing one stop permitting service to residents of rural Multnomah County. During the next fiscal year, the County will research and analyze options and discuss the options with the cities that currently provide these services on contract and residents who will be impacted by these changes.

## YWCA Homeless School Program

The Board requests that the YWCA present a briefing on how this program will expand its services into East County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Funding Support and Services For ) RESOLUTION NO. 98-112
Homeless Youth in Multnomah County )

The Multnomah County Board of Commissioners Finds:

a. The consistent number and severity of cases of homeless youth requires enhanced efforts and continuing Board attention.

b. The Committee Report on Downtown Portland Homeless Youth Services presents a comprehensive plan to address the complex challenges faced by homeless youth in our County.

c. Implementing the plan is consistent with the Board's focus on the three long term Benchmarks of reducing the number of children in poverty, increasing school completion, and reducing juvenile crime.

d. The Annual County budget was completed before the continuum of programming and the amount of funding to restructure the system was generally proposed. Multnomah County's annual budget includes a general fund contingency to address emergency situations which, if left unattended, would jeopardize the health and safety of the community and cannot be covered by existing appropriations.

e. The Board agrees with the Committee's recommendation to implement the expanded continuum of services as a unified approach and the importance of balancing the goal of meeting basic needs with the goal of getting youth off the street.

The Multnomah County Board of Commissioners Resolves:

1. The Board intends that the Homeless Youth Plan be fully implemented on January 1, 1999 (at an estimated six-month cost of $750,000), consistent with the Committee's recommendations and within the limitations of the contracting process. The Department of Community and Family Services will issue an RFP to fully cover services described in the Ad Hoc Committee on Downtown Portland Homeless Youth report.

2. The Board will seek partnerships with other governments, private foundations, and businesses to provide start up and ongoing funding for the services described by the Committee.

3. The Department will provide monthly written reports to the Board beginning September 3 on the progress in implementing these recommendations.

4. The Department will bring to the Board a request for contingency funding for up to $500,000, after it determines the extent of partnership funding available, the actual cost of the requested services as determined in contract negotiations between the Department and provider(s), and the amount that cannot be covered within the Department's current appropriation.

5. The Department will use their existing Contract Evaluation Unit to evaluate the restructured homeless youth system.

6. The Board supports ongoing funding for a comprehensive continuum of programs for homeless youth as a priority in the development of the 1999-2000 budget.

Adopted this 13th day of August 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Thomas Sponsler
Thomas Sponsler, County Counsel

MEETING DATE: AUG 1 3 1998
AGENDA NO: B-1
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

# AGENDA PLACEMENT FORM

SUBJECT: Disparity Study Implementation Briefing

BOARD BRIEFING: DATE REQUESTED: August 13, 1998
REQUESTED BY: Jerry Walker
AMOUNT OF TIME NEEDED: 1 hour

REGULAR MEETING: DATE REQUESTED:

AMOUNT OF TIME NEEDED:

DEPARTMENT: Support Services DIVISION: Finance

CONTACT: Jerry Walker TELEPHONE #: 26699
BLDG/ROOM #: 421/1st floor

PERSON(S) MAKING PRESENTATION: Vickie Gates , Jerry Walker & Invited Guests

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Update on Implementation of the Disparity Study Recommendations

BOARD OF COUNTY COMMISSIONERS
98 AUG -5 PM 3:20
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

2/97

# *Agenda*
# *For*
# *BCC Disparity Study Briefing*

| | | |
|---|---|---|
| Introduction | Vickie Gates<br>Jerry Walker | 10 minutes |
| Mentor/ Protégé Program | James Lawrence (Port of Portland)<br>Larry Sitz (President of AGC)<br>Bessie McCallum (Contractor) | 10 minutes |
| Workforce Hiring & Training Program OCWA | Lita Colligan (City of Portland)<br>Jim McKune (Contractor) | 10 minutes |
| Informal Sheltered Market Program (FM & Transportation) | Warren Gray<br>James Cason (Contractor) | 10 minutes |
| Formal Sheltered Market Program | Emmanuel Nwokocha<br>Sue Klobertanz (City of Portland)<br>Franna Hathaway | 10 minutes |
| Next Steps | Vickie Gates<br>Jerry Walker | 10 minutes |

## COUNTY EFFORTS TO INCREASE MINORITY-OWNED, WOMEN-OWNED & EMERGING SMALL BUSINESS UTILIZATION

Multnomah County has worked collaboratively with Metro, Tri-Met, the Port of Portland, the Portland Development Commission and the City of Portland on programs aimed at increasing the utilization of Minority-owned, Women-owned & Emerging Small Businesses (M/W/ESB) in contracting processes. The following information is provided as an update on the various efforts being made and programs that are available to Contractors.

*SHELTERED MARKET PROGRAM*

The City of Portland and Multnomah County have established a Sheltered Market Program (SMP). Contractors wishing to participate in the SMP must complete an application process and undergo an operational assessment conducted by a technical assistance consultant. The City of Portland coordinates the process to qualify contractors for the Sheltered Market Programs. Multnomah County and the City of Portland utilizes the same pool of qualified Contractors for SMP projects.

- Inquiries on the qualification process for the City and the County should be directed to Emmanuel Nwokocha at (503) 823-5701.

Construction projects from $50,000 to $200,000 are potential SMP projects based on contractor availability. There must be at least 3 contractors in the SMP program able to perform 50% of the work required on the project in order for the project to be included in the SMP. At Multnomah County, the requirement that 50% of the work be performed by the SMP Contractor is determined on a project-by-project basis.

- Any questions regarding the County's SMP should be directed to Jerry Walker at (503) 248-5429. Questions regarding the City of Portland's SMP should be directed to Emmanuel Nwokocha at (503) 823-5701.

*TECHNICAL ASSISTANCE*

Pinnell-Busch Inc has been selected to provide technical assistance to any State-certified M/W/ESB firm doing business or wishing to do business with Multnomah County, the City of Portland orthe Portland Development Commission. Contractors can get project-specific technical assistance in bid preparation, estimating, cost accounting and other project related areas. Pinnell-Busch can be reached (503) 293-6280. The City of Portland administers this contract.

- The contact person at the City of Portland is Loretta Young who can be reached at (503) 823-6850.

*EEO CERTIFICATION*

In order to receive a contract with Multnomah County in excess of $50,000, contractors must be certified as an equal employment opportunity employer by the City of Portland. It is in the best interest of all contractors wishing to do business with Multnomah County or the City of Portland to go through this certification process. To initiate the certification process, please contact Anne Hawley at (503) 823-6886.

*MENTOR-PROTEGE PROGRAM*

Multnomah County and the City of Portland have joined forces with the Port of Portland to expand their mentor/protégé program. This program has been helpful to many protégé firms by providing general business technical assistance. In addition to receiving technical assistance, protégé firms also enter into formal mentoring relationships with more established firms. These formal mentoring relationships have been helpful in steering the protégé firms away for some of the pitfalls that often occur in business ownership. The knowledge acquired by established firms is shared with protégé firms and is often

beneficial in improving the viability and profit margins of the protégé firms. For more information on the Port's Mentor/Protégé program, please contact Judy Trotter at (503) 731-7587.

*GOOD FAITH EFFORTS*

Multnomah County and the City of Portland have collaborated in developing a common set of requirements for demonstrating good faith efforts in sub-contracting. Although there are still very minor differences, both jurisdictions use a common set of forms as documentation (to be submitted by prime contractors). This is one of several areas where local governments are working together to bring consistency to multi-jurisdictional contracting requirements. It is anticipated that Metro will use the same format and forms in bid specifications addressing good faith efforts in sub-contracting.

*INFORMAL SHELTERED PROGRAM*

Multnomah County has established an informal sheltered market program for construction projects from $2,500 to $50,000. County staff searches the directory of State-certified firms that is posted on the internet. Quotes for the projects are solicited from State certified M/W/ESB firms.

- To become certified by the State as a M/W/ESB firm please contact the State's Office of Minority, Women and Emerging Small Business at (503) 947-7976.

*COMPLIANCE*

The compliance function for the programs identified in this briefing is coordinated by the County's Contract Administration Section of the Department of Support Services. Contract Administration uses a database called BizTrak to collect data on all contracting and bidding activity. The Contracts Administration section will also conduct site compliance reviews, desk audits and random surveys to ensure compliance and measure the effectiveness of the County's efforts.

- Please direct any questions or concerns regarding program compliance to Jerry Walker at (503) 248-5429.

# *WORKFORCE TRAINING & HIRING PROGRAM REQUIREMENTS*

## 1. PURPOSE OF WORKFORCE SPECIFICATIONS

The Portland City Council and Multnomah County Commissioners have directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) The goals include a) ensuring that the City and County do business with contractors whose workforce reflects the diversity of the workforce found in the City of Portland and Multnomah County, and b) that contracting dollars provide fair and equal opportunities to the jurisdictions' diverse population.

The City/County Workforce Training & Hiring Program (Workforce Program) is administered for the City of Portland, the Portland Development Commission (PDC) and Multnomah County by the City of Portland Bureau of Purchases, Contractor Development Division. The Workforce Program applies to all prime contracts of $200,000 or more and to each subcontractor having a subcontract of $100,000 or more on the project. The contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

CITY OF
PORTLAND, OREGON
BUREAU OF PURCHASES

Vera Kate, Mayor
Susan Schreiber
Interim Director
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 823-6855
FAX (503)823-6865

**CONTRACTOR DEVELOPMENT DIVISION**

# MEMORANDUM

**FROM:** Lita Colligan
City/County Workforce Training & Hiring Program

**TO:** Jerry Walker
Multnomah County Contracts Administration

**DATE:** July 22, 1998

**SUBJECT:** Annual Report for County projects subject to Workforce Program

RECEIVED
98 JUL 24 PM 1:56
MULTNOMAH COUNTY

Reports are enclosed from the BizTrak database system which document the participation of Multnomah County contractors in the City/County Workforce Training & Hiring Program during fiscal year 1997/98. These reports show only hours performed by the prime and subcontractors over $100,000 during the fiscal year. Reports with total hours worked for the duration of an individual project are available upon request.

Completed projects:
- Broadway Bridge Lift Span
- Morrison & Burnside Bridges Fender Repair
- Multnomah County Correctional Facility Roofing

Projects under construction:
- Inverness Jail Expansion
- McCoy Building Elevator Modernization
- Yeon Chiller Replacement
- Yeon Addition

In addition to the employment data collected, the City has also provided Multnomah County with Project Manager training regarding the EEO and Workforce Program, attended prebid and preconstruction meetings, conducted monthly compliance reviews on all projects, performed site visits, and disseminated information about the program to County contractors.

**Data Analysis**

The level of minority and female participation on County projects remained fairly consistent with last year, although it is below expectations. During 1997/98, minority hours reported on County projects were 8.71% (8.91% in 1996/97), minority female hours were 1.11% (1.17% last year), and Caucasian female hours were 3.66% (3.08% last year). Apprentice hours remained high at 20.29%, although they are slightly lower than 22.28% last year. Minority and female apprentice hours dropped to 5.77% from 7.34% last year.

There may be several reasons for these disappointing results. First, and most significant, the Inverness Jail Project accounts for 94% of all hours reported on County projects subject to the Workforce Training & Hiring Program in 1997/98. Since compliance on this project is voluntary, staff has no leverage to enforce the program provisions. Despite a significant amount of work by the compliance team to improve results, particularly in minority and female apprentice participation, this project is showing minority participation that is approximately 30% less than a comparable city project where compliance was not voluntary.

In addition, the prime, Hoffman Construction, sent out a letter to subcontractors asking them to achieve a 10% minority utilization among apprentices, however Hoffman achieved only 3.39% minority and female apprentice hours in its own workforce to date, and 21 out of 29 subs reported 0% minority and female apprentice hours.

One other reason for low level of participation is that several of the County projects were very small and there were no new hires for the projects. This leaves very little opportunity for the program to affect change in the composition of the workforce on these projects.

It is evident from the Employment Chapter of the Regional Disparity Study that there is a need to build a more diverse pool of both apprentice and journey-level workers so that minority and female crafts people are available. The County is currently partnering with the City and other stakeholders in the region as part of the Oregon Construction Workforce Alliance to solve some of the employment availability issues in the construction trades. Your efforts to assist the industry to address its supply-side problems could have a positive impact on the County's construction projects in future years.

Please call me at 823-6860 if you have any questions about the reports or other Workforce Program activities. Thank you for your ongoing support of this program.

Report Run Date: *21-Jul-98*

# WORKFORCE TRAINING AND HIRING PROGRAM

Reporting Period: 7/1/97 Thru 6/30/98

## EMPLOYMENT TRAINING SUMMARY BY ENTITY

REPORTING ENTITY: MULTNOMAH COUNTY

| | HOURS | % OF TOTAL |
|---|---|---|
| ASIAN | 1,593.5 | 0.84% |
| AFRICAN AMERICAN | 6,205.0 | 3.28% |
| CAUCASIAN | 172,799.2 | 91.29% |
| HISPANIC | 4,403.0 | 2.33% |
| NATIVE AMERICAN | 4,282.3 | 2.26% |
| GRAND TOTAL | 189,283.0 | 100.00% |
| TOTAL MINORITIES | 16,483.8 | 8.71% |
| MINORITY FEMALES | 2,099.5 | 1.11% |
| CAUCASIAN FEMALES | 6,920.1 | 3.66% |
| TOTAL APPRENTICE | 38,410.1 | 20.29% |
| MINORITY AND FEMALE APPRENTICE | 10,925.4 | 5.77% |

**Total Hours Reported By Primes Over $200,000 And Subs Over $100,000.**

Source: Contractor Development Division-Purchasing Bureau's BizTrak System (All Rights Reserved By Business Innovations Plus, Inc.)

# *Memorandum of Agreement*

# *Oregon Construction Workforce Alliance*

*July 28, 1998*

*MEMORANDUM OF AGREEMENT AMONG THE PARTICIPANTS IN THE OREGON CONSTRUCTION WORKFORCE ALLIANCE (OCWA)*

## I. PURPOSE & GOALS

This memorandum of agreement outlines the roles and responsibilities of each of the stakeholder groups involved in the Oregon Construction Workforce Alliance (OCWA). *The OCWA stakeholder groups work together to increase and improve access, recruitment, training, graduation, and retention of women and minorities into construction trade careers through state-approved apprenticeship programs.*

We believe this partnership to be the best means to meet several important business and community goals:

- To assist construction contractors to hire a qualified and diverse workforce.
- To assist construction contractors in meeting workforce training and hiring requirements.
- To reduce barriers in the construction industry experienced by women and minorities.
- To recruit and prepare women and minority individuals for BOLI-approved programs that prepare them for entry into apprenticeship programs.
- To recruit and prepare women and minority individuals for state-approved apprenticeship programs and ultimately construction trade careers.
- To enhance retention of women and minorities in construction trade careers through support services.
- To identify gaps in access, recruitment, training, and retention services and to advocate for filling gaps in service.
- To secure resources and identify service providers.
- To work together to build a strong communication system among the stakeholders and an integrated system for delivering services to achieve these goals.

The parties participating in this agreement have been actively developing the purpose and goals since September 1996. The purpose of the Memorandum of Agreement is to foster the spirit of cooperation and further advance the participants' commitment to the

mission and goals. The parties participating in this agreement recognize that the mission and goals cannot be achieved by one stakeholder group alone, but that working together they can affect system changes to achieve the mission and goals.

Background information on OCWA is provided in Appendix A. The parties signing this agreement agree to adopt the Groundrules for Meeting Participation and Guiding Principles provided in Appendix B.

NOTE: "Economically disadvantaged" individuals are not defined by OCWA and are not formally included in the mission. This topic is currently under discussion among OCWA participants.

## II. PARTICIPANTS IN THE AGREEMENT

The initial participants in this agreement include:

Community-Based Organizations
Community College Programs
Housing Authority of Portland Goals Program
Pre-apprenticeship Programs
State-approved Apprenticeship Programs
Columbia Pacific Building Trades Council
Associated General Contractors
Oregon Building Congress
Oregon Bureau of Labor & Industries, Apprenticeship & Training Division
City of Portland
Multnomah County
Portland Development Commission

ODOT has actively participated in the OCWA in the past. Currently Tri-Met is not engaged in major construction projects and anticipates participating in this agreement in the future when new construction projects are funded. ODOT has resigned from the committee but has been invited to reactivate its membership.

The OCWA is currently recruiting additional public agencies, school districts, and other organizations to participate in this agreement in the future. Currently discussions are being held with the Oregon Department of Corrections, Metro, the Office of Federal Contract Compliance, the Housing Authority of Portland, and the Oregon Department of Administrative Services. The City and County's Training Apprenticeship Programs will be invited to join OCWA as participants as well. A complete list of participating organizations and programs in provided in Appendix C.

## III. ROLES & RESPONSIBILITIES OF THE PARTICIPANTS

A. *Community-Based Organizations, Community College Programs, Housing Authority of Portland Goals Program, and Pre-Apprenticeship Programs* represented by the OCWA CBO Subcommittee agree to the following based on funding, resource availability, and organizational mission:

1. Recruit women and minority applicants from their client base and constituency to educate them about construction careers in order to facilitate their application to pre-apprenticeship and apprenticeship training programs in construction trade careers.

2. Establish and conduct an assessment process that identifies applicant barriers to employment and determines what can be addressed by the CBOs in order to increase the applicants' potential for employment.

3. Assist potential applicants in accessing apprenticeship information, preparing for and completing the application processes as established by state-approved apprenticeship programs in advance of opening dates.

4. Provide preparation for apprenticeship training.

5. Coordinate referral process with JATCs prior to list openings that includes: a) group orientation for potential applicants; b) follow-up and preparation with potential applicants who complete orientation; c) assistance and interview preparation with individuals who submit completed application.

6. Provide recruitment support services such as: life skills and basic skills training, GED preparation, construction math, and English as a Second Language classes.

7. Provide retention support services that enable participants to successfully complete apprenticeship training programs such as: transportation assistance, childcare resource and referral, employment case management, structured mentoring, support groups, and community resource referrals.

8. Establish relationships and ongoing communication with state-approved apprenticeship programs individually and through the CBO subcommittee, and coordinate support services with JATCs and contractors.

9. Review and make recommendations to other stakeholder groups about how their policies and procedures affect women and minorities including working with government agencies to change regulations that are barriers to achieving the mission.

10. Promote understanding among stakeholder groups about the needs and issues of applicants with multiple employment barriers through presentations and orientations.

11. Advocate for policies, procedures, and programs that lead to jobs and long-term employment in the construction trades.

12. Support the partnership with resources and in-kind contributions.

13. Actively participate in OCWA.

B. *State-Approved Apprenticeship Programs* represented by the Union JATC Training Coordinators and the AGC JATCs agree to the following based on size of program and resource availability:

1. Conduct increased and expanded outreach efforts in cooperation with CBOs, schools, and ethnic minority organizations to educate potential female and minority applicants about the construction trades and encourage promising applicants to apply for apprenticeship.

2. Provide ongoing, updated information to CBOs and partner agencies of entrance requirements, selection processes, and dispatch procedures. Ensure that selection and dispatch procedures do not have a negative impact on women and minorities.

3. Establish relationships and ongoing communication with CBOs individually and through the CBO subcommittee. Provide timely information about apprenticeship program openings to give CBOs the opportunity to prepare potential applicants prior to opening dates. Explore ways to cooperate with CBOs in designing pre-apprenticeship programs.

4. Coordinate recruitment process with CBOs prior to listing of openings that includes: a) group orientation for potential applicants including explicit information about the cost of tools, dues, transportation requirements, education and books, safety issues and all application requirements; b) follow-up and preparation with potential applicants who complete orientation; c) assistance and interview preparation with individuals who submit completed application.

5. Develop retention strategies for women and minorities including: structured mentorship; notifying CBO representatives when a female or minority participant is having problems in the program to assist in retention; developing data collection system to track women and minorities to assist with retention.

6. Invite participants of community based organizations and government agencies to participate in an advisory capacity on JATC Committees and interview panels for selection of apprentices.

7. Ensure all apprentices receive training in all work processes according to the approved program standards.

8. Provide information to training agents to make them aware of the mission and goals of this Agreement, their equal employment opportunity obligations, and the need to improve their work environment for minorities and women through tools such as sexual harassment prevention seminars and guidelines and cultural awareness training.

9. Foster participation of women and minorities on JATCs as speakers and role models, and facilitate time off from employers for women and minorities to participate in this way.

10. Support the partnership with resources and in-kind contributions.

11. Actively participate in OCWA.

C. *Columbia Pacific Building & Construction Trades Council* agrees to:

1. Encourage and support all affiliated unions and contractors to maximize training and provide full employment and support retention for women and minority apprentices including mentorship.

2. Encourage and support all affiliated contractors to provide a safe and supportive work environment for apprentices including sexual harassment prevention and cultural awareness training.

3. Encourage and support all apprenticeship programs to increase and expand outreach efforts to women and minorities and to cooperate on recruitment efforts.

4. Encourage innovative recruitment and retention efforts and disseminate information about "promising practices" to all apprenticeship programs.

5. Encourage all affiliated apprenticeship programs to participate in the OCWA.

6. Support the partnership with resources and in-kind contributions.

7. Actively participate in OCWA.

D. *Associated General Contractors (AGC)* and other participating contractor associations agree to:

1. Encourage all affiliated contractors to maximize training, provide full employment, and support retention for women and minority apprentices.

2. Encourage all affiliated contractors to provide a safe and supportive work environment for apprentices including sexual harassment prevention and cultural awareness training.

3. Encourage and support affiliated apprenticeship programs to increase outreach efforts to women and minorities.

4. Collaborate with partners when developing policies and legislation related to the construction industry employment issues that will impact partners.

5. Keep affiliated contractors and associates informed of OCWA partnership progress, issues, and successes.

6. Support the partnership agreement with resources and in-kind contributions.

7. Actively participate in OCWA.

E. *Oregon Building Congress (OBC)* through its School-to-Work Committee agrees to:

1. Develop and implement strategies in cooperation with OCWA participants for increasing awareness about construction trade career opportunities with middle and high school students, teachers and school counselors.

2. Develop and implement strategies for job shadowing and work experiences with high school students.

3. Coordinate information and efforts with OCWA.

4. Support the partnership with resources and in-kind contributions.

5. Actively participate in OCWA.

F. *Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division* agrees to:

1. Provide comprehensive information and access about all state-approved apprenticeship programs in a central location. Gather and disseminate of "promising practice" approaches to apprenticeship programs and stakeholders.

2. Encourage state-approved apprenticeship programs to provide sexual harassment prevention and cultural awareness training for all training agents.

3. Perform compliance reviews of all JATCs and provide consistent review of corrective action plans.

4. Monitor JATCs follow approved selection and recommended dispatch procedures to ensure that there is no adverse impact on women and minorities.

5. Report to OCWA quarterly on application, cancellation, and graduation rates from apprenticeship programs and specifically women and minority participants.

6. Collaborate with partners when developing policies and legislation that will impact the other partners.

7. Support the partnership with resources and in-kind contributions.

8. Actively participate in OCWA.

G. *City of Portland, Multnomah County, Portland Development Commission* and other participating government agencies agree to:

1. Incorporate Workforce Provisions into their construction contracts to maximize apprenticeship training and require an inclusive recruitment and hiring process. If this is prohibited by any public agency contracting regulation, appropriate requirements should be included to maximize training opportunities and reduce barriers for women and minorities.

2. Establish a system to monitor and enforce contractor performance in meeting the requirements established in each agency's Workforce Provisions.

3. Implement a total workforce diversity accounting system for contractors (like the City and Multnomah County's EEO program) as an incentive for contractors to achieve diversity in their company-wide, rather than project-specific workforce.

4. Make job sites available for visits by pre-apprenticeship programs and applicants by coordinating visits with prime contractors, project managers and safety coordinators.

5. Collaborate with partners when developing policies and legislation related to the construction industry and employment issues that will impact the other partners.

6. Advocate and promote training, affirmative action and equal employment opportunity in each agency's workforce and within each agency's contracts.

7. Support the partnership with resources and in-kind contributions.

8. Actively participate in OCWA.

## IV. PARTNERSHIP ADMINISTRATION

The participants agree to establish a steering committee (partnership team) to:

- Provide leadership and guidance for the partnership's efforts
- Communicate with each stakeholder constituency about OCWA on an ongoing basis
- Develop agendas for and convene regular OCWA meetings
- Address the issues that may arise among the parties: to coordinate with the CBO Subcommittee, Resource Development Subcommittee, Union Coordinators Committee, Government Provisions Subcommittee, OBC School-to-Work Committee
- Represent the OCWA to external constituencies as needed
- Identify and recruit additional participants to the agreement
- Assist in identifying and seeking funds for partnership efforts
- Monitor the success and continuous improvement of the partnership's efforts.

The steering committee (partnership team) will be comprised of representatives of:

- Community- Based Organizations (1)
- Community College Programs, Housing Authority of Portland, Pre-Apprenticeship programs (1);
- Training Coordinators of apprenticeship programs (union and open shop) (2 )
- Columbia Pacific Building Trades Council (1)
- Associated General Contractors/Employer (1)
- Private Sector Developer/Employer (1)
- Bureau of Labor & Industries (BOLI), Apprenticeship & Training Division (1)
- Government Agencies (2)

Representatives will be chosen so that small, medium, and large programs and organizations are represented. The OCWA steering committee (partnership team) shall meet monthly or more often as needed. Staff support for the OCWA and the steering committee shall be provided as identified in the program proposal currently being developed.

## V. FUNDING

Resources for strategies and activities outlined in the Memorandum of Agreement shall, to the greatest extent possible, be provided in-kind by the participants. Each party to this agreement recognizes its responsibility to provide as much support as possible through its existing resources. However, the participants collectively acknowledge there are gaps in service that must be filled if the mission and goals of the agreement are to be achieved. OCWA participants are committed to work toward securing funding for recruitment, training, job placement, and retention services outlined in this memorandum of agreement.

Signatures are being collected.

**Signatures of Participants:**

Mayor Vera Katz
City of Portland

Chair Beverly Stein
Multnomah County

Larry Sitz, President
Associated General Contractors

Commissioner Jack Roberts
Bureau of Labor & Industries (BOLI)

Jim McKune, Chair OCWA
Emerick Construction

Wally Mehrens, Executive Director
Columbia Pacific Building Trades

Lita Colligan, Vice-Chair, OCWA
City of Portland
Workforce Training & Hiring Program

Felicia Trader, Executive Director
Portland Development Commission

Dan Graham, AGC Workforce Manager
AGC Open Shop JATCs

Bill Belanger, Bricklayers JATC
Chair, Union JATC Coordinators

Connie Ashbrook, Executive Director
Oregon Tradeswomen Network
Co-Chair, CBO Subcommittee

Jim Trapp, GOALS Program
Housing Authority of Portland
Co-Chair, CBO Subcommittee

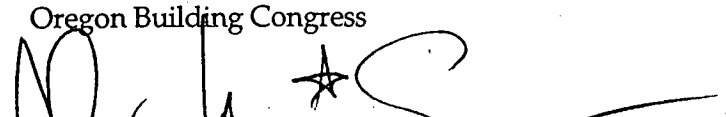
Dr. Daniel Moriarty, President
Portland Community College

Denny West, Executive Director
Housing Authority of Portland

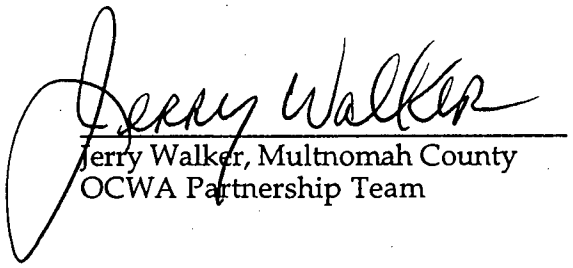
Ed Holmes
Black Contractors Alliance

Dick O'Connor, Executive Director
Oregon Building Congress

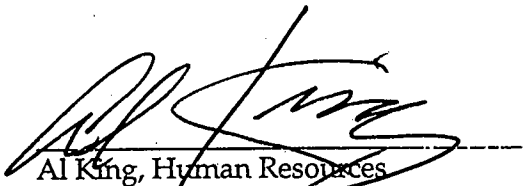
Stephen Simms, BOLI
OCWA Partnership Team



Al Jamison, Northeast Workforce Center
OCWA Partnership Team



Jerry Walker, Multnomah County
OCWA Partnership Team



Al King, Human Resources
Portland General Electric

## Appendix A

*About The Oregon Construction Workforce Alliance (OCWA)*

*MISSION: The OCWA stakeholder groups work together to increase and improve access, recruitment, training, graduation, and retention of women and minorities into construction trade careers through state-approved apprenticeship programs.*

The Oregon Construction Workforce Alliance (OCWA) started meeting in September 1996 to work together to increase and improve recruitment and retention of women and minorities into apprenticeship programs. The group also works to address the recommendations and public policy issues outlined in the *Oregon Regional Consortium Disparity Study* released in June 1996. OCWA identifies common ground and opportunities for collaboration of efforts aimed at achieving its mission.

The Alliance brings together representatives from the following stakeholders: construction industry representatives and contractors, union, mixed, and open shop Joint Apprenticeship Training Committees (JATCs), community-based organizations, government agencies, and educational institutions, each of whom plays a unique role in impacting the mission.

Five subcommittees are affiliated with OCWA: 1) the Community-Based Organization Subcommittee; 2) the Government Provisions Subcommittee; 3) the Resource Development Committee; 4) Union Coordinators Committee; 5) the Oregon Building Congress' (OBC) School-to-Work Committee.

*Goals of the Oregon Construction Workforce Alliance*

- To assist construction contractors to hire a qualified and diverse workforce.
- To assist construction contractors in meeting workforce training and hiring requirements.
- To reduce barriers experienced by women and minority individuals in the construction industry.
- To recruit and prepare women and minorities for state-approved apprenticeship programs and ultimately construction trades careers.
- To train women and minority individuals through pre-apprenticeship and state-approved apprenticeship programs.
- To enhance retention of women and minority individuals in construction trade careers through support services.
- To identify gaps in access, recruitment, training, and retention services and to advocate for filling gaps in service.
- To work together to build an integrated system for delivering services to achieve our goals.

*Strategies & Activities of the OCWA:*

- To identify and advocate for successful problem-solving and implementation of appropriate Disparity Study recommendations.

- To provide a forum that meets regularly to exchange information and increase understanding of the issues and strategies involved in achieving the mission.

- To advise government agencies on their workforce training and hiring provisions outlined in public works construction guidelines and requirements.

- To advocate for a skilled, quality construction workforce and increased awareness and outreach about career opportunities in the construction industry.

- To facilitate communication among community-based organizations, high schools, and community colleges about recruitment and retention issues.

- To identify and develop resources to achieve the mission.

*Accomplishments to Date*

- Assisted with development of BOLI Quality Review criteria used in compliance reviews which evaluate the quality of apprenticeship programs.

- Recommended revisions to government training program specifications to the City of Portland and Multnomah County (January 1998 versions) in order to streamline the process for contracting and be more responsive to stakeholders:
  - eliminated submittal of one Exhibit and Apprentices Progress Reports
  - extended time for submittal for Exhibit 2
  - recognized company-wide EEO efforts
  - added recommended recruitment and retention practices
  - allowed "credit" for apprentices who are away from job for related training.

- Advocated to local governments for trial programs using percentage of apprentice hours versus ratios to test the effectiveness of training requirements.

- Advocated for consistent paperwork and electronic submittals among partner agencies to make reporting easier for contractors.

- Provided a forum for communication and increased understanding about changes to BOLI selection methods, school-to-work, and issues facing all stakeholder organizations and applicants.

## Appendix B

*Guiding Principles for the Oregon Construction Workforce Alliance*

- Involve and "grow" leaders; ensure key stakeholders are in leadership positions and that an appropriate cross-section of stakeholders are involved in partnership.
- Cultivate mutual respect, trust, patience.
- Establish informal and formal communication processes including a conflict resolution process agreed to by all partners.
- Articulate concrete shared vision, goals, and roles; balance product/action outcomes and process outcomes.
- Develop a flexible structure including skilled convenor and establish a decision making process.
- Strive for systemic orientation.
- Build a knowledge base; engage in mutual learning about each other; gain understanding of each partner's self-interest and the mutual benefits of partnership.
- Sustain long-term commitment to each other's success and the success of OCWA's mission as a whole.

*Groundrules for Meeting Participation*

- No sidebar conversations; keep discussion focused on current agenda topic; don't distract; identify topics for later discussion.
- Balance participation among participants.
- Focus on interests, not positions.
- Agree on what important words mean.
- Be specific, use examples.
- Disagree openly with other members of the group and discuss "undiscussables" to get issues on the table. When a participant disagrees, he/she will listen to opposing view and not interrupt.
- No yelling or cheap shots.
- Use consensus to make decisions recognizing that consensus does not mean that everyone agrees on everything but ensures that options are explored and participants can disagree with a decision, but agree not to hold the group back from moving forward.
- Do self-critiques on an ongoing basis and follow-up with changes to process and procedures as needed.

Appendix C

*Participating Organizations:*

*Industry Associations:*

Associated General Contractors (AGC)
Oregon Building Congress (OBC)

*Contractors:*

Ebony Ironworks
Coffman Excavation
Emerick Construction
Copenhagen Utilities and Construction
W.G. Moe & Sons
FE Ward Construction

*Labor Organizations:*

Columbia Pacific Building & Construction Trades Council
Labor Education & Research Center

*Union & Mixed Joint Apprenticeship Training Committees (JATCs):*

Metro Electrical JATC
Oregon-SW Washington Mason Trades JATC
Pacific Northwest Ironworker & Employer JATC #29
Portland Carpenters JATC
Oregon-SW Washington Cement Masons JATC
Oregon-SW Washington Resilient Floorcovers & Decorators
Portland Drywall Finishers JATC
Northern Oregon-SW Washington Plasterers
Western Oregon-SW Washington Painters JATC
Portland Sheet Metal Worker JATC
Oregon-SW Washington IUOE Local #701 & AGC JATC
Oregon-SW Washington Metal Trades Pipefitters JATC
Ironworks Structural Fabricators JATC
Great Portland Roofers JATC
Exterior/Interior Specialties JATC
Oregon-SW Washington Laborers JATC
Portland Area Limited Residential Electrical JATC
Oregon-SW Washington-NW California Plumbers JATC
Oregon-SW Washington-NW California Steamfitters JATC
Portland Area Piledrivers JATC
City of Portland Training & Apprenticeship Committee

*Open Shop Joint Apprenticeship Training Committees (JATCs):*

Portland Metro Salem and Vicinity Carpenters JATC
SW Washington-AGC Carpenters JATC
Oregon Laborers JATC
SW Washington-AGC Laborers JATC
Lane County Carpenters JATC

Lane County Painters & Decorators JATC
Greater Oregon Roofers JATC
Central Sign Hangers JATC
Oregon Landscapers JATC

*Community-Based Organizations:*

Oregon Tradeswomen Network
NE Workforce Center/Clearinghouse
NE One Stop Career Center
Southeast Works
Women in Community Service
Int'l Refugee Center of Oregon
Housing Development Center

*Community College Programs:*

Steps to Success
PCC Skills Center

*Pre-apprenticeship Programs:*

PCC B-FIT/Education to Work Program
Job Corps
Portland YouthBuilders

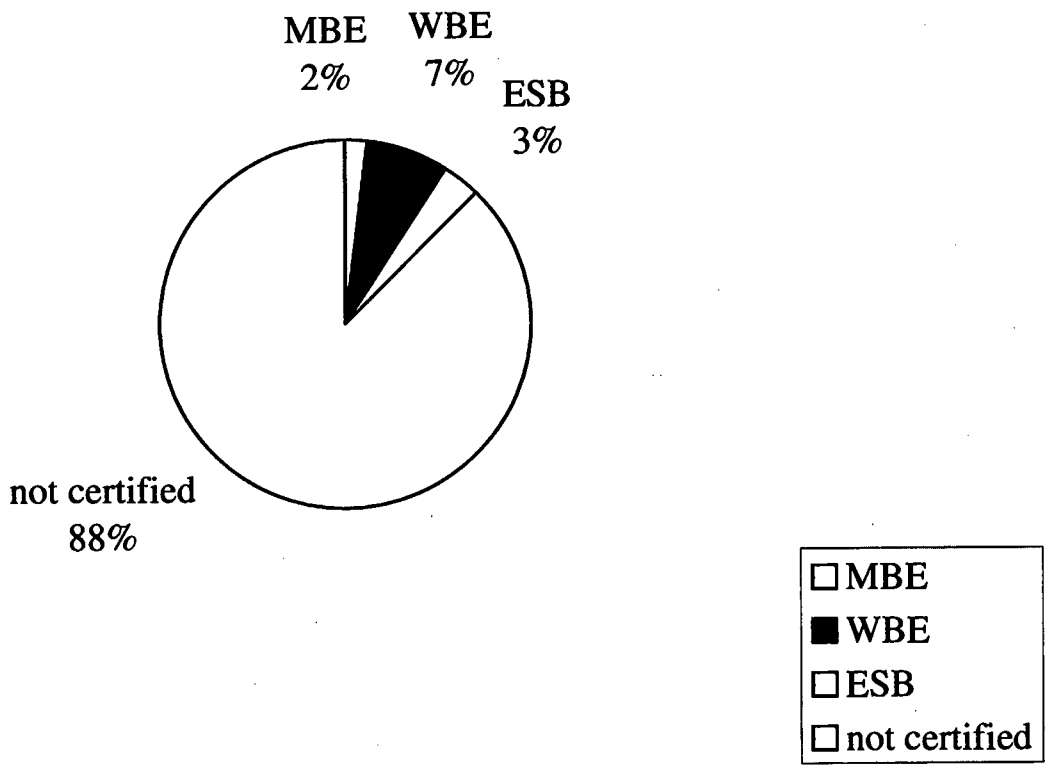
*Public Agencies Providing Community-Based Program:*

Housing Authority of Portland GOALS Program
Adult & Family Services

*Government Agencies:*

Bureau of Labor & Industries
Multnomah County
City of Portland
Portland Development Commission

# BEFORE INFORMAL SHELTERED MARKET PROGRAM
## Construction $0 - $25,000




Informal Construction - Purchase Orders from September 21, 1995 through March 21, 1997.
Source: Multnomah County Finance Division LGFS (Financial System)

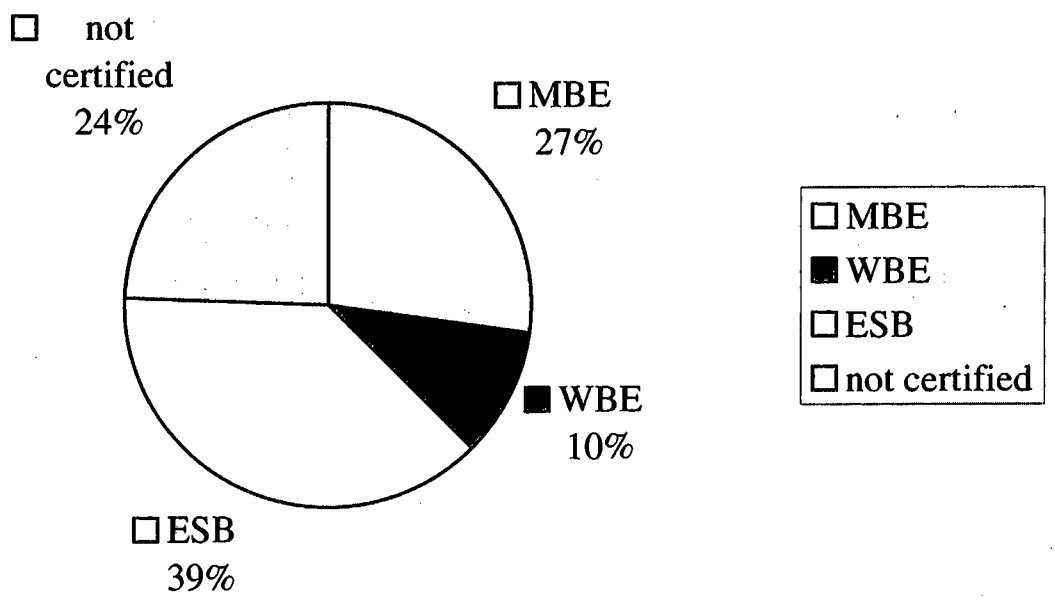
# INFORMAL SHELTERED MARKET

**$2,500. - $50,000.**

**FIRST YEAR 97-98 PUBLIC WORKS TOTALS.**

## DEPARTMENT OF ENVIRONMENTAL SERVICES:

**FACILITIES, TRANSPORTATION, A&T**



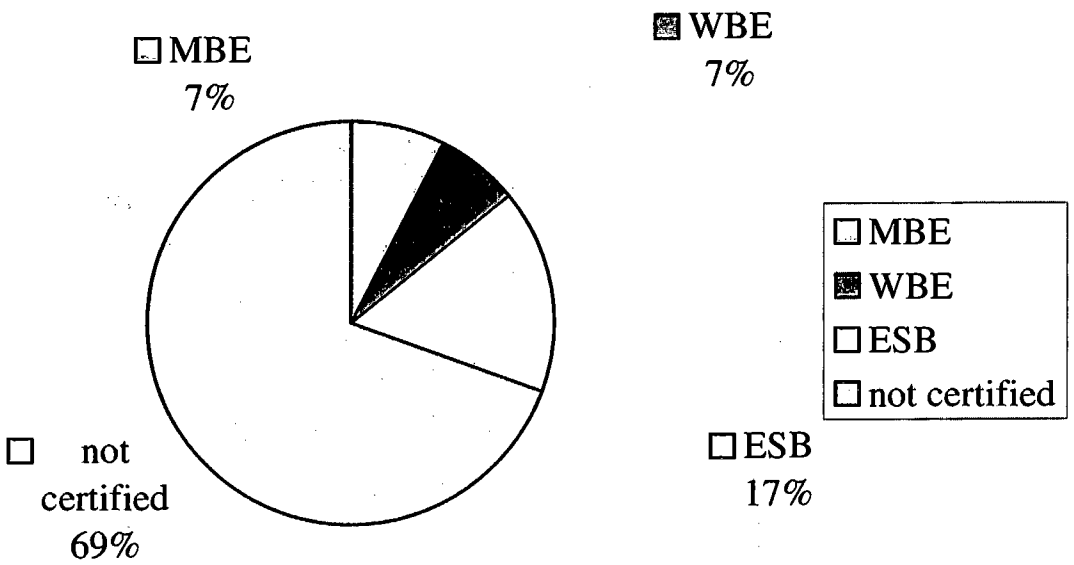
**SUMMARY OF RESULTS OF THE INFORMAL SHELTERED MARKET**
**$2,500-$50,000. APRIL 97 THRU MARCH 98**

| DATE MO/YR | MBE | WBE | ESB | not certified | MONTHLY TOTAL |
|---|---|---|---|---|---|
| Apr-97 | $ 23,021.00 | $ - | $ 81,823.00 | $ 50,055.25 | $ 154,899.25 |
| May-97 | $ - | $ - | $ - | $ 16,020.00 | $ 16,020.00 |
| Jun-97 | $ 8,940.00 | $ - | $ 64,381.00 | $ 23,430.04 | $ 96,751.04 |
| 4th QTR 97 TOTALS | $ 31,961.00 | $ - | $ 146,204.00 | $ 89,505.29 | $ 267,670.29 |
| Jul-97 | $ 42,319.00 | $ 6,338.00 | $ 16,974.00 | $ 37,501.03 | $ 103,132.03 |
| Aug-97 | $ 39,499.00 | $ 6,631.20 | $ 17,248.00 | $ 18,219.03 | $ 81,597.23 |
| Sep-97 | $ 5,900.00 | $ 4,872.00 | $ 45,600.00 | $ 32,840.00 | $ 89,212.00 |
| 1st QTR 98 TOTALS | $ 87,718.00 | $ 17,841.20 | $ 79,822.00 | $ 88,560.06 | $ 273,941.26 |
| Oct-97 | $ 19,646.00 | $ 25,592.50 | $ 45,238.50 | $ 6,743.00 | $ 97,220.00 |
| Nov-97 | $ 49,660.00 | $ 35,360.00 | $ 35,376.00 | $ - | $ 120,396.00 |
| Dec-97 | $ 18,800.00 | $ 20,824.00 | $ 64,032.00 | $ 67,649.00 | $ 171,305.00 |
| 2nd QTR 98 TOTALS | $ 88,106.00 | $ 81,776.50 | $ 144,646.50 | $ 74,392.00 | $ 388,921.00 |
| Jan-98 | $ 11,445.00 | $ - | $ 46,967.00 | $ 20,425.00 | $ 78,837.00 |
| Feb-98 | $ 60,946.00 | $ 26,612.00 | $ 22,537.00 | $ 4,920.16 | $ 115,015.16 |
| Mar-98 | $ 57,333.18 | $ - | $ 29,179.70 | $ 24,800.00 | $ 111,312.88 |
| 3rd Qtr 98 TOTALS | $ 129,724.18 | $ 26,612.00 | $ 98,683.70 | $ 50,145.16 | $ 305,165.04 |
| Yearly TOTALS | MBE $ 337,509.18 | WBE $ 126,229.70 | ESB $ 469,356.20 | not certified $ 302,602.51 | TOTAL $ 1,235,697.59 |

# NOT INCLUDED IN THE INFORMAL SHELTERED MARKET

**SUMMARY OF 97-98 LPO TOTALS FOR DEPARTMENT OF ENVIRONMENTAL SERVICES**

**$0-$2,500**



**SUMMARY OF LPO SPENDING BETWEEN APRIL 1, 1997 AND MARCH 31, 1998**
**PURCHASES RANGE FROM $0 TO $2,500.**

| DATE MO/YR | MBE | WBE | ESB | not certified | MONTHLY TOTAL |
|---|---|---|---|---|---|
| Apr-97 | $ 7,020.00 | $ 2,227.00 | $ 13,913.36 | $ 84,470.11 | $ 107,630.47 |
| May-97 | $ 5,528.00 | $ 185.00 | $ 3,500.00 | $ 47,304.16 | $ 56,517.16 |
| Jun-97 | $ 6,087.32 | $ 3,951.07 | $ 20,045.50 | $ 46,993.02 | $ 77,076.91 |
| 4th QTR 97 TOTALS | $ 18,635.32 | $ 6,363.07 | $ 37,458.86 | $ 178,767.29 | $ 241,224.54 |
| Jul-97 | $ 4,761.00 | $ 12,236.15 | $ 12,566.25 | $ 66,122.56 | $ 95,685.96 |
| Aug-97 | $ 14,722.49 | $ 8,954.10 | $ 32,444.09 | $ 56,406.00 | $ 112,526.68 |
| Sep-97 | $ 2,875.50 | $ 5,306.75 | $ 18,079.21 | $ 86,022.00 | $ 112,283.46 |
| 1st QTR 98 TOTALS | $ 22,358.99 | $ 26,497.00 | $ 63,089.55 | $ 208,550.56 | $ 320,496.10 |
| Oct-97 | $ 7,455.00 | $ 9,434.88 | $ 15,293.24 | $ 59,897.26 | $ 92,080.38 |
| Nov-97 | $ 6,757.00 | $ 3,669.06 | $ - | $ 55,379.38 | $ 65,805.44 |
| Dec-97 | $ 1,364.15 | $ 4,336.35 | $ 11,523.00 | $ 57,980.32 | $ 75,203.82 |
| 2nd QTR 98 TOTALS | $ 15,576.15 | $ 17,440.29 | $ 26,816.24 | $ 173,256.96 | $ 233,089.64 |
| Jan-98 | $ 12,178.00 | $ 5,968.00 | $ 22,292.00 | $ 54,462.40 | $ 94,900.40 |
| Feb-98 | $ 2,040.00 | $ 7,739.62 | $ 8,320.00 | $ 77,132.88 | $ 95,232.50 |
| Mar-98 | $ 6,937.00 | $ 5,927.29 | $ 15,921.00 | $ 37,256.08 | $ 66,041.37 |
| 3rd Qtr 98 TOTALS | $ 21,155.00 | $ 19,634.91 | $ 46,533.00 | $ 168,851.36 | $ 256,174.27 |
| Yearly TOTALS | **MBE** $ 77,725.46 | **WBE** $ 69,935.27 | **ESB** $ 173,897.65 | **not certified** $ 729,426.17 | **TOTAL** $ 1,050,984.55 |

Breaking LPO'S for DES down by Ethnicity we see the following results: African American firms received LPO'S totaling $33,454.76. Eight different firms received LPO'S included in the preceding dollar total. Billy Suell Painting had six LPO's totaling $7502 and RJ Maintenance had 22 LPO's totaling $16,2334.76. The dollar total for Hispanic owned firms was $37,391. JVC Construction had 4 LPO's totaling $5492. Ace Specialties had 7 LPO's totaling $4758. PRO Landscape had 2 LPO's totaling $3126. NW Geotech Inc. had an LPO totaling $15,000. Seven different Hispanic owner firms had LPO's. Asian Indian owned firms had 2 LPO's totaling $2219. Asian Pacific wned firms had LPO's totaling $32,931. Native American owned firms had 6 LPO's totaling $6160. Color World Painting and Thermal Tech had 3 LPO's. WBE firms had 35 LPO's. ESB firms had 154 LPO's.

**Multnomah County, Oregon**
**Formal Construction (over $50,000) by Fiscal Year**
**FY95-98**

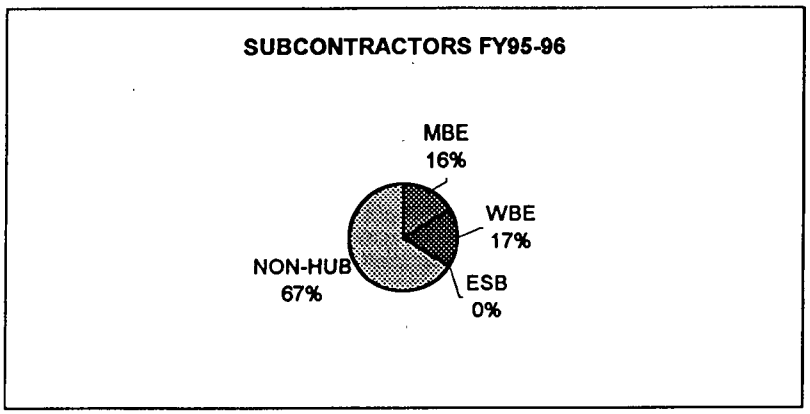
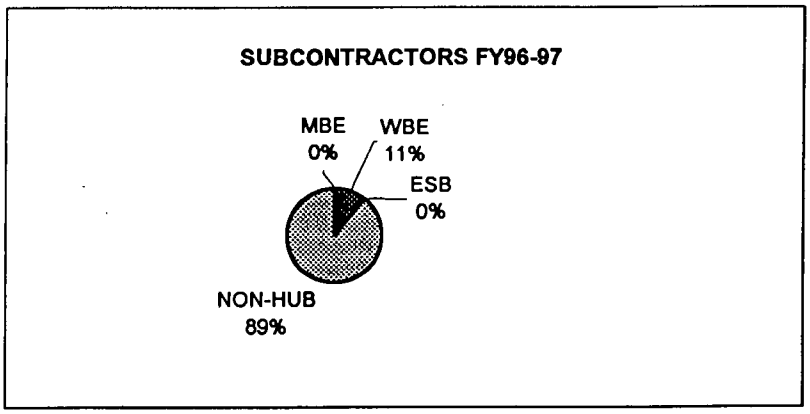
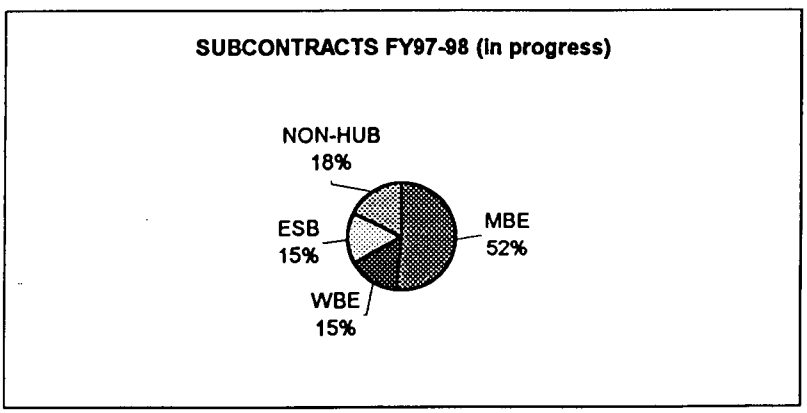
**Prime and Subcontractors**

| FISCAL YEAR | FY95-96 | | | FY96-97 | | | FY97-98 (in progress) | | |
|---|---|---|---|---|---|---|---|---|---|
| | NUMBER | AMOUNT | PERCENT | NUMBER | AMOUNT | PERCENT | NUMBER | AMOUNT | PERCENT |
| MBE | 15 | 344,033 | 1.55% | 6 | 4,709,621 | 21.26% | 6 | 420,471 | 1.28% |
| WBE | 3 | 576,412 | 5.30% | 8 | 249,922 | 2.60% | 4 | 163,584 | 0.50% |
| ESB | 7 | 418,296 | 3.85% | 4 | 1,174,325 | 5.30% | 2 | 79,332 | 0.24% |
| NON-HUB | 118 | 9,528,458 | 87.68% | 44 | 16,021,976 | 72.31% | 20 | 32,298,451 | 97.99% |

**Subcontractors Only**

| FISCAL YEAR | FY95-96 | | | FY96-97 | | | FY97-98 (in progress) | | |
|---|---|---|---|---|---|---|---|---|---|
| | NUMBER | AMOUNT | PERCENT | NUMBER | AMOUNT | PERCENT | NUMBER | AMOUNT | PERCENT |
| MBE | 12 | 354,859 | 16.47% | 1 | 506 | 0.02% | 4 | 45,167 | 51.31% |
| WBE | 2 | 376,606 | 17.48% | 8 | 249,922 | 10.64% | 2 | 13,584 | 15.43% |
| ESB | 0 | 0 | 0.00% | 0 | 0 | 0.00% | 2 | 13,624 | 15.48% |
| NON-HUB | 58 | 1,423,487 | 66.06% | 29 | 2,097,656 | 89.33% | 2 | 15,650 | 17.78% |

# MULTNOMAH COUNTY, OREGON

## Formal Construction (Over $50,000)

## UTILIZATION ANALYSIS OF SUBCONTRACTORS BY FISCAL YEAR