



MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

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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.**

MAY 25 & 27, 1999

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Tax Supervising and Conservation Commission Hearing
Pg 2	11:00 a.m. Tuesday Community and Family Services Budget Session
Pg 2	1:30 p.m. Tuesday Budget Policy Review Work Session and Discussion
Pg 3	9:30 a.m. Thursday Honoring Community Peacemakers Presentation
Pg 6	10:15 a.m. Thursday Lease and Intergovernmental Agreement with Washington County
Pg 6	10:35 a.m. Thursday Resolution Adopting 1999-2000 County Budget
★	Check the County Web Site: http://www.multnomah.lib.or.us

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

Tuesday, May 25, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET HEARING

PH-1 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the 1998-99 Multnomah County Supplemental Budget and the Approved 1999-00 Multnomah County Budget. Multnomah County Board and Dave Warren Response to TSCC Questions. 1.5 HOURS REQUESTED.

Tuesday, May 25, 1999 - 11:00 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET/POLICY WORK SESSION

WS-1 Department of Community and Family Services Citizen Budget Advisory Committee Report by Susan Oliver Followed by Department of Community and Family Services Issues, Opportunities and Board Discussion. Presented by Lorenzo Poe, Department Staff and Invited Others. 1 HOUR REQUESTED.

Tuesday, May 25, 1999 - 1:30 PM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET/POLICY WORK SESSION

WS-2 Public Affairs Office Budget - Gina Mattioda (10 minutes)
Strategic Investment Program Budget - John Rakowitz (10 minutes)
Issues Raised by the Board:
1. Borrowing Capacity and Building Plans
2. Levy Capacity Issues
3. State and Federal Legislative Concerns and Possibilities
4. General Budget Discussion
Presented by Department Staff and Invited Others. 2.5 HOURS REQUESTED.

Thursday, May 27, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

NON-DEPARTMENTAL

C-1 Appointment of Alyce Ross to the ELDERS IN ACTION COMMISSION

SHERIFF'S OFFICE

C-2 RESOLUTION Approving Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees at the Multnomah County Jails

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

C-3 Budget Modification DCJ 99-01 Correcting an Indirect Cost Calculation Error in the Substance Abuse Services Program FY 1999 Budget

C-4 Budget Modification DCJ 99-15 Transferring Pre-Trial Release Supervision Staff from the State of Oregon Judicial Department to Multnomah County Department of Juvenile and Adult Community Justice Per Intergovernmental Agreement Approved September 17, 1998

C-5 Intergovernmental Revenue Agreement 700839 with the City of Portland Police Bureau, Providing Funding for the S.T.O.P. Drug Diversion Program for Defendants Charged with Drug Possessions

C-6 Budget Modification DCJ 99-54 Adding \$243,000 Local Law Enforcement Block Grant Revenue to Support the S.T.O.P. Drug Division Program

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-7 RESOLUTION Authorizing Execution of Deed D991632 Upon Complete Performance of Contract 15781 with Mahlon K. Evans, Jr. and Belle V. Evans

C-8 RESOLUTION Authorizing Execution of Deed D991633 Upon Complete Performance of Contract 15792 with Pauline Empey, John Rector, and Rosie Rector

- C-9 RESOLUTION Authorizing Execution of Deed D991634 for Repurchase of Tax Foreclosed Property to Former Owner Earl J. Fletcher
- C-10 Budget Modification DES 99-15 Adding 1.0 FTE Facilities Services Coordinator to the Multnomah Building, Beginning May, 1999
- C-11 Report the Hearings Officer Decision Regarding Approval of Three Administrative Decisions on PRE 16-98, 17-98 and 18-98 for Dwelling Approval Validations for Three Contiguous EFU Zoned Parcels and Implementation of Approved Farm Management Plans on Property Located at 14180, 13950 and 13695 NW SKYLINE BOULEVARD, PORTLAND
- C-12 Report the Hearings Officer Decision Regarding Denial of E 1-99, a Request for a Retroactive Exception to the Secondary Fire and Safety Zones and Forest Practices Setbacks for an Illegal Structure in the Commercial Forest Use Zoning District on Property Located at 11272 NW SKYLINE BOULEVARD, PORTLAND

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-13 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody
- C-14 Amendment 1 to Intergovernmental Agreement 9910156 with Oregon Health Sciences University Providing Additional Funding for Psychiatric Consultation Services
- C-15 Amendment 1 to Intergovernmental Revenue Agreement 9910352 with Centennial School District, 28J Funding Mental Health Services for Children
- C-16 Intergovernmental Revenue Agreement 9910675 with the U.S. Department of Housing and Urban Development Funding Turning Point Transitional Housing Project Supportive Services, Operating Costs, and Administrative Costs
- C-17 Intergovernmental Revenue Agreement 9910676 with the Oregon Department of Human Resources (Annie E. Casey Foundation Grant) to Support the Schools Uniting Neighborhoods Project and Southeast Community Building Efforts

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-2 Honoring Multnomah County's Community Peacemakers: Thousand Crane Student Peace Awards and Health Department Violence Prevention Program's Community Peacemaker and Peace Action Zone Awards. Presentations by Commissioner Sharron Kelley, Linda Jaramillo and Carolyn Marks Bax. 15 MINUTES REQUESTED.

- R-3 PROCLAIMING June 5, 1999 STAND FOR CHILDREN DAY in Multnomah County, Oregon

SHERIFF'S OFFICE - 9:50 AM

- R-4 RESOLUTION Establishing Fees and Charges for Chapter 15, Sheriff, of the Multnomah County Code and Repealing Resolution No. 98-86

DEPARTMENT OF LIBRARY SERVICES - 9:55 AM

- R-5 Intergovernmental Agreement 9910811 with Corbett School District No. 39 Providing Community Hours at the High School/Middle School Library and the Grade School Library with Access for Adults; Purchase of Books and Other Materials for Children and Adults; and Purchase of Computers and Other Equipment for Public Use, Including Access to Multnomah County Library's Materials through Connection to the Library's Online Catalog and Web Page

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 10:00 AM

- R-6 NOTICE OF INTENT to Apply for Stewart B. McKinney Act, U.S. Department of Housing and Urban Development Continuum of Care Supportive Housing Program Funds for the Homeless
- R-7 NOTICE OF INTENT to Apply for U. S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention Funding for the Safe Start Initiative Project

DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:10 AM

- R-8 Report the Planning Commission Decision Regarding Denial of ZC 1-98/PR 1-98; a Request for a Zone Change and Plan Revision to Change the Existing

Zoning from Exclusive Farm Use to Rural Residential on Property Located at 4046 SE 302nd AVENUE, TROUTDALE and Request that a De Novo Hearing be Scheduled for 10:30 a.m., Tuesday, June 1, 1999, with Testimony Limited to 20 Minutes Per Side.

- R-9 RESOLUTION to Initiate Proceedings to Vacate a Portion of S.E. Burnside Road and Set a Public Hearing Date for 9:30 a.m., Thursday, July 1, 1999
- R-10 Intergovernmental Agreement 9910769 with Washington County for Lease of Real Property for Use as an Alcohol and Drug Treatment Facility

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE - 10:25 AM

- R-11 Intergovernmental Agreement 0010595 with Washington County Providing a Facility, Staff Support, and Supplies for a Secure Residential Alcohol and Drug Treatment Center Administered by the Multnomah County Adult Community Justice
- R-12 NOTICE OF INTENT to Apply for a U.S. Department of Justice, Office of Justice Programs Comprehensive Approaches to Sex Offender Management Grant

DEPARTMENT OF SUPPORT SERVICES - 10:35 AM

- R-13 Budget Modification DSS 99-13 Reducing General Fund Cash Transfer to the Library Fund in 98-99 by \$1,291,220 to Reflect Increase in Property Tax Levy Revenue and Decrease in Need for General Fund Support. Increases General Fund Cash Transfer to the Public Safety Levy Fund in 98-99 by \$738,842 to Reflect Increase in "Fossil" Public Safety Levy Receipts in the General Fund
- R-14 RESOLUTION Adopting the 1999-2000 Budget for Multnomah County and Making Appropriations Thereunder, Pursuant to ORS 294.435
- R-15 RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1999-2000

COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 11:15 AM

- R-16 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

MEETING DATE: MAY 27 1999
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Elders in Action Commission

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 5/27/99

AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Alyce Ross to the Elders in Action Commission

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 13 PM 3:06
MULTI-NOMAH COUNTY
OREGON

MEETING DATE: MAY 27 1999
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees at the Multnomah County Jails

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

REGULAR MEETING: DATE REQUESTED: Next Available Board Meeting
AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Sheriff's Office DIVISION: _____
CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Larry Aab

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER


SUGGESTED AGENDA TITLE:

Resolution for Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees at the Multnomah County Jails.

(Note: This is a new Chaplain and should not be confused with Chaplain allowance passed in December 1998)

5/26/99 copies to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____

CLERK
MAY 19 PM 7:47
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-99

Annual Authorization for Designation of a Portion of Compensation as
a Housing Allowance for Chaplains Serving Inmates and Employees
at the Multnomah County Jails

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office employs Robert Lucas as a chaplain serving inmates and employees at the County jails.
- b. The Sheriff's Office does not provide housing to the chaplain.
- c. 26, USC 107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

The Multnomah County Board of Commissioners Resolves:

Robert Lucas is allowed to designate \$12,000 per annum of his compensation as a housing allowance for calendar year 1999 subject to the requirements and limitations of internal revenue law.

Adopted this 27th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Counsel

BMDCJ99_01

Agenda No. C-3

(Date) 12-Nov-98

CONTACT **Julie Neburka**

DIVISION

TELEPHONE 248-3883

*** NAME(S) OF PERSON MAKING PRESENTATION TO BOARD**

AGENDA TITLE

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

Corrects indirect cost error in the Department of Community Justice's FY 1999 budget.

(Estimated Time Needed on the Agenda)

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes that budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This bud mod reduces DCJ's Substance Abuse Services program by \$14,887 and increases the Public Safety Levy contingency by the same amount. It reduces General Fund Contingency by \$14,887 to reflect the loss of indirect cost reimbursement. During the budget process, the wrong rate was used to calculate indirect costs for contracted alcohol and drug treatment services, resulting in a \$14,887 overstatement of costs.

(Explain revenues being changed and reason for the change)

Public Safety Levy contingency will increase by \$14,887.

General Fund contingency will decrease by \$14,887.

(to be completed by Budget & Quality)

Date: 11/3/98

Public Safety Levy Fund Contingency before this modification:

6,976,951 After this modification: 6,991,838

General Fund Contingency before this modification:

1,973,264 After this modification: 1,958,377

Originated By

Date _____

Department Director

Date _____

Plan/Budget Analyst

Date _____

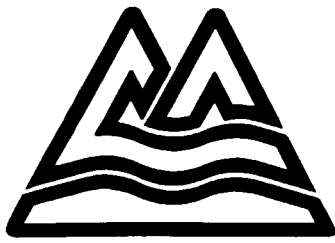
Employee Services

Date _____

Board Approval

Date _____

5/27/99



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners
FROM: Julie Neburka, Budget Analyst
TODAY'S DATE: May 13, 1999
SUBJECT: Department of Community Justice budget correction

I. Recommendation / Action Requested:

Approve bud mod DCJ 01 to correct an indirect cost calculation error in the Substance Abuse Services program. This correction would reduce program indirect costs by \$14,887, increase the Public Safety Levy contingency by the same amount, and decrease the General Fund Contingency to reflect the loss of indirect cost reimbursement.

II. Background / Analysis:

During this year's budget process, the Board approved an add package for contracted alcohol and drug treatment services. When calculating the indirect costs for this add package, last year's indirect cost rate (0.0541) was used in place of this year's lower indirect cost rate of 0.0509. As a result, DCJ budgeted more in indirect costs than it will use. This bud mod corrects that overage.

III. Financial Impact:

There will be no net change in Fund 169, the Public Safety Levy. DCJ's Substance Abuse Services program will decrease by \$14,887, and contingency will increase by the same amount. General Fund contingency will decrease by \$14,887 to reflect the loss of indirect cost reimbursements.

IV. Legal Issues:

None.

V. Controversial Issues:

This is a clerical correction. The department believes, however, that it should be allowed to keep this amount in its budget.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

12/18/97

(Date)

DEPARTMENT Community Justice

DIVISION

CONTACT Meganne SteeleTELEPHONE 248-3961

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Elyse ClawsonSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)**Budget modification to transfer employees from the State of Oregon Judicial Department to Multnomah County****Department of Community Justice.**

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

Multnomah County Department of Community Justice has entered into an Intergovernmental Agreement with the State of Oregon Judicial Department for the purpose of transferring Pre-trial Release Supervision Program (PRSP) staff from the State of Oregon to Multnomah County DCJ. This transfer will increase the Pre-trial Services budget by \$69,893 in order to provide continued pre-trial services in Multnomah County. Effective October 1, 1998 1 FTE Corrections Technician and 1 FTE Program Administrator will be added to DCJ budget and supported by State funding through the end of FY 98-99.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase revenue from State of Oregon Judicial Dept

\$ 69,893

BOARD OF
 COUNTY COMMISSIONERS
 99 MAY 19 AM 11:12
 MULTNOMAH COUNTY
 OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification \$

Originated By

Date

M. Dianne Smith5/7/99

Department Director

Date

E. Clawson5/7/99

Plan/Budget Analyst

Date

Nebraska5/13/99

Employee Services

Date

Board Approval

Date

Rebecca C. Boast5/27/99

BMDCJ99_15

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium		Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
				Increase/(Decrease)		
				Fringe	Ins.	
	100-022-2223					
1.00	Corrections Technician (8mos)	19,312	4,341	3,562	27,214	
1.00	Program Administrator (8 mos)	27,184	6,088	3,808	37,079	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
TOTAL CURRENT FISCAL YEAR CHANGES			46,496	10,428	7,369	64,294

BMDCJ99 15

TRANSACTION EB GM []

ACCOUNTING PERIOD

9

BUDGET FY 98-99

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

9

BUDGET FY 98-99

[illegible]



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: Meganne Steele, Budget and Policy Manager *MS*
Department of Community Justice

DATE: April 21, 1999

SUBJECT: Approval of IGA to Transfer Pre-trial Release Supervision Staff from State of Oregon Judicial Department to Multnomah County Department of Community Justice

I. RECOMMENDATION/ACTION REQUESTED:

Approval of budget modification to appropriate \$69,893 of revenue from the State of Oregon Judicial Department in support of the transfer of staff to Multnomah County Department of Community Justice to provide Pre-trial services.

II. BACKGROUND/ANALYSIS:

The Department of Community Justice has entered into an Intergovernmental Agreement with the State of Oregon Judicial Department (OJD) to transfer all functions and employees of the OJD's pretrial services to the County. The State has agreed to pay the County the remaining funds budgeted for the 97-99 biennium for salary, insurance, and other payroll expenses. They have also agreed to transfer all material, supplies, capital equipment, and space in the Justice Center and MCDC assigned for pretrial release purposes.

III. FINANCIAL IMPACT:

This budget modification will increase the Department of Community Justice 1998-99 appropriation by \$69,893 to cover salary and related costs for pretrial services. The State will not continue support of these services beyond the 97-99 biennium. Support for the on-going costs are included in the 1999-2000 approved budget.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: None

VI. LINK TO CURRENT COUNTY POLICIES: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF OREGON JUDICIAL DEPARTMENT
AND
MULTNOMAH COUNTY
DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON JUDICIAL DEPARTMENT, hereinafter "OJD," and the MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE, hereinafter "COUNTY."

WHEREAS, both parties now act by order of the presiding judge to provide pretrial services in Multnomah County, including: (1) the release assistance functions as outlined in the presiding judge order, (2) the supervision of conditional release individuals assigned to the Pretrial Release Supervision Program under ORS 135.260, and (3) the supervisory support necessary to carry out these functions; and

WHEREAS, the parties acknowledge that ORS 236.605 through 236.640 provide for the transfer of public employees between public employers and the parties agree to apply the provisions of ORS 236.605 through 236.640 to this transfer;

WHEREAS, ORS 190.110 authorizes agreements between a unit of local government and a state agency made for the purpose of cooperation in the performance of a duty or the exercise of a power; now therefore,

THE PARTIES HERETO, in consideration of those mutual promises, terms, and conditions hereinafter provided, agree to the following:

1. TRANSFER OF PRETRIAL SERVICES FROM OJD TO COUNTY

- A. Effective October 1, 1998, or such later date as agreed upon in writing by the parties, the pretrial services specifically enumerated above which had been provided by OJD and COUNTY employees will be provided only by COUNTY employees.
- B. Effective October 1, 1998, or such later date as agreed upon in writing by the parties, the OJD employees in the listed OJD position numbers, who are providing pretrial services in Multnomah County, will transfer to the COUNTY, consistent with all provisions of ORS 236.605 through 236.640. The position numbers and classifications of each position are as follows:

<u>POSITION NUMBER</u>	<u>CLASS NO.</u>	<u>CLASS DESCRIPTION</u>
2601182	J9624	Supv. Release Asst. Officer
2601161	J9622	Release Assistance Officer

2. CLASSIFICATION

Transferred employees will be placed in COUNTY positions comparable to the positions they held under their OJD employment as follows: The OJD Release Assistance Officer

will become COUNTY Corrections Technician. The OJD Supervising Release Assistance Officer will become a COUNTY Program Administrator.

3. COMPENSATION

- A. Transferred employees will not have their wages reduced as a result of the transfer.
- B. Transferred employees will be placed at a salary step in the COUNTY salary range equal to their last OJD hourly rate.
- C. If there is no equivalent COUNTY step, the employee will be placed at the next higher step.
- D. If the employee's former OJD hourly wage is higher than the COUNTY'S maximum step for the equivalent position, the employee will be paid at the rate at which the employee was formerly paid by the OJD. The employee will remain at that hourly rate until the top step of the pay range exceeds that rate.

4. SENIORITY

- A. Transferring employees will retain credit for the time accrued in their OJD position when calculating their seniority with the COUNTY.
- B. No COUNTY employee shall be demoted or laid off due to the seniority of transferring employees at the time the transfer occurs.
- C. If a transferring employee was on probationary status with the OJD, probationary time accrued with the OJD will be applied to the COUNTY's probationary requirements.

5. ACCRUED LEAVE

In accordance with ORS 236.610(4), transferring employees may elect to retain accrued sick and vacation leave. The OJD will liquidate all accrued compensatory time prior to transfer. At the time of transfer, for each position transferred, the OJD will pay to the COUNTY a sum equal to the number of hours of accrued leave retained times the employee's hourly rate of pay, in accordance with ORS 236.610(4).

6. HEALTH INSURANCE

In the event that a transferred employee is subject to a waiting period for coverage of preexisting conditions under the COUNTY health insurance plan, the COUNTY will arrange for a waiver of the waiting period and any additional premium costs will be paid by the OJD for a period not to exceed 12 months.

7. RETIREMENT

Transferred employees will continue their participation in the Public Employees Retirement System without interruption.

8. PERSONNEL RECORDS

The OJD will furnish the personnel records of transferred employees to the COUNTY within 60 days of the effective date of this IGA.

9. TRANSFER OF FUNDS, CAPITAL EQUIPMENT, AND ASSIGNED SPACE FROM OJD TO COUNTY IN 1997-1999 BIENNIUM

- A. At the time of transfer, the OJD will pay to the COUNTY the remaining funds budgeted for the 1997-99 biennium for the transferring positions for salary, insurance, and other payroll expenses. Salary, insurance and other payroll expenses will be transferred based on the current level of monthly expenditure for each position. With the exception of ORS 236.610(3),(4) and (5), this transfer is the total financial obligation of the OJD to the COUNTY under this agreement.
- B. Effective on the date of the transfer, the OJD will transfer to the COUNTY all material, supplies, and capital equipment used in providing pretrial services. Effective on the date of transfer, the COUNTY will become responsible for all material, services and supplies, and capital equipment used for pretrial services.
- C. Effective on the date of the transfer, the OJD will transfer to the COUNTY all space in the Justice Center and Multnomah County Detention Center assigned to the OJD for pretrial release purposes except the judges' chambers for JC1 and JC2 and the judges' staff space adjacent to those chambers, Room 304 in the Justice Center. Room 308 in the Justice Center will continue in shared use between the OJD and the COUNTY. COUNTY will be permitted to continue present use of those spaces with the understanding that OJD will provide 90 days notice if it desires to terminate such use.

10. COLLABORATIVE PROGRAM PLANNING AND MANAGEMENT

- A. Recognizing that effective pretrial services are essential to the operations of the circuit court in Multnomah County, the Multnomah County Department of Juvenile and Adult Community Justice, and other local criminal justice agencies, the parties agree to plan for the delivery of pretrial services with each other and with interested agencies and to consult each other and interested agencies when fiscal or programmatic circumstances could impact such services. Commencing on the effective date of this agreement, the COUNTY will provide to the presiding judge monthly reports of activity of the Pretrial Release Intake Program and the Pretrial Release Supervision Program.
- B. The Presiding Judge of the Fourth Judicial District will appoint by order COUNTY staff, including staff transferred under this agreement, as release assistance officers and release assistance deputies of the judicial district and will delegate by order appropriate release authority. Only COUNTY staff appointed by the presiding judge may act as release assistance officers or release assistance deputies for the judicial district or supervise individuals released to the Pretrial Release Supervision Program by the court or a release assistance officer or release assistance deputy. In all instances, COUNTY staff shall act as release

assistance officers or release assistance deputies only as provided by the order of the presiding judge.

11. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from October 1, 1998, unless a later effective date is set by the parties, until terminated as described herein.
- B. Except as provided below, this agreement may be terminated by the written notice of either party received by the other party at least six months prior to the effective date of termination.
- C. Prior to June 30, 1999, this agreement may not be terminated by the COUNTY without returning to the OJD the funds transferred to the COUNTY on the effective date of this agreement less the amount expended for leave cost, salary, and other payroll expenses for time elapsed prior to the termination date for each transferred employee.
- D. In no event, however, shall termination by the COUNTY become effective at any time until the Legislative Assembly again establishes position authority and permanent funding in the Fourth Judicial District for the transferred supervising release assistance officer and one (1) release assistance officer, unless this requirement is waived by the OJD.
- E. Upon termination of this agreement, COUNTY will immediately transfer to OJD the capital equipment used in providing pretrial services.
- F. Upon termination of this agreement, COUNTY will immediately transfer to OJD all space in the Justice Center and Multnomah County Detention Center assigned to the COUNTY for pretrial release purposes. Room 308 in the Justice Center will continue in shared use between OJD and the COUNTY.
- G. OJD will continue to provide access for 25 Oregon Judicial Information Network (OJIN) user profiles to be used by pretrial release staff. OJD, however, will retain ownership of all aspects of OJIN and in the event of security violations or other misuse of the system, will remove authorization for access to OJIN as necessary to stop or prevent violations or other misuse, up to and including termination of access to OJIN.
- H. OJD has made no fiscal commitment beyond the current state of Oregon funding cycle.

12. TORT CLAIMS ACT

To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, OJD agrees to defend, indemnify, and hold harmless COUNTY from any claims for injury or damages resulting from the acts or omissions of any employee who becomes a COUNTY employee pursuant to this agreement which acts or omissions occurred prior to the effective date of this agreement, and further agrees to defend, indemnify, and hold harmless COUNTY from any claims by any transferred employee arising out of conditions of employment prior to the effective date of this agreement.

To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, COUNTY agrees to defend, indemnify, and hold harmless OJD from any claims for injury or damages resulting from the acts or omissions of any employee who becomes a COUNTY employee pursuant to this agreement which acts or omissions occur on or after the effective date of this agreement, and further agrees to defend, indemnify, and hold harmless OJD from any claims by any transferred employee arising out of conditions of employment on or after the effective date of this agreement.

13. FISCAL AUDITS

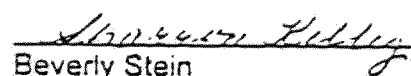
Each party will cooperate in any annual or other regular fiscal audit of the other party's finances for the fiscal year(s) relevant to this agreement to the extent feasible, reasonable, and allowed by law. On request, each party will make available to the other party all documentation concerning this agreement necessary for audit purposes.

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

STATE OF OREGON
JUDICIAL DEPARTMENT


MULTNOMAH COUNTY, OREGON

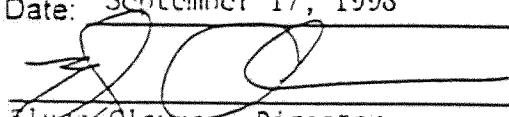

Kingsley W. Click
State Court Administrator


for Beverly Stein
Multnomah County Chair

Date: 8/27/98

Date: September 17, 1998


Judge James R. Ellis
Presiding Judge
4th Judicial District


Elyse Clawson, Director
Department of Juvenile and Adult
Community Justice

Date: 9/9/98

Approved as to Legal Form and Sufficiency

REVIEWED:


Legal Counsel Section

THOMAS SPONSLER
County Counsel for
Multnomah County, Oregon

Date: 9/17/98

By 

TKB:bkv/E6B98002
8/98

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 9/17/98
DEB BOGSTAD
BOARD CLERK

MEETING DATE: MAY 27 1999
AGENDA NO: C-5
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL REVENUE AGREEMENT BETWEEN DCJ AND THE CITY OF PORTLAND POLICE BUREAU

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: COMMUNITY JUSTICE DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE #: 248-3968
BLDG/ROOM #: 311/DCJ

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 700839 with the City of Portland Police Bureau and DCJ provides funding for the S.T.O.P. Drug Diversion Program for defendants charged with drug possessions.

A Budget Modification is included in this packet.

5/27/99 ORIGINALS to Alandria Taylor

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: April 27, 1999

SUBJECT: Approval of Intergovernmental Revenue Agreement Number 700839
between the Department of Community Justice and the City of Portland Police Bureau

I. RECOMMENDATION / ACTION REQUESTED:

We recommend your approval of the attached Intergovernmental Agreement with the City of Portland Police Bureau. The agreement provides funds for Multnomah County's Circuit Court STOP Drug Diversion Program.

II. BACKGROUND / ANALYSIS:

The Portland Police Bureau has been awarded a Local Law Enforcement Block Grant (LLEBG). The grant is awarded through the U.S. Department of Justice, Bureau of Justice Assistance.

The grant includes \$243,000 for the Multnomah County Department of Community Justice (DCJ) to support the Circuit Court's drug diversion programs. The Court refers clients it determines appropriate to substance abuse treatment provided by InAct, Inc. The \$243,000 will be used to support an existing contract between the DCJ and InAct, Inc for treatment of clients referred by the Court.

III. FINANCIAL IMPACT:

The grant provides \$243,000 for program services from October 1, 1998 to September 30, 2000. Through agreement with the contractor, this will provide \$100,000 in FY 98-99, and \$143,000 in FY 99-00.

The LLEBG program requires that its funds may not exceed 90 percent of total program costs. The total project cost accounted for in this agreement is \$270,000. This includes \$243,000 in LLEBG funds and \$27,000 of local match. The local match will be provided by DCJ general funds budgeted for the InAct contract. The LLBEG does not provide for the Department's indirect cost rate of 0.7 per cent. Indirect costs from the General Fund will be \$1,701 for FY98-99 and FY 99-00.

A budget modification request to appropriate these grant funds is included in this package.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

This agreement is retroactive for several reasons. The City of Portland did not prepare the agreement until December 1998. Then it was held through the County budget process to determine if the significant cuts in state support would allow the DCJ to continue the County's core support to the program. (An early proposal would have eliminated county funding.) And, finally, it was held while InAct considered how to distribute the funds between FY99 and F00.

VI. LINK TO CURRENT COUNTY POLICIES:

The STOP Diversion Program directly links to the county policy to provide substance abuse treatment to offenders, and thereby reduce recidivism.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

This use of the U.S. Department of Justice LLEBG funds is based on agreement among the County Circuit Court, the DCJ, and the Portland Police Bureau.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 700839
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-5 DATE 5/27/99 DEB BOGSTAD BOARD CLERK

Department: Community Justice Division: RMS Date: 2/4/99
 Originator: Cary Harkaway Phone: 83039 Bldg/Rm: 161/600
 Contact: Alandria Taylor Phone: 83968 Bldg/Rm: 311/DCJ

Description of Contract: **Intergovernmental Revenue Agreement provides funding for the S.T.O.P. Drug Diversion Program for defendants charged with drug possessions.**

RENEWAL: ☐ PREVIOUS CONTRACT #(S):
 RFP/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 <u>Portland Police Bureau</u>		Remittance address	
Address <u>1111 SW 2nd Street Room 1526</u>		(If different)	
<u>Portland, Oregon 97204</u>			
<u>Susan Crabtree</u>			
Phone <u>823-0370</u>		Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <input type="checkbox"/> Other	
Effective Date <u>October 1, 1998</u>			
Termination Date <u>September 30, 2000</u>			
Original Contract Amount \$ <u>243,000</u>			
Total Amt of Previous Amendments \$ <u>0</u>		<input type="checkbox"/> Requirements Not to Exceed \$	
Amount of Amendment \$ <u>0</u>			
Total Amount of Agreement \$ <u>243,000</u>		Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES:

Department Manager E. Clawson DATE 4-30-99
 Purchasing Manager [Signature] DATE 5/11/99
 (Class II Contracts Only)
 County Counsel [Signature] DATE May 27, 1999
 County Chair [Signature] DATE
 Sheriff DATE
 Contract Administration DATE
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	022	2332							100,000	
02	156	022	2332							143,000	
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/City of Portland
INTERGOVERNMENTAL AGREEMENT
for the Use of Local Law Enforcement Block Grant Funds
Effective October 1, 1998

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. between Multnomah County Department of Juvenile and Adult Community Justice (MCJACJ), jointly with and on behalf of Multnomah County, and the City of Portland (City).

1. GENERAL SCOPE

- A. The City of Portland Police Bureau (City) has been awarded a Local Law Enforcement Block Grant. One project of this grant identifies \$243,000 to be provided to the Multnomah County Department of Juvenile and Adult Community Justice (MCJACJ) and a match of \$27,000 to be provided by the county.
- B. MCJACJ will use the funds for the S.T.O.P. Drug diversion Program a diversion and treatment program for defendants charged with drug possession. This program falls under the grant purpose area of supporting drug courts
- C. MCJACJ agrees to maintain all financial records relating to participation in this agreement including but not limited to all payroll records. MCJACJ agrees to provide the City with access to the books documents, papers and records which relate directly to this agreement for the purpose of audit requirements. MCJACJ agrees to retain all records related to this agreement for a period of not less than three years following the termination of this agreement.

2. COMPENSATION

- A. Total project cost to be realized by MCJACJ will be \$270,000. The Police Bureau, through the Bureau of Justice Assistance Block Grant will reimburse the county up to 90% or \$243,000 of the total project costs. The reimbursement will be based on actual billings to the Portland Police Bureau.

- B. The paying party shall send payment within thirty (30) days after receipt of each billing.

3. HOLD HARMLESS

Indemnification To the extent permitted by the Oregon Tort Claims Act, MCJACJ and Multnomah County agree to indemnify, defend, and hold harmless the City from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of MCJACJ, Multnomah County, and its officers, employees, and agents in performance of the interagency agreement. To the extent permitted by the Oregon Tort Claims Act, the City agrees to indemnify, defend, and hold harmless MCJACJ and Multnomah County from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the City and its officers, employees, and agents in performance of this interagency agreement.

4. TERM

This agreement shall extend from October 1, 1998, through and including September 30, 2000, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 9.

5. COMPLIANCE WITH LAWS

In connections with its activities under this agreement, the City and MCJACJ shall comply with all applicable federal, state, and local laws and regulations. In addition, MCJACJ and City specifically agree to comply with all requirements of federal and state civil rights and rehabilitation statutes.

6. TERMINATION

- A. This agreement may be terminated upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party.
- B. Termination under any provision of this paragraph shall not affect any rights obligation, or liability of the MCJACJ which accrued prior such termination.

7. OREGON LAW AND FORUM

- A. This agreement shall be construed according to the laws of the State of Oregon.
- B. Any litigation between MCJACJ and the City arising under this agreement or out of work performed under this agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the district of Oregon.

8. ASSIGNMENT

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

9. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

10. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

11. NOTICES

All notices pursuant to the term of this agreement shall be address as follows:

Notice to Portland:

Charles A. Moose,
Chief of Police
Bureau of Portland Police

Notice to MCJACJ:

Elyse Clawson
Multnomah County
Department of Juvenile and Adult
Community Justice

12. WORKERS COMPENSATION INSURANCE

MCJACJ, Multnomah County and city are responsible for providing workers compensation insurance coverage to their respective employees.

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

MULTNOMAH COUNTY

By: 
Beverly Stein, Chair

Date: May 27, 1999

CITY OF PORTLAND

By: _____
Vera Katz, Mayor

Date: _____

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT
COMMUNITY JUSTICE

By: 
Elyse Clawson, Director

Date: 4-30-99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

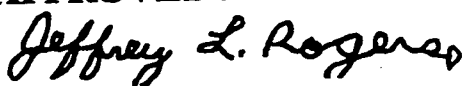
REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel
Jacqueline A. Weber

Date: 5/1/99

APPROVED AS TO FORM:

By: _____
APPROVED AS TO FORM

CITY ATTORNEY

Date: 12/2/98

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

12/18/97

(Date)

DEPARTMENT Community Justice

DIVISION

CONTACT Meganne SteeleTELEPHONE 248-3961

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget modification to add revenue from the Local Law Enforcement Block Grant, passed through the City of Portland, and increase FY 98-99 appropriation for STOP Drug Diversion program.

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

The Portland Police Bureau has been awarded a Local Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice, Bureau of Justice Assistant, which includes \$243,000 for the Multnomah County Department of Community Justice to support the STOP Drug Diversion program. The grant provides funding for program services from October 1, 1998 to September 30, 2000. Available funding for FY 98-99 is \$100,000. DCJ will provide 10% local match from existing General Fund support. This funding will increase support to the InAct, Inc. contract for the STOP Drug Diversion Program.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase revenue from the City of Portland \$ 100,000
 (US Dept of Justice, BJA federal funding)
 Increase Gen Fund Contingency 700
 (to cover indirect cost)

CLERK OF SUPERIOR COURT
 COUNTY OF MULTNOMAH
 OREGON
 MAY 19 AM 11:12

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

M. Dianne Smith

Date

5/7/99

Department Director

E. Clawson/ltt

Date

4-30-99

Plan/Budget Analyst

A. E. Smith

Date

5/13/99

Employee Services

Date

Board Approval

REBORAH C. Boston

Date

5/27/99

BMDCJ99 54

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

9

BUDGET FY 98-99

[illegible]

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

9

BUDGET FY 98-99

[illegible]



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: April 27, 1999

SUBJECT: Approval of Intergovernmental Revenue Agreement Number 700839
between the Department of Community Justice and the City of Portland Police Bureau

I. RECOMMENDATION / ACTION REQUESTED:

We recommend your approval of the attached Intergovernmental Agreement with the City of Portland Police Bureau. The agreement provides funds for Multnomah County's Circuit Court STOP Drug Diversion Program.

II. BACKGROUND / ANALYSIS:

The Portland Police Bureau has been awarded a Local Law Enforcement Block Grant (LLEBG). The grant is awarded through the U.S. Department of Justice, Bureau of Justice Assistance.

The grant includes \$243,000 for the Multnomah County Department of Community Justice (DCJ) to support the Circuit Court's drug diversion programs. The Court refers clients it determines appropriate to substance abuse treatment provided by InAct, Inc. The \$243,000 will be used to support an existing contract between the DCJ and InAct, Inc for treatment of clients referred by the Court.

III. FINANCIAL IMPACT:

The grant provides \$243,000 for program services from October 1, 1998 to September 30, 2000. Through agreement with the contractor, this will provide \$100,000 in FY 98-99, and \$143,000 in FY 99-00.

The LLEBG program requires that its funds may not exceed 90 percent of total program costs. The total project cost accounted for in this agreement is \$270,000. This includes \$243,000 in LLEBG funds and \$27,000 of local match. The local match will be provided by DCJ general funds budgeted for the InAct contract. The LLEBG does not provide for the Department's indirect cost rate of 0.7 percent. Indirect costs from the General Fund will be \$1,701 for FY98-99 and FY 99-00.

A budget modification request to appropriate these grant funds is included in this package.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

This agreement is retroactive for several reasons. The City of Portland did not prepare the agreement until December 1998. Then it was held through the County budget process to determine if the significant cuts in state support would allow the DCJ to continue the County's core support to the program. (An early proposal would have eliminated county funding.) And, finally, it was held while InAct considered how to distribute the funds between FY99 and F00.

VI. LINK TO CURRENT COUNTY POLICIES:

The STOP Diversion Program directly links to the county policy to provide substance abuse treatment to offenders, and thereby reduce recidivism.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

This use of the U.S. Department of Justice LLEBG funds is based on agreement among the County Circuit Court, the DCJ, and the Portland Police Bureau.

MEETING DATE: MAY 27 1999
AGENDA NO: C-7
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to MAHLON K. EVANS JR & BELLE V. EVANS contract purchasers for completion of Contract #15781 (Property repurchased by former Owners).

Deed D991632 and Resolution attached.

5/27/99 ORIGINAL Deed & COPIES
of all to tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: ht [Signature] Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:25
MULTIOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-100

Execution of Deed D991632 Upon Complete Performance of a Contract 15781 with MAHLON K. EVANS JR and BELLE V. EVANS

The Multnomah County Board of Commissioners Finds:

- a) On January 19, 1995, Multnomah County entered into a county contract 15781, recorded in the county deed records at Book 95 Page 18010 with MAHLON K. EVANS JR and BELLE V. EVANS, 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 Commissioners Resolves:

1. That the Chair is directed to execute a deed, on behalf of Multnomah County, to MAHLON K. EVANS JR and BELLE V. EVANS, the following described real property:

AS DESCRIBED IN ATTACHED EXHIBIT "A"

Adopted this 27th day of May, 1999.



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

DEED NO. D961632, Real property Legal description:

A tract of land in the South One-Half of Section 34, Township 1 North, Range 4 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the Base Line 990.00 feet West of the Southeast Corner of said Section 34; thence North, at right angles to said Base Line, a distance of 737.50 feet to the intersection of the centerline of County Road No. 556 (now relocated); thence S80°00'W, along the centerline of said County Road No. 556 (now relocated), a distance of 1291.00 feet; thence S75°00'W, along said centerline of said road, a distance of 50.00 feet to a point being 500 feet North of the Base Line, on a line which is at right angles to the Base line and 20 rods East of the North-South centerline of said Section 34; thence continuing Southwesterly, along the centerline of said County Road No. 556 (now relocated) to a point being 210 feet North of the Base Line, on a line which is at right angles to the Base line and 10 chains West of the North-South centerline of said Section 34; thence South, along said line, a distance of 210 feet to the Base Line; thence East along the Base Line to the point of beginning

Except that part in Smith Road, County Road No. 1325-60 and
Except that part in Evans Road, County Road No. 585-40.

DEED D991632

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MAHLON K. EVANS JR and BELLE V. EVANS, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

(AS DESCRIBED IN ATTACHED EXHIBIT A)

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,276.19.

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:

MAHLON K. EVANS JR
BELLE V. EVANS
PO BOX 11
CORBETT OR 97019-0011

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of May, 1999, 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*
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

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

DEED APPROVED:

Kathleen A. Tuneberg, Director
Tax Collections/Records Management

By *Kathleen A. Tuneberg*
Kathleen A. Tuneberg, Director

After recording, return to Multnomah County Tax Title (166/300)

EXHIBIT A

DEED NO. D961632, Real property Legal description:

A tract of land in the South One-Half of Section 34, Township 1 North, Range 4 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the Base Line 990.00 feet West of the Southeast Corner of said Section 34; thence North, at right angles to said Base Line, a distance of 737.50 feet to the intersection of the centerline of County Road No. 556 (now relocated); thence S80°00'W, along the centerline of said County Road No. 556 (now relocated), a distance of 1291.00 feet; thence S75°00'W, along said centerline of said road, a distance of 50.00 feet to a point being 500 feet North of the Base Line, on a line which is at right angles to the Base line and 20 rods East of the North-South centerline of said Section 34; thence continuing Southwesterly, along the centerline of said County Road No. 556 (now relocated) to a point being 210 feet North of the Base Line, on a line which is at right angles to the Base line and 10 chains West of the North-South centerline of said Section 34; thence South, along said line, a distance of 210 feet to the Base Line; thence East along the Base Line to the point of begining

Except that part in Smith Road, County Road No. 1325-60 and
Except that part in Evans Road, County Road No. 585-40.

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, 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: MAY 27 1999
AGENDA NO: C-8
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR, contract purchasers for completion of Contract #15792 (**Property repurchased by former Owners**).

Deed D991633 and Resolution attached.

*5/27/99 original Deed & copies
of all to tax title*

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: ht [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:23
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-101

Execution of Deed D991633 Upon Complete Performance of a Contract 15792 with PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR

The Multnomah County Board of Commissioners Finds:

- a) On July 27, 1995, Multnomah County entered into a county contract 15792, recorded in the county deed records at Book 95 Page 92200 with PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR, 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 Commissioners Resolves:

1. That the Chair is directed to execute a deed on behalf of Multnomah County, to PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR, for the following described real property:

AS DESCRIBED IN THE ATTACHED EXHIBIT "A"

Adopted this 27th day of May, 1999.



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"

DEED NO. D991633, Real Property Legal Description:

A tract of land in the Northwest One-Quarter of Section 16, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

The North 118.25 feet of the following:

Beginning at a point 265 rods South and 59.54 rods East of the Northwest Corner of the Thomas W. Gates Donation Land Claim; thence South 10.75 rods; thence East 14.46 rods; thence North 10.75 rods; thence West 14.46 rods to the point of beginning.

Excepting therefrom that part in Magdalena Park and excepting therefrom the West 137.00 feet and further excepting that part in S.E. 86th Court as described in Book 1470 Page 998, recorded May 5, 1980.

DEED D991633

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,354.33.

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:

PAULINE EMPEY
1690 SE WINDEY LANE
MILWAUKIE OR 97267

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of May, 1999, 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*
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

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

DEED APPROVED:

Kathleen A. Tuneberg, Director
Tax Collections/Records Management

By *K. A. Tuneberg*
Kathleen A. Tuneberg, Director

After recording, return to Multnomah County Tax Title (166/300)

EXHIBIT "A"

DEED NO. D991633, Real Property Legal Description:

A tract of land in the Northwest One-Quarter of Section 16, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

The North 118.25 feet of the following:

Beginning at a point 265 rods South and 59.54 rods East of the Northwest Corner of the Thomas W. Gates Donation Land Claim; thence South 10.75 rods; thence East 14.46 rods; thence North 10.75 rods; thence West 14.46 rods to the point of beginning.

Excepting therefrom that part in Magdalena Park and excepting therefrom the West 137.00 feet and further excepting that part in S.E. 86th Court as described in Book 1470 Page 998, recorded May 5, 1980.

)

) SS

)



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

Deborah Lynn Bogstad

My Commission expires: 6/27/01

MEETING DATE: MAY 27 1999

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former Owner, EARL J. FLETCHER.

Deed D991634 and Board Order attached.

5/27/99 ORIGINAL DEED & COPIES OF ALL TO TAX
TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR

DEPARTMENT
MANAGER: _____

ht Earl J. Fletcher

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:23
MULTI-STATE COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-102

Authorizing Execution of Deed D991634 for Repurchase of Tax Foreclosed Property to
Former Owner EARL J. FLETCHER

The Multnomah County Board Of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that EARL J. FLETCHER is the former record owner
- b) The above former owner has applied to the County to repurchase said property for the amount of \$16,631.23, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

The Multnomah County Board of Commissioners Resolves:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described real property, situated in the County of Multnomah, State of Oregon:

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD,
a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 27th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

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

DEED D991634

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EARL J. FLETCHER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,631.23.

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

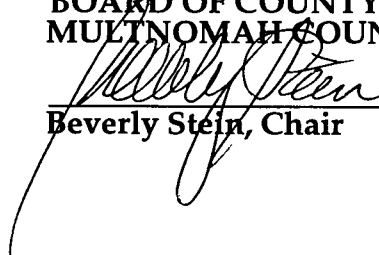
Until a change is requested, all tax statements shall be sent to the following address:

EARL J. FLETCHER
PO BOX 25072
FEDERAL WAY WA 98093

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of May, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathy Tuneberg, Director
Tax Collection/Records Management

By 
Kathleen A. Tuneberg, Director

After recording return to 166/300/Multnomah County Tax Title

STATE OF OREGON

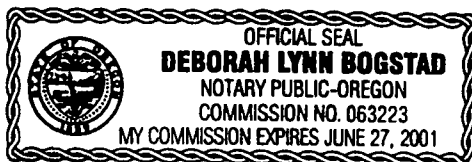
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, 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

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **Environmental Services**DIVISION: **Facilities & Property Mgmt**CONTACT: **Lance Duncan**PHONE: **x83278**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Lance DuncanSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)**Budget Modification # DES99-15 to add 1.0 FTE Facilities Services Coordinator to the Multnomah Building, beginning May, 1999**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**This budget modification redistributes expenditures related to the State Office Building in light of the recent purchase of the Multnomah Building to provide a Facilities Services Coordinator in that facility, plus related materials and supplies.**

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

none**TOTAL \$0**

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____

(Specify Fund)

AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Lance Duncan**5/7/1999**

Department Director:

Date:

Lance Duncan 5/10/99

Plan / Budget Analyst:

Date:

Chris Hays**5-13-99**

Employee Services:

Date:

5-13-99

Board Approval:

Date:

BUDGET MODIFICATION NO. DES99-15

5. ANNUALIZED PERSONNEL CHANGE (Change on a full-year basis even though this action affects only a part of the fiscal year (FY).

		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSUR	TOTAL
1.00	Facilities Services Coordinator - Multnomah Building	42,785	7,492	5,678	55,955
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
1.00	TOTAL ANNUALIZED CHANGES	42,785	7,492	5,678	55,955

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

			CURRENT YEAR			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
0.17	Facilities Svcs Coord	1.0 FTE for 2 months 1998-99	7,131	1,249	946	9,326
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
0.17	TOTAL CURRENT FISCAL YEAR CHANGES		7,131	1,249	946	9,326

BUDGET MODIFICATION NO. DES99-15

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1	DES99-15		410	030	5610			5100	526,318	533,449	7,131		Add Facilities Svcs Coordinator
2	DES99-15		410	030	5610			5500	96,977	98,226	1,249		Add Facilities Svcs Coordinator
3	DES99-15		410	030	5610			5550	74,813	75,759	946		Add Facilities Svcs Coordinator
4	DES99-15		410	030	5610			6230	70,925	73,677	2,752		Miscellaneous Supplies
5	DES99-15		410	030	5610			7150	16,454	16,780	326		Telephone
6	DES99-15		410	030	5650			6170	4,972,666	4,960,262	(12,404)		Reduce Rentals
7													
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48													
											0	0	GRAND TOTAL

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan
Date: May 7, 1999
Subject: Budget Modification DES99-115

I. Recommendation/Action Requested

Approval of budget modification.

II. Background/Analysis

Facilities & Property Management intends to present a professional presence to the public and tenants at the new Multnomah Building. Facilities & Property Management requests adding a Facilities Services Coordinator on permanent assignment to that location to coordinate and manage all facility-related issues including service requests pertaining to Facilities & Property Management, addressing issues relating to all common areas, assisting security personnel, and other responsibilities as further determined by the Customer Services Supervisor in conjunction with tenants. In the interim between the County's taking ownership and full occupancy, this position will also work with coordinating contractor's work related to requested tenant improvements.

III. Financial Impact

For FY 1998-99, there is a small financial impact of approximately \$12,400. Expenditures appropriated in Property Management initially for use at the State Office Building and Solomon Building will be redirected towards these expenditures. There will be no net changes in expenditures or revenues but the result will be slightly less money carried forward in the non-departmental general fund as an offset to the COP issued for the purchase and tenant improvements of the building. For 1999-2000, these charges will be recovered through tenant reimbursements to Facilities & Property Management.

IV. Legal Issues

No specific issues known.

V. Controversial Issues

None known.

VI. Link to Current County Policy

The action contemplated in this budget modification is responsive to current policy regarding appropriate classification of employees, as well as responding to the County Benchmarks of good government, and the RESULTS vision. Specifically this service is designed to support the vision so the public and tenants will receive excellent quality, customer-focused service, and Multnomah County employees will have an excellent place to work.

VII Citizen Participation

None anticipated.

VIII Other Government Participation.

None required or expected.

Meeting Date: MAY 27 1999
Agenda No: C-11
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearings Officer's decision on PRE 16, 17 & 18 -98.

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

REGULAR MEETING Date Requested: May 27, 1999
 Amt. of Time Needed: 5 minutes

DEPARTMENT: DES **DIVISION:** Land Use Planning
CONTACT: Chuck Beasley **TELEPHONE:** 248-3043
 BLDG/ROOM: 455 / 116

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding an Approval of three administrative decisions PRE 16, 17 & 18-98 for dwelling approval validation; implementation of approved farm management plans.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: KB [Signature]

CLERK OF
COUNTY COMMISSIONERS
99 MAY 10 AM 11:21
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY

BOARD HEARING OF May 27, 1999 TIME 9:30 a.m.

CASE NAME: Western States Development Corp.

NUMBER: PRE 16-98, 17-98, and 18-98

1. Applicant Name/Address

Western States Development Corp.
Kevin Bender
20285 NW Amberwood Dr.
Hillsboro, OR 97124

2. Action Requested by Applicant

Dwelling Approval Validations for three contiguous EFU zoned parcels that have farm management plans approved in 1989. These three applications are similar to PRE 4 and 5-98 which were previously approved and are pending a decision at LUBA. The applications are being processed under Ordinance 903 (Dwelling Approval Validation) which is intended to resolve the old farm management plan approvals that have no expiration date. Ordinance 903 has been on appeal to the Court of Appeals, and the status of the ordinance is uncertain at this time.

3. Planning Staff Recommendation

Administrative Planning Director Decision was approval with conditions.

4. Hearings Officer Decision

Approval with conditions.

5. If the Planning Director Decision and the Hearings Officer Decision are different, why?

The decisions are essentially the same. However, staff wishes to clarify one point made in the Hearings Officer decision regarding the dwelling location. The decision states that the dwelling location is approximate in the last paragraph on page 10 of the decision. The ordinance does require, under MCC 11.15.2031(B)(3), that the dwelling will be located in the location shown in the management plan unless certain conditions are met for placement in a different location. Unless an application is approved for a different location, the dwelling will only be approved in the location shown on the plan.

Action Requested of Board

☒ Affirm Hearings Officer Dec.

☐ Hearing/Rehearing

Scope of Review

☐ On the record

☐ De Novo

☐ New information allowed

ISSUES

(who raised them?)

6. The following issues were raised:

The appellant argued that the applicant did not demonstrate that all of the farm management activities called for in the plan were implemented as required because the evidence submitted was inadequate. He also maintains that the farm dwelling must meet the new Oregon Administrative Rule and Multnomah County Code implementing provisions for new dwellings on High-value farmland. This argument essentially says that the Dwelling Approval Validation ordinance is invalid, that the County needs to apply a different part of the EFU zoning code to these applications. Note that in the appeal hearing of the prior two Dwelling Validation applications (PRE 4 and 5-98), the Board found that the Dwelling Validation ordinance (Ordinance 903) remained valid. The appeal status of the ordinance at the time of the PRE 4 and 5-98 hearing was that LUBA had remanded the ordinance back to the County on procedural grounds, and that decision had been appealed to the Court of Appeals.

7. Do any of these issues have policy implications? Explain:

The Board policy as documented in the Dwelling Validation ordinance is that holders of property that has old PRE farm management plans should have two years to implement the plans in order to obtain building permits. The administrative decision and Hearings Officer decision do not require strict compliance with the approved plans finding that the "substantial compliance" language of the ordinance essentially means that the applicant must have established enough trees to reasonably meet a "currently employed for farm use" conclusion.

**BEFORE THE HEARINGS OFFICER
FOR MULTNOMAH COUNTY, OREGON
FINAL ORDER**

This Decision consists of Conditions, Findings of Fact and Conclusions.

May 7, 1999

PRE 16-98, PRE 17-98 & PRE 18-98

Appeals of three administrative decisions of three applications for Dwelling Approval Validation (and determination of substantial compliance with an approved Farm Management Plan). The appeals were combined for purposes of the hearing and this decision.

**Legal Description
& Location
of Properties:**

PRE 16-98: 14180 NW Skyline Blvd.
Lot 1 of Partition Plat 1990-43, 2N-2W, Section 25
PRE 17-98: 13950 NW Skyline Blvd.
Lot 2 of Partition Plat 1990-43, 2N-2W, Section 25
PRE 18-98: 13695 NW Skyline Blvd.
Lot 3 of Partition Plat 1990-43, 2N-2W, Section 25

Zoning Designation: EFU (Exclusive Farm Use)
SECh (Significant Environmental Concern, Wildlife Habitat)

Owner/Applicant: Western States Development
20285 NW Amberwood Dr.
Hillsboro, OR 97124

**Applicant's
Attorney:** Jeff Bachrach
O'Donnell Ramis Crew Corigan & Bachrach
1727 NW Hoyt St.
Portland, OR 97209

Appellants:	Arnold Rochlin	Christopher Foster
	P.O. Box 83645	15400 NW McNamee Rd.
	Portland, OR 97283	Portland, OR 97231

MULTNOMAH COUNTY
PLANNING SECTION

99 MAY 10 PM 1:10

RECEIVED

PROCEDURAL ISSUES

Impartiality of the Hearings Officer

- A. No ex parte contacts. I did not have any ex parte contacts prior to the hearing of this matter. I did not make a site visit.
- B. No conflicting personal or financial or family interest. I have no financial interest in the outcome of this proceeding. I have no family or financial relationship with any of the parties.

BURDEN OF PROOF

In this proceeding, the burden of proof is upon the applicant.

SCOPE OF APPEAL

A hearing before the Hearings Officer on a matter appealed under MCC .8290 shall be limited to the specific grounds relied on for reversal or modification of the decision in the Notice of Appeal.

APPLICATION TIMELINE

The applications herein were deemed complete by staff as of November 20, 1998. On January 15, 1999, attorney for the applicant requested a continuance and waived the running of the 150-day clock.

At the hearing in this matter I found that the clock did in fact stop on January 15, 1999, the 56th day. At the hearing in this matter on March 17, 1999, the applicant's attorney, Jeff Bachrach, asked that the record be kept open in order to submit additional argument. Mr. Bachrach submitted that additional argument on April 2, 1999, the date on which the clock again started running.

Since the subject property is not within an Urban Growth Boundary, I find that pursuant to Section 2, Chapter 414, Oregon Laws 1997, the governing body must take final action on the application within 150 days after the application is deemed complete. Accordingly, I find that May 7, 1999 is the 92nd day on the 150-day clock.

I also reviewed Mr. Bachrach's submittal to determine if any new evidence was presented. I found that the submittal was simple legal argument. The appellants did not request the opportunity to make additional submittals.

FACTS

1 - Applicant's Proposal

A. PRE 16-98

The applicant's September 28, 1998 Introduction describes the application and gives a brief history of farm dwelling approval on the subject parcel. This application is intended to validate the dwelling proposed in conjunction with the farm use described in the farm management plan approved in PRE 23-89. In addition to the farm dwelling, the management plan approval allowed partition of the parent 66.6 acre parcel into two additional lots under approval LD 25-89. The three parcels have been mapped as Partition Plat 1990-43 Lots 1 through 3. Each of the other two parcels received farm management plan approvals and received Dwelling Validation Approvals under case numbers PRE 17-98 and PRE 18-98, which decisions are also on appeal herein.

B. PRE 17-98

The applicant's September 28, 1998 Introduction describes the application and gives a brief history of farm dwelling approval on the subject parcel. This application is intended to validate the dwelling proposed in conjunction with the farm use described in the farm management plan approved in PRE 24-89. In addition to the farm dwelling, the management plan approval allowed partition of the parent 66.6 acre parcel into two additional lots under approval LD 25-89. The three parcels have been mapped as Partition Plat 1990-43 Lots 1 through 3. Each of the other two parcels received farm management plan approvals and received Dwelling Validation Approvals under case numbers PRE 16-98 and PRE 18-98, which decisions are also on appeal herein.

C. PRE 18-98

The applicant's September 28, 1998 Introduction describes the application and gives a brief history of farm dwelling approval on the subject parcel. This application is intended to validate the dwelling proposed in conjunction with the farm use described in the farm management plan approved in PRE 25-89. In addition to the farm dwelling, the management plan approval allowed partition of the parent 66.6 acre parcel into two additional lots under approval LD 25-89. The three parcels have been mapped as Partition Plat 1990-43 Lots 1 through 3. Each of the other two parcels received farm management plan approvals and received Dwelling Validation Approvals under case numbers PRE 16-98 and PRE 17-98, which decisions are also on appeal herein.

2 - Procedural History

In 1989, Western States Development Corporation, as applicant, received farm dwelling approvals in the matter of PRE 23-89, PRE 24-89 and PRE 25-89. The approvals related to Parcels 1, 2 and 3 of Partition Plat 1990-43, which received partition approval under LD 25-89. Farm Dwelling approvals were issued in accordance with the County ordinance provisions in effect in 1989. Subsection 11.15.2010(C) of the Multnomah County Code, as it existed in 1989, allowed the approval of a residence in conjunction with farm use when certain conditions were met, including that the proposal be conducted according to a farm management plan, containing approved elements as specified in the ordinance in effect in 1989. The 1989 approvals did not contain any expiration dates. As an administrative matter, it had been a practice of the Multnomah County staff to treat those old approvals as valid approvals, prior to the adoption of MCC 11.15.2031 relating to dwelling approval validation.

Previously, the Board of County Commissioners had affirmed decisions of Hearings Officers which held that approvals for farm dwellings issued pursuant to the Code provisions in effect in 1989 and 1990 were valid approvals. See Final Order 97-215. Since the time of the original PRE approvals referenced above, State law and County code have been amended. In 1994, the State adopted OAR 660-033-0135. That administrative rule has a fairly stringent farm income test. The County implemented the standards set forth in OAR 660-033-0135 in MCC 11.15.2010(D) in 1997. The new requirements now codified in .2010(D) did not apply when the old PRE permits were approved, and the income test is not applied to old PRE approvals. Effective May 4, 1998, the County adopted MCC 11.15.2031, the dwelling approval validation ordinance, in order to set an expiration date for all unbuilt farm management plan approvals (PRE's), and to insure that the property meets the statutory requirement of ORS 215.203, that the property is "currently employed" for farm use.

The ordinance adopting MCC 11.15.2030 and MCC 11.15.2031 was challenged by the appellants herein. In LUBA Case No. 98-067, Petitioners Arnold Rochlin and Christopher Foster challenged the adopted amendments on both substantive and procedural grounds.

In case number 98-067, LUBA found that OAR 660-033-0135 and 660-033-0140 have no legal effect on the continued validity of the old farm dwelling permits or the County's authority to impose time limits on the old farm dwelling permits (where none existed before) or adopt standards for extending those new time limits. Rochlin and Foster vs. Multnomah County and Western States Development Corp., No. 98-067, slip op. at 7 (Or LUBA 1998). LUBA also found that certain procedures regarding notice of the appeal hearing which were mandated under the new ordinance, were inconsistent with certain procedures in ORS 215.416(11).

In Final Order 98-210, the Board of County Commissioners for Multnomah County affirmed a Hearings Officer decision in Cases PRE 4-98 and PRE 5-98, both of which cases related to Dwelling Approval Validation requests. In that Board Final Order, which was entered after the LUBA decision in Case No. 98-067 was entered, the Multnomah County Board of Commissioners found that the LUBA decision in Case No. 98-067 had been appealed to the Court of Appeals, and that notwithstanding LUBA's remand, Ordinance 903 was applicable to PRE 4-98 and PRE 5-98. Accordingly, Multnomah County Ordinance 903, which adopted 11.15.2030 and 11.15.2031, although unacknowledged will be viewed as the relevant approval criteria.

3 - Testimony and Evidence Presented

- A. Chuck Beasley testified for the County, summarized the history of the application, and the administrative decision and subsequent appeals therefrom, and showed a video of the three sites. In relation to PRE 16-98, the video showed the Christmas trees which had been planted, in the portion of the parcel allocated to Christmas trees. The video also displayed septic test holes. The balance of the property was managed for other types of farm use.

In relation to PRE 17-98, the video again showed the trees which had been planted. The soil adjacent to the trees looked like it had been tilled and prepared. The area around the trees was not overgrown with vegetation or weeds.

In reference to parcel 3, which is the site referenced in PRE 18-98, the video again showed the tree cropping area which corresponded with the original plans and the trees appeared to be green and growing.

- B. Arnold Rochlin, appellant, submitted oral and written testimony on behalf of himself and co-appellant Christopher Foster.
- C. Christopher Foster also testified as an appellant in opposition to the approvals.
- D. Kevin Bender spoke on behalf of Western States Development and described the farming history in relation to the three parcels.
- E. Jeff Bachrach testified at the hearing and subsequently submitted written argument.
- F. In addition to the Planning Department file and the exhibits referenced in the decisions of the Planning Director, the Hearings Officer received the following exhibits:

- H1 - Affidavit of Posting for File #PRE 16-98
- H2 - Affidavit of Posting for File #PRE 17-98
- H3 - Affidavit of Posting for File #PRE 18-98
- H4 - Letter dated March 10, 1999 from Jay Kravitz to Planning Division
- H5 - Final Opinion and Order LUBA No. 98-067
- H6 - Notice of Appeal Administrative Decision PRE 16-98
- H7 - Notice of Appeal Administrative Decision PRE 17-98
- H8 - Notice of Appeal Administrative Decision PRE 18-98
- H9 - Multnomah County Board of County Comm. Final Order 98-210
- H10 - Memorandum on Substantive Issues dated March 17, 1999 from Christopher Foster and Arnold Rochlin
- H11 - Decision 3-97
- H12 - Letter dated April 2, 1999 from Jeff H. Bachrach to Hearings Officer

APPEAL ISSUES, CRITERIA, ANALYSIS AND FINDINGS OF FACT

APPEAL ISSUES:

The appellants in this proceeding stated the following grounds for appeal in regards to all three PRE approvals.

"Compliance with MCC 11.15.2031(B), former OAR 660-05-030(4) and/or OAR 660-033-120, -130 and -135 is not established by the substantial evidence in the whole record."

The appellants submitted both oral and written testimony. The written materials essentially focused on two issues: 1) Was there substantial evidence in the records relating to the three approvals to support a finding that there has been compliance with the requirement of MCC 11.15.2031(B)(2), that the activities provided for in the first two years of the farm management plan have been implemented? 2) The appellants contend that certain statutes and Oregon Administrative Rules controlling uses on the farm land were applicable and were not appropriately applied to the decisions in question.

There are also a number of procedural and notice issues raised by the LUBA decision 98-067, which were addressed in the staff decision, and which I will also comment on. In addition, the applicant raised certain issues on appeal which will also be discussed in this opinion.

In evaluating these issues, I will discuss the various sub-issues under each primary question raised in this appeal proceeding.

1. IS THERE SUBSTANTIAL EVIDENCE IN THE RECORDS RELATING TO PRE 16-98, PRE 17-98 AND PRE 18-98 TO SUPPORT A FINDING OF SUBSTANTIAL COMPLIANCE WITH THE REQUIREMENT OF MCC 11.15.2031(B)(2) THAT THE ACTIVITIES PROVIDED FOR IN THE FIRST TWO YEARS OF THE FARM MANAGEMENT PLAN HAVE BEEN IMPLEMENTED?

By definition, Section 11.15.2031 does not require a new application for a farm dwelling under 11.15.2010, relating to uses permitted under prescribed conditions. Rather, .2031 provides a process for recognizing the continued validity of existing permits. The statute is a procedural statute that related solely to existing permits, it does not establish approval criteria for new permits. The Multnomah County Board of Commissioners adopted the ordinance. I will defer to the Board and enforce the ordinance as written. Accordingly, I find that the provisions of OAR 660-033-0135 and the implementing provisions of MCC .2010 are not applicable to a dwelling approval validation process under MCC 11.15.2031. Under the provisions of .2030, PRE approvals 23-89, 24-89 and 25-89 are valid approvals, which have not expired.

Although County Ordinance No. 903 has been appealed to LUBA, ORS 197.625 provides that the ordinance is effective at this time. Accordingly, for purposes of this proceeding, I find that MCC 11.15.2031 is the effective land use regulation relating to dwelling approval validation. The dwelling validation application does not propose to approve a new use or otherwise alter the land use approval issued in 1989 pursuant to an acknowledged land use regulation. Accordingly, I find that neither Ordinance No. 903 or the dwelling validation approvals issued thereunder implicate the statewide planning goals.

Substantial evidence is evidence a reasonable person would rely on in reaching a decision. Brandt vs. Marion Co., 23 Or LUBA 316 (1992). In a case where the relevant facts are not in dispute, the choice between different reasonable conclusions based on evidence in the record belongs to the County. Dority III vs. Clackamas Co., 23 Or LUBA 384 (1992).

The staff decision described the measures applicant took to substantially comply with the management activities for the first two years, as set out in each of the plans. A copy of the approved plan was included with each application in Exhibit A1.#2. Each plan is actually a ten year plan, with a pre-planting soil conditioning phase in the year prior to planting. The "Year 1" activities listed in the plan are therefore actually second year management activities. On pages 3 and 4 of Exhibit A1, the applicant described the management activities which were accomplished in regards to each parcel. Such activities include pre-planting, soil conditioning and planting of approximately 7500 noble fir Christmas tree seedlings each on Parcels 2 and 3, PRE 17-98 and PRE 18-98, and approximately 6375 noble fir Christmas tree seedlings on Parcel 1, PRE 16-98.

Staff verified in a site inspection on January 4, 1999 that the tree seedlings had been planted according to the plan, and appear to have survived the first summer at the rate estimated in the plan.

The video played during the course of the hearing showed that the trees in fact were green and appeared to be growing. The ground the trees were planted in appeared to have been cultivated and did not appear to be overgrown with vegetation.

The last element listed in the 1989 Farm Management Plans under Year 1 is roadway and landing construction. In regards to each application, the applicant submitted a letter/addendum that explained why construction of an access road was not necessary in order to establish the Christmas tree crop (Exhibit A4). County staff verified in the January 4, 1999 site inspection that a gravel road from Skyline to the mobile home on Parcel 1, PRE 17-98, exists at this time. Staff was unclear as to whether that gravel road would meet width and grade requirements. Staff also noted that the approval standards were not applied as a strict list of things which must be done prior to approval. Rather, staff indicated that the standard is intended to insure that the farm use, in this case the proposed Christmas tree farm, is established prior to dwelling approval in order to meet the "currently employed" for farm use standards. Based on the currently adequate access to the crop area, the road appears to not be needed until construction of the farm dwelling begins. Approval to construct/widen the access road will require a Grading and Erosion Control permit and access permit.

The appellants contend that the Planning Director's findings and the evidence itself, do not establish that the activities provided for in the first two years of the farm management plan have been implemented.

In particular, the appellants, both in their written and oral testimony, challenged the adequacy of the pre-planting and Year 1 activities.

The appellants dispute the applicant's contention that the pre-planting activities occurred. The appellants contend that the following specific activities were required for preparation for planting: leveling, fence laying and access road adjustment. In addition, appellants contend that subsoiling to a depth of 18" did not occur and that the appropriate plowing and cultivating activities did not occur.

In regards to Year 1 activities, the appellants contend that there was not adequate plowing and disking, that the machine planting was not adequate, and that roadway and landing station construction was required, but not implemented.

At the hearing, Kevin Bender testified for Western States Development. Mr. Bender testified that the property had been utilized for farming over the last 15 years. Mr. Bender testified that the property had been planted with various crops, including crimson

clover, oats, vetch, and dry land wheat. Even those crops which were capable of being treated as perennials had been planted annually in order to achieve a crop rotation.

Although the appellants contended that the soil on the subject site had been compacted, the direct testimony of someone who had observed the farming methods contradicted that and provided substantial prohibitive evidence that in fact the subsoiling to the required depth had been provided over a number of years through an ongoing farming practice.

Mr. Bender testified that the property had annually been cultivated utilizing a disk, and that five years ago the property had been tilled for drainage purposes at a depth of 3 feet, with six inch perf pipe.

Mr. Rochlin, in oral argument, compared the property to a yard with grass where compaction would occur. However, the evidence which I found believable, was directly contrary. A residential yard is planted with perennial grasses which are not cultivated or disturbed for years, and do in fact experience compaction. The process utilized in regards to the subject parcels described by Mr. Bender was directly contrary. The parcels in question were disked annually. No compaction would occur because of the regular farm practices on the property and subsoiling to a depth of 18" was achieved. I found that evidence credible and substantial.

I also viewed the video which presented objective visual substantiation of the testimony of Mr. Bender and the written materials submitted by applicant. The land appears as if it had been tilled.

The applicant's written submittals indicated that the applicant purchased noble fir seedlings and hired Christmas tree contractor B.T.N. of Salem to prepare the ground, apply pre-planting herbicide, plant the seedlings and apply post-planting herbicide. B.T.N. planted a total of 21,375 seedlings on the three parcels in accordance with the projections on the approved management plan. The distribution of the seedlings on the three parcels in accordance with the plan was confirmed by staff and I find both the applicant's written submittals and testimony, and the confirmation by staff credible substantial evidence.

B.T.N. performed a number of farm activities using the farm management plan as a guide. The ground area outlined in the approved management plan was prepared for planting. The existing young wheat crop on the site was sprayed to keep it from competing with the seedlings. At that point, the activities projected for the first year of the plan (pre-planting) had been substantially implemented.

The evidence also indicated that the noble fir seedlings were planted by machine as called for in the second year of the plan. Additional plowing and cultivation was accomplished by the machine that planted the seedlings.

The objective of the farm management plan is to create a commercially viable noble fir Christmas tree farm on each of the three parcels. The plan makes certain assumptions and projects expenses and anticipated revenues from the operation of the Christmas tree farm. The activities set forth in the cost projection portion of the plans are not stated as mandatory elements that must be followed without deviation. Rather, these activities are listed as items that are anticipated and are likely to require some cost allocation. Obviously there is a certain level of pre-planting activity and ground preparation necessary before the trees can be planted. Similarly, in Year 1 of the plan (the second year), the requisite number of trees must be purchased and planted in the areas specified in the plan. However, other activities which were projected to generate costs would not necessarily be undertaken unless those activities were actually needed.

The appellants contend that the applicants have not complied with the literal requirements of the plan because roadway and landing station construction did not occur on each of the parcels in Year 2 of the plan.

The applicant addressed this issue and explained why the roadway and landing station construction did not occur in its submittal dated November 24, 1998.

The goal of the farm plan is to create a workable tree farm. One of the objectives in managing land for farm purposes is to create a commercially viable farm.

The applicant indicated that the road and landing were not built because they were not needed to implement the plan in year two for several reasons. All of the parcels included in the management plans had been farmed in recent years and access for farming equipment to reach the fields was created during the farming process. Parcel 2 has an existing road to the old mobile home on the lot. The equipment used to prepare the ground and plant the Christmas tree seedlings used the existing farm access. A new access and landing were not necessary to complete the main activities of the first two years of the management plan, which was to prepare for and plant the seedlings in the specified locations.

The tree farms are relatively small (five acres or less) and on level ground. Because of the flat terrain, a landing was not required as a staging area for preparing the ground and planting the seedlings. The farm plan proposes dwelling construction "by the third year after planting". A primary reason for the dwelling is to allow the owner to work the tree farm. A road into the tree farm would not be needed until the dwelling is built. The location of the road to the tree area, if it is needed, will depend on the exact location of the dwelling. At this point, the dwelling location is approximate, and the placement of a road is premature. Economic viability is a primary objective in regards to the plan. The applicant's written materials reference this aspect of the plan. The applicant indicated:

"the approved plan's management objective 'must recognize the risk of entering the Christmas tree market,' because there is a glut of Christmas trees (in 1989) on the market. With Christmas trees, there is no return for several years, and the future market at harvest time is always uncertain at planting time. The owner needs to make wise decisions to keep costs down while getting the product ready for market. The only important function of the first two years to get all of the trees safely planted. The approved plan's management objective is to make a profitable venture from 'a small farm with a fine product and prudent marketing, and intensive on-site management.' Plan, page 3. If the road and landing is not necessary at this point, it makes no economic sense in a risky venture to spend the money unnecessarily. The existing access was adequate for planting the tree farms, and will be adequate for interim maintenance of the farm until the dwelling can be built." (Page 2, Paragraph 4, November 24, 1998 Addendum)

I concur with applicant's assertions. It does not appear that the projected construction of the road need to occur in Year 2 of the plan. Accordingly, the plan could be substantially implemented without the construction of roadway and landing station in Year 2.

The plan does not fail because the projected activities cost more or less than projected. Similarly, it may not be necessary to undertake all activities in the projected year in order to substantially implement the plan. Some activities may in fact occur sooner than projected or later.

If, for example, only 2% of the initial tree planting died by the end of the first year, the applicant would not be expected to replace 10% of the trees. The property owner would replace the 2% that died.

I concur with staff's interpretation that the substantial compliance standard is not a strict standard. The focus is to insure that the farm use, in this case the proposed Christmas tree farm, is established prior to dwelling approval, in order to meet the "currently employed" for farm use standard.

I find that the applicant has demonstrated substantial compliance with the approved farm management plan, based on the evidence in the record that the activities provided for in the first two years of the farm management plan have been implemented.

2. ARE THE CURRENT STANDARDS SET FORTH IN MCC 11.15.2010(D) AND OAR 660-033-0120 THROUGH 0135, APPLICABLE TO AN APPLICATION FOR DWELLING APPROVAL VALIDATION FILED PURSUANT TO MCC 11.15.2031?

The appellants contend that the provisions of OAR 660-033-0120 through 0135 and MCC 11.15.2010(D) as presently constituted are applicable to this decision. I disagree. In a Decision of Hearings Officer dated October 16, 1998, in regards to PRE 4-98 and PRE 5-98, the Hearings Officer found, and the Board of Commissioners for Multnomah County affirmed, that the provisions of MCC 11.15.2010(D) and OAR 660-033-0135 are inapplicable to an application for Dwelling Approval Validation. In Rochlin and Foster vs. Multnomah County and Western States Development Corp., LUBA No. 98-067, LUBA specifically found that OAR 660-033-0135 and 660-033-0140 have no legal effect on the continued validity of the old farm dwelling permits or the County's authority to impose time limits on the old farm dwelling permits in order to adopt standards for extending those new time limits.

In the above-referenced case, LUBA found, and I concur, that OAR 660-033-0135 does not apply retroactively to farm dwelling permits that were approved under the standards in effect prior to March 1, 1994. Similarly, the current version of OAR 660-033-0130 (minimum standards applicable to the schedule permitted in conditional uses) and OAR 660-035-0120 (uses authorized on agricultural lands), will not be applied retroactively.

Accordingly, I find that the provisions of OAR 660-033-0120 through 0135 and MCC 11.15.2010(D) as presently constituted are not applicable to these proceedings. Accordingly, the applicant does not need to demonstrate compliance with these provisions and the substantial evidence standard will not be applied to these provisions.

PROCEDURAL ISSUES:

The appellant raised several procedural issues in regards to the standard of proof and the procedural requirements of the County Code Dwelling Approval Validation process. In addition, County staff discussed several procedural issues in its decision and a number of issues were raised in regards to the County process by the above-referenced LUBA decision in 98-067. Accordingly, it would be appropriate to rule on several of the issues applicable herein.

1. What notice process is applicable to the notice of appeal hearing for local appeals of decisions extending old farm dwelling permits?

A proposed farm dwelling constitutes a "proposed development of land" within the meaning of ORS 215.402(4). A decision regarding whether there has been "substantial compliance" with the approved farm management plan, requires the exercise of discretion, and for that reason it is a discretionary approval within the meaning of ORS 215.402(4). Since a County decision to extend an old farm dwelling permit under subsequently adopted Code provisions is itself a "permit" decision under ORS 215.402(4), the County procedures relating to such a challenged decision must and do comply with ORS 215.416 and ORS 197.763(2) and (3).

This decision is a "permit" as defined in ORS 215.402(4), and the local procedures must comply with ORS 215.416 and 197.763(2) and (3). The issues raised are the content of the Notice of Appeal Hearing, and persons entitled to notice. The ordinance provision in MCC 11.15.8290(F) states that notice of an appeal hearing "shall be as required by MCC .8220(A)(1), (2), (3), (5), (6) and (C)(1)." Some of the information required in ORS 197.763(3) is not included in the citation under .8220(A). However, the reference in .8220(C)(1) to "any other notice required by law" is interpreted to mean that all of the information required in ORS 197.763(3) is to be included in the notice of hearing. The notice for related cases PRE 4-98 and PRE 5-98 did contain all of the necessary elements and are referenced herein as evidence of this.

The conclusion reached by LUBA regarding who is entitled to notice is understandable because of the construction of the procedural provisions of the ordinance. But the conclusion that the ordinance provisions do not result in notification consistent with ORS 197.763(2) does not comport with the Board's interpretation of the code and practice. MCC 11.15.8290 (F) cites .8220(C)(1) for notice. The interpretation taken of this provision by this Hearings Officer is that both .8220(C) and .8220(C)(1) are applicable to administrative decisions. The first section, .8220(C) requires notice pursuant to .8120(B), which in turn states that notice must be: "as required by law and also in the following manner:

- (2) By providing notice as required by MCC .8220; and

This provision invokes the entire section of MCC .8220, which includes all of the persons listed in ORS 197.763(a). In addition, the "any other notice required by law" language of MCC.8220(C) is read to include both ORS 197.763(b) which includes any person who demonstrates that they would be adversely affected by the decision. The record of notification for PRE 4-98 and PRE 5-98, and for the three decisions in regards to PRE 16-98, 17-98 and 18-98, demonstrates the inclusive policy of the County regarding notice. All three of the decisions reviewed herein do comply with the applicable notice provisions of ORS 215.416(11)(A) and ORS 197.763(2) and (3).

2. Does the reference in MCC 11.15.2031(B)(2) limit the decision maker to evidence submitted by the applicant?

MCC 11.15.2031(B)(2) does not limit a decision maker to consideration of only evidence provided by the applicant. Rather, the provision is intended to place the applicant on notice that it is the applicant's responsibility to demonstrate compliance with the ordinance criteria.

In earlier cases, PRE 4-98 and PRE 5-98, both the Planning Director's decision and the Hearings Officer decision specifically considered testimony submitted by a person other than the applicant. Similarly, the decision in the instant case is not limited to evidence submitted only by the applicant. The videotape submitted by the Planning Department

was viewed and considered in evidence. The testimony and evidence submitted by appellants herein were considered and weighed in this matter.

3. Does the reference in MCC 11.15.8290(A), which states that a decision is final unless the applicant files a notice of appeal with the department, limit appeal of a Planning Director decision to only the applicant?

Such an interpretation would be inconsistent with the provisions for parties under MCC 11.15.8225, and with ORS 215.416(11). The department regularly receives and processes appeals of Planning Director decisions by persons other than an applicant. The appellant herein, Arnold Rochlin, is well aware of that fact. I will take judicial notice of a Hearings Officer decision previously approved by the Board in the matter of an appeal of an Administrative Decision filed by Mr. Rochlin in the matter of PRE 2-95. In that decision entered by the Hearings Officer on March 13, 1996, the applicant Dan McKenzie had contended that the appellant (Arnold Rochlin) did not have standing or the ability to file an appeal because MCC .8290(A) only allowed appeals by the applicant. The Hearings Officer in that instance specifically found that other provisions of Multnomah County Code provided a broader basis for appeal, and that any party had the right to appeal an administrative decision of the Planning Director.

I concur with staff's interpretation that MCC 11.15.8290(A) does not limit an appeal to only an applicant. Past decisions by the Multnomah County Board of Commissioners clearly require that interpretation.

4. Who has the burden of proof?

The Multnomah County Board of Commissioners has consistently interpreted the Multnomah County Code to require the applicant to bear the burden of proof even on appeal. For example, in the Hearings Officer decision in regards to PRE 2-95 cited above which I have taken judicial notice of, the Hearings Officer found that the burden of proof is upon the applicant. This has been a consistent interpretation of the Multnomah County Board of Commissioners. As indicated by staff, the purpose of MCC .8295(B) is only to insure that the provisions of MCC .8230(D) are not applied as additional approval criteria. At the time of submittal of the original application, the applicant must demonstrate compliance with all approval criteria. However, the appeal hearing is limited to the issues raised by the appellants. This does not shift the burden of proof and is a permissible standard. As to the issues raised by the appellants on appeal, the applicant still has the burden of proof. However, the applicant is not required to go through all of the issues that were originally discussed and ruled upon in the administrative decision, unless the appellant specifically makes that a grounds for appeal.

In the case of Johns vs. City of Lincoln City, 146 Or App 594 (1997), the Oregon Court of Appeals specifically considered the issue of whether a governmental body could limit a de novo appeal hearing to specific issues. The Court of Appeals specifically found that

a de novo hearing requirement did not require that every issue be retried. Rather, a governmental body could limit the appeal to the specific grounds relied on for the appeal in the Notice of Appeal. Thus, a de novo hearing is provided as to those issues raised by the appellants. On those issues under review in the appeal, the applicant continues to carry the burden of proof. The applicant in fact must retain the burden throughout the local process to demonstrate compliance with all applicable approval criteria. Fasano vs. Washington Co. Comm., 264 Or 574 (1973); Strawn vs. City of Albany, 20 Or LUBA 344 (1990). That burden never shifts.

5. Did the old farm dwelling permits involved with these applications grant permanent irrevocable rights to the property owner?

At the appeal hearing and in final argument, the attorney for Western States Development Corp. argued that it is illegal for the County to require the applicant to demonstrate compliance with the farm management plan in order to obtain a building permit. The applicant's attorney contended, in essence, that MCC 11.15.2031 is an impermissible retroactive modification of the approvals and cannot be applied. In LUBA case 98-067, referenced above, LUBA stated:

"Simply stated, OAR 660-033-0135 and 660-033-0140 have no legal effect on the continued validity of the old farm dwelling permits or the county's authority to (1) impose time limits on the old farm dwelling permits (where none existed before) or (2) adopt standards for extending those new time limits."

Rochlin and Foster vs. Multnomah County and Western States Development Corp., No. 98-067, slip op. at 7 (Or LUBA 1998). LUBA did not specifically rule on the question posed by applicants, but certainly seemed to suggest that the County could put time limits on old farm dwelling permits, or adopt standards for extending those new time limits. In that LUBA decision, LUBA also stated:

"Petitioners also suggest the challenged decision could also be reversed if we conclude the old farm dwelling permits granted 'permanent irrevocable rights' and the challenged decision therefore unlawfully conditions or terminates their duration. No party assigns error to the challenged decision on that ground. Because the issue is not before us, we do not decide it."

Rochlin and Foster vs. Multnomah County and Western States Development Corp., No. 98-067, slip op., footnote 3 at page 3, (Or LUBA 1998).

Similarly, in the instant case, I find that the question raised by the applicant is not properly before the Hearings Officer. The applicant has in fact submitted three applications, PRE 16-98, 17-98 and 18-98, seeking approval under MCC 11.15.2031. If the applicant in fact wanted to challenge the legality of that ordinance, it chose the wrong

process for doing so. The applicant should have submitted a building permit without seeking approval under MCC .2031. The County could have refused to issue the permit based on the property owner's failure to comply with Section .2031. The property owner could then have appealed that decision, by challenging the legality of MCC .2031. The matters on appeal in this instance are three approvals by the Planning Director determining that the applicant in fact complied with MCC 11.15.2031. For that reason, the applicant's challenge to the legality of .2031 is an issue that is not properly before me in this matter and I will not rule on it.

In regards to PRE 16-98, 17-98 and 18-98, the applicant has demonstrated substantial compliance with the approved farm management plans by performing the pre-planting, planting and post-planting activities described for the first two years in each plan, which have resulted in the establishment and survival of a substantial Christmas tree crop on each of the subject parcels. I also conclude that the current provisions of OAR 660-033-0120, 0130 and 0135 and the current provisions of MCC 11.15.2010 are not applicable to these applications. Except as modified herein, I adopt and affirm the decisions and findings of the County Planning Director in regards to this matter. I specifically adopt by reference those portions of the decisions which were not challenged on appeal. I further find that the processes utilized by the County in regards to notice and content of notice fully complied with all of the procedural requirements of the relevant Oregon Revised Statutes and the provisions of the County Code.

SUMMARY OF PROCEDURAL ISSUES:

I find that the notice given in the instant case complies with ORS 215.416 and was given in the same manner as required by ORS 197.763.

The evidentiary standard is not limited to consideration of only the applicant's evidence. Rather, all evidence in the record is considered. The applicant has the burden of proof as to all criteria. Any party can appeal a Planning Director's decision.

CONCLUSION


Based on the findings and the substantial evidence cited or referenced herein, and in the decisions of the Planning Director subject to appeal herein, I conclude that the applications for Dwelling Approval Validation satisfied all applicable approval criteria. Accordingly, the Planning Director's determination of substantial compliance with an approved farm management plan in regards to PRE 16-98, PRE 17-98 and PRE 18-98 is hereby affirmed and the appeal of those decisions is denied, subject to the conditions of approval set forth as follows.

CONDITIONS OF APPROVAL:

Each of the following conditions of approval shall apply to each Dwelling Approval Validation decision, except as stated in condition 3.

1. The applicant or property owner shall satisfy the provisions of MCC 11.15.2031(B)(6) for obtaining a Building Permit. Failure to follow the procedures for obtaining a Building Permit, and for keeping it valid, will result in voiding of this decision.
2. The applicant shall demonstrate that stormwater runoff generated from development of the parcel will be controlled on site prior to zoning approval of the Building Permit.
3. As to PRE 18-98 and PRE 16-98, the applicant shall provide documentation that the site is served with adequate water system prior to zoning approval of the Building Permit. In addition, the applicant shall submit an approved Land Feasibility Study prior to zoning approval of the Building Permit for all three parcels and PRE approvals.
4. The property owner shall obtain a fire and life safety review prior to final Building Permit approval.
5. Prior to beginning construction of the access road, the applicant shall contact the County right-of-way section and obtain any necessary permits for access to Skyline Blvd. In addition, the applicant shall obtain a Grading and Erosion Control Permit if required, prior to construction of the road.
6. The applicant is hereby informed of the effect of ORS 197.625(3)(c) upon any development of the subject property. This statute puts in jeopardy of removal, development which is undertaken if Ordinance 903, Dwelling Approval Validation, does not gain acknowledgement.

IT IS SO ORDERED, this 7th day of May, 1999.


JOAN M. CHAMBERS, Hearings Officer



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT 11# ZONING
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

530.00

TOTAL 530.00
0000-001 5/21/99
0076 STUART 8:59AM

NOTICE OF REVIEW

1. Name: Rochlin, Arnold
2. Address: PO Box 93645, Portland, OR 97283
Last Middle First
Street or Box City State and Zip Code
3. Telephone: (503) 289-2657
4. If serving as a representative of other persons, list their names and addresses:
myself and Christopher Foster
15400 NW McNamee Rd
Portland, OR 97231
5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?
Dwelling Approval Validation in
PRE 16-98, 17-98 and 18-98
6. The decision was announced by the Hearing Officer on May 11, 1999
7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?
Appellants to the BCC were also appellants to the
hearings officer and appeared in the hearing both in
writing and in person and were implicitly recognized
as parties by the fact of the hearings officer's
conduct of a complete proceeding and issuance of a
decision on the merits of substantive issues.
Appellants are aggrieved by that decision which is
contrary to our positions on the issues, and which
denied our appeal, sustaining the administrative
decision.

8. Grounds for Reversal of Decision (use additional sheets if necessary):

Compliance with MCC 11.15.2031(B) and subsections or
paragraphs is not established by substantial evidence
in the record. Issues involve both lack of evidence and
misinterpretation of the regulatory standard. The decision
does not include findings that current employment in farm use is
established as required by ORS 215.203 and 283(1)(F) and OAR
660-05-030(4) (former).

9. Scope of Review (Check One):

- (a) ☒ On the Record
- (b) ☐ On the Record plus Additional Testimony and Evidence
- (c) ☐ 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*.

Signed: Arnold RocklinDate: 5/21/99

For Staff Use Only

Fee:

Notice of Review = \$530.00

Received by: _____

Date: _____

Case No. _____



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

NOTICE OF REVIEW

11W
ZONING 530.00
TOTAL 530.00
0000-001 5/21/99
0091 JOANN 3:24PM

1. Name: Western States Development Corporation, c/o Jeff Bachrach, Attorney

2. Address: 1727 NW Hoyt Street, Portland, OR 97209

3. Telephone: (503) 222 - 4402

4. If serving as a representative of other persons, list their names and addresses:

Western States Development Corporation

20285 NW Amberwood Drive

Hillsboro, OR 97124

5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?

Hearings Officer decision affirming dwelling

validation in PRE 16-98.

6. The decision was announced by the Hearing Officer on May 11, 1999

7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?

Western States Development Corporation is the applicant in PRE 16-98,

and is therefore a party under MCC 11.15.8225(1) and 11.15.8220(C)(1).

8. Grounds for Reversal of Decision (use additional sheets if necessary):

The Hearings Officer erred by refusing to rule on the validity of MCC 11.15.2031
(Ordinance 903) in relation to this approved farm management plan. The
applicant requests a ruling on the issue, which is discussed as
Procedural Issue Number 5, pages 15-16 of the decision.

9. Scope of Review (Check One):

- (a) ☐ On the Record
- (b) ☒ On the Record plus Additional Testimony and Evidence
- (c) ☐ 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*.

The applicant has been informed by staff that all Board reviews are de novo.
The applicant requests a hearing limited to only the specific issue of
this appeal, on the record plus additional testimony and evidence.

Signed: 

Date:

5/20/99

For Staff Use Only

Fee:

Notice of Review = \$530.00

Received by:

Date:

Case No.

8. Grounds for Reversal of Decision (*use additional sheets if necessary*):

The Hearings Officer erred by refusing to rule on the validity of MCC 11.15.2031 (Ordinance 903) in relation to this approved farm management plan. The applicant requests a ruling on the issue, which is discussed as Procedural Issue Number 5, pages 15-16 of the decision.

9. Scope of Review (*Check One*):

- (a) ☐ On the Record
- (b) ☒ On the Record plus Additional Testimony and Evidence
- (c) ☐ 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*.

The applicant has been informed by staff that all Board reviews are de novo.

The applicant requests a hearing limited to only the specific issue of this appeal, on the record plus additional testimony and evidence.

Signed: [Signature] Date: 5/20/99

For Staff Use Only

Fee:

Notice of Review = \$530.00

Received by: _____ Date: _____ Case No. _____

Meeting Date: MAY 27 1999
Agenda No: C-12
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearing Officer's decision on E 1-99.

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

REGULAR MEETING Date Requested: May 27, 1999
 Amt. of Time Needed: 5 minutes

DEPARTMENT: DES **DIVISION:** Land Use Planning
CONTACT: Tricia Sears **TELEPHONE:** 248-3043
 BLDG/ROOM: 455 / 116

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearing Officer's decision regarding a **Denial** of E 1-99; a request for a retroactive exception to the Secondary Fire and Safety Zones and Forest Practices Setbacks for an illegal structure.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: KB Lane E. Nicholas

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 MAY 19 AM 11:23



BOARD HEARING OF MAY 27, 1999

TIME 9:30am

CASE NAME: Request for an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks.
NUMBER: E 1-99.

1. Applicant Name/ Address:

Leslie and Florence Shields
11272 NW Skyline Blvd.
Portland, OR 97231-2633

2. Appellant Name/ Address:

Deborah Nass
11270 NW Skyline Blvd.
Portland, OR 97231

3. Action Requested by Applicant:

Request for approval of an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks. The applicant requested retroactive approval to have a setback of less than 130 feet, the required setback from the property line to a building in the CFU-2 zone. The retroactive request was submitted because the applicant built the horse/barn arena on the subject parcel without obtaining land use and building permit approval. The existing structure is approximately 64 feet from the east property line of the subject parcel.

3. Planning Staff Recommendation

Approval, with conditions, of the Request for an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks. The administrative decision was issued March 19, 1999. Deborah Nass appealed the administrative decision on March 28, 1999.

4. Hearings Officer Decision

Denial of the Request for an Exception to the Secondary Fires Safety Zones and Forest Practices Setbacks. The Hearings Officer referred to prior cases GEC 8-98 (approved), HV 13-97 (denied), and SEC 23-97 (withdrawn) in her decision document. The Hearings Officer's decision upholds the appellant's request for denial of the Exception, E 1-99. The Hearings Officer decision was issued on May 6, 1999. The last day to appeal the Hearings Officer's decision is May 20, 1999.

Action Requested of Board

☒ Affirm Hearings Officer Decision

☐ Hearing/Rehearing

Scope of Review

☐ On The Record

☐ De Novo

New information allowed

5. If recommendation and decision are different, why?

The administrative decision for E 1-99 was issued by Staff based on the information submitted by the applicant. Subsequently, several applicant responses to decision criteria were found to be inaccurate. In addition, additional research on the issue of a legal established access provided new information about the case to Staff. At the time of the public hearing on the appeal on April 21, 1999, Staff concurred with the Hearing's Officer's evaluation of the case.

6. Issues:

The main issue raised by the appellant is in regards to the establishment of legal access to the subject parcel. The applicant states the subject parcel (formerly Tax Lots 29 and 30 but consolidated into one 10-acre parcel in October 1998) has a legal established access. The appellant argues "The property in question does not have easement to the existing private access road" under the criteria of MCC 11.15.2074 (D). Staff is required under Section .2074 (D) to make a finding that, "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..." exists for the subject parcel.

The applicant's attorney argued that "there is substantial evidence in the record upon which the Hearings Officer could conclude that the Shields have easement rights to the barn/ arena. An easement has been granted to the former Tax Lot 30. The former Tax Lots 29 and 30 have been consolidated into Tax Lot 30. He contends therefore, that the entirety of the consolidated Tax Lot 30 now has an access easement" (Hearings Officer decision May 6, 1999, page 4).

The appellant's attorney presented an argument based on two legal cases which he cited, Jones v. Edwards, and College Inns of America v. Cully. The cases presented by the attorney discuss, "for the proposition that the grantee of an easement may not grant to adjacent land which he owns a right of access across grantor's land. Mr. Norr contended that the grant of an easement to Tax Lot 30 to cross Tax Lot 28 was a grant to the dominant estate described in the metes and bounds legal description contained in the deed" (Hearings Officer decision May 6, 1999, page 5).

7. Do any of these issues have policy implications? Explain.

Staff is required to make finding of legally established access to a subject parcel under Section .2074 (D). The issues cited above may have policy implications. If Staff cannot make the finding of legal established access for a subject parcel under review for a land use or building permit application, then Staff cannot make a finding of compliance with the required criteria. Hence, Staff would find the criteria has not been met. Staff, the Hearings Officer, the Planning Commission, or the Board of County Commissioners may deny the application when the applicant has not met the criteria of an application.

RECEIVED

99 MAY 10 PM 1:23

MULTNOMAH COUNTY, OREGON
HEARINGS OFFICER DECISION

Case File: E 1-99

WHAT: Request for an exception from the secondary fire safety zone and the forest practices setback requirements of the Commercial Forest Use zone to allow a 96' X 120' Barn/Arena which was constructed without necessary approval.

PROPERTY LOCATION: Approximate address: 11272 NW Skyline Boulevard
T2N, R1W, Section 32, Tax lot '30'

APPLICANT PROPERTY OWNER: Les & Florence Shields
11272 NW Skyline Blvd.
Portland, OR 97231-2633

Site Size: 10.04 acres

Plan Designation: Commercial Forest Use

Zoning District: Commercial Forest Use (CFU-2)
Significant Environmental Concern for Wildlife Habitat and View (SEC-h, v)

Hearings Officer: Deniece B. Won

I. Decision

The Hearings Officer hereby **denies** the applicant's Request for an exception from the secondary fire safety zone and the forest practices setback requirements of the Commercial Forest Use zone to allow a 96' X 120' Barn/Arena based on the findings and conclusions contained in this decision.

II. Summary of the Request and Background

The Shields' property is found just below the ridge-line of the Tualatin Mountains, east of Skyline Blvd. and McNamee Road, and north of Newberry Road. The applicants acquired

two (2) contiguous parcels of approximately five (5) acres each (Tax Lots 29 and 30). The two parcels have been consolidated, now identified by the Department of Assessment and Taxation as Tax Lot 30. The applicants have a residence on former Tax Lot 30 which was approved approximately twelve (12) years ago, when the property was zoned Multiple Use Farm-19 (MUF-19). The applicants have built a 96' x 120' barn/arena ("farm structure") on former Tax Lot 29. This barn/arena is the subject of this application. The applicants intend, after this application is approved, to use the barn/arena for the primary purpose of obtaining a profit in money by stabling, breeding and training equines, including but not limited to providing riding lessons, training clinics and schooling shows.

The barn was placed slightly diagonally so that it is set back 64-feet from the east property line; 132-feet from the north property line; 500-feet from the west property line; and 120-feet from the Shield's dwelling and 423- to 440-feet from the south property line of the Shields' ownership. The appellant owns the adjacent parcel to the west, Tax Lot 28. Another opponent, Karen Anderson, owns the adjacent parcel to the east, Tax Lot 33.

In 1997 the applicants applied for a variance and a significant environmental concern permit. The planning director denied HV 13-97, the variance request from the required yard setback of 200 feet. The Shields appealed that denial and the Hearings officer denied the appeal. The County Board of Commissioners denied the Shields' appeal of the Hearings Officer's denial of the variance request. SEC 23-97 was withdrawn because the County determined that they do not require a SEC permit for farm use structures under Code Section .6406. The applicant then applied for a Grading and Erosion Control Permit, GEC 8-98, for approval of the grading activity done on the site to accommodate the barn/arena construction. The GEC request was approved. A condition of approval required that the barn "shall be substantially disassembled by July 31, 1998." The Land Use Planning Department extended the removal order subject to the outcome of proposed Zoning Code changes.

Multnomah County amended the Zoning Code on August 8, 1998. The amendments altered some approval criteria and added a provision for the county to grant exceptions to the secondary fire safety zone and forest practices setback requirements. The changes to the zoning code included a change to the side yard setback requirements from 200 feet to 130 feet. On October 14, 1998, the applicant consolidated the two tax lots. The applicant then filed this second application to legitimate the barn/arena, requesting an exception from the requirement to have a 130-foot setback from a structure to a tract boundary. The staff deemed this application complete on March 16, 1999. The planning director administratively approved the application. The appellant filed this appeal of the planning director's decision.

III. Basis for Appeal

In the notice of appeal, the appellant lists the following points of appeal.

1. The property in question does not have easement to the existing private access road [Section 11.15.2074 (D)].
2. There is no fire hydrant in close proximity to the property in question [Section 11.15.2074 (A)(5)(b)].
3. There does not exist adequate turnaround space for fire department vehicles [Section 11.15.2074 (D)(6)].
4. The existing access road is unsuitable for heavy vehicles [Section 11.15.2074 (D)(1)].
5. The secondary fire safety zone is inadequate [Section 11.15.2074 (B)(2)].
6. The width of the access road is inadequate [Section 11.15.2074 (D)(2)].

The appellant's attorney, Paul Norr stated, in a letter dated April 14, 1999, that the following development standards in 11.WH.2074 and exceptions to secondary fire safety zones and forest practices setbacks in 11.WH.2075 cannot be satisfied:

- (A)(2) Adverse impacts will not be minimized because without adequate access the fire hazard to farm and forest operations will be increased.
- (A)(3) There is no demonstrated legal access.
- (A)(4) There is no demonstrated legal access. In addition, even the access claimed by the applicant is in excess of 500 feet and the applicant has not demonstrated that this is the absolute minimum length required for a new barn on this property.
- (A)(5)(b) There is no demonstrated legal access for pumping fire trucks. There is no demonstrated legal access which meets the driveway standards.
- (D)(2) There is no demonstrated private road or approved easement serving the former Tax Lot 29, nor the former Tax Lot 30.
- (D)(5) There is no demonstrated private road or approved easement serving the former Tax Lot 29, nor the former Tax Lot 30.
- (D)(6) There is no demonstrated legal access serving the former Tax Lot 29, nor the former Tax Lot 30.

- (D)(7) There is no demonstrated private road or approved easement providing for the safe and convenient passage of vehicles to the former Tax Lot 29, nor the former Tax Lot 30.
- (A)(2) There is no documentation in the record that the proposed barn/arena is located within the required 130 feet of a public or private road that can legally provide access to the structure for fire fighting or other purposes.
- (B)(6) There is no demonstrated easement across Tax Lot 28 over which access can legally be gained to the former Tax Lot 29 in order to install the required central monitored alarm system in the barn/arena. The applicant has not demonstrated this requirement can be met.

III. Hearing and Testimony

1. The Hearings Officer announced in her introductory comments that she was the Hearings Officer for the appeal of HV 13-97. She stated that she noticed during her preparation for this public hearing that the findings of facts and conclusions in the staff's decision were not consistent with the findings of fact and conclusions ultimately adopted by the Board of County Commissioners on appeal of HV 13-97 on criteria that were not affected by the Zoning Code changes. She asked if anyone objected to incorporating the record on HV 13-98 into the record on E-199. Mrs. Shields asked whether the Hearings Officer was aware that the zoning had changed. The Hearings Officer responded that she was. There was no objection to the incorporation and the Hearings Officer thus incorporates the record of HV 13-97 into this record.
2. Tricia Sears, County Planner, summarized the staff report and showed slides of the barn/arena structure, access road, driveway, and area surrounding the barn/arena. She entered Exhibits H1 through H5 into the record.
3. Christopher Koback, attorney representing Mr. and Mrs. Shields, testified. In summary he said the primary issue was access. He argued that there is substantial evidence in the record upon which the Hearings Officer could conclude that the Shields have easement rights to the barn/arena area. An easement has been granted to the former Tax Lot 30. The former Tax Lots 29 and 30 have been consolidated into Tax Lot 30. He contends therefore, that the entirety of the consolidated Tax Lot 30 now has an access easement.

He argued that consolidation of the parcels equates to a change in the dominant estate. He cited Jones v. Edwards, 219 Or 429, 347 P2d 846 (1959) for the proposition that reasonably foreseeable changes in the dominant estate have easement rights. The Hearings Officer notes that the issue in that case was

whether the owner of the servient estate, not the dominant estate, had the right to place additional burdens on an easement granted to the owner of the dominant estate. He also contended that the use of an easement is properly resolved in a civil action, not in a land use action.

Concerning the dimensional issues, he said that the staff concluded that those problems can be cured with conditions of approval and he agrees. He said that the Shields need a 12-foot wide driveway with 20 to 40-foot turnouts. A condition of approval could require inspection by an enforcement officer before the County issues a building permit and for the Tualatin Valley Fire and Rescue District to reinspect the property.

Concerning whether the structure needs to meet class 1 or Class 2 construction requirements, he said the issue relates to whether there needs to be a sprinkler or only monitoring and the issue relates to the space on the east side of the structure. If necessary, the Shields would remove part of the structure to provide a 50-foot setback from the east property line.

4. Paul Norr, attorney representing Deborah Nass, testified. He submitted a letter dated April 19, 1999 with exhibits. His testimony focused on the access issue. He Cited College Inns of America v. Cully, 254 Or 375, 460 P2d 360 (1969), which was decided after Jones v. Edwards, for the proposition that the grantee of an easement may not grant to adjacent land which he owns a right of access across grantor's land. Mr. Norr contended that the grant of an easement to Tax Lot 30 to cross Tax Lot 28 was a grant to the dominant estate described in the metes and bounds legal description contained in the deed.
5. Karen Anderson, owner of Tax Lot 33, located east of the subject property, testified. She stated that she hopes no exceptions will be made to the fire safety zone standards. She said the private road is only 10-feet wide, not 20-feet as required by the zoning code.
6. A letter, dated April 14, 1999, was received from Mr. Treitsworth and Ms. Buchanan, owners of a parcel directly west of former Tax Lot 29. In their letter they challenge the applicants' statements concerning the location of fire hydrants, their right to use the private road, the ability of the private road and driveway to support a gross vehicle weight of 52,000 pounds, the width of the private road and driveway, the existence of turnarounds and turnouts, compliance with fire safety zone requirements and concerns about parking.

With respect to parking they state that the barn/arena structure was built to be used commercially for the stabling or training of horses including providing riding lessons, training clinics and schooling shows. The structure contains 20 stalls and could board up to 20 horses whose owners would need to drive 800 feet up a narrow (less than 20-feet wide) and in places a quite steep private road to reach the

beginning of the Shield's 349 + -foot driveway. They ask where these cars will park.

Concerning the impact of the use on the private road, they state that the additional traffic of cars, trucks pulling horse trailers, trucks delivering feed and trucks hauling away manure on the private road will result in higher maintenance costs. They state that the Shields have never approached the other three households with access rights to the private road with an offer to pay the additional maintenance costs that will result from the Shields' use of the barn/arena.

IV. Approval Criteria, Findings and Conclusions

The Hearings Officer must find that the proposal meets the applicable approval criteria of the Zoning Code. In this section the applicable code sections are set out in a bold font, followed by findings of fact and conclusions of law for each criterion.

11.WH.2042 Purposes

The purposes of the Commercial Forest Use District are to conserve and protect designated lands for continued commercial growing and harvesting of timber and the production of wood fiber and other forest uses; to conserve and protect watersheds, wildlife habitats and other forest associated uses; to protect scenic values; to provide for agricultural uses; to provide for recreational opportunities and other uses which are compatible with forest use; implement Comprehensive Framework Plan Policy 11, Commercial Forest Land, the Commercial Forest Use policies of the West Hills Rural Area Plan, and to minimize potential hazards or damage from fire, pollution, erosion or urban development.

11.WH.2044 Area Affected

MCC .2042 through .2075 shall apply to those lands designated CFU-2 on the Multnomah County Zoning Map.

Findings and Conclusions. The parcel is zoned CFU-2. The applicable provisions in MCC .2042 through .2075 are considered in this decision.

11.WH.2046 Uses

No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the uses listed in MCC .2048 through .2056.

Findings and Conclusions. The applicant has constructed the barn/arena without the required land use approval and building permits. The County has issued a Grading and Erosion Control permit, GEC 8-98, for the site. During the review of GEC 8-98, no determination of the use of the site was made or required to be made. The use of the barn/arena is farm use, which is a use allowed outright in MCC .2048. However, the locational standards are applicable to outright permitted uses.

11.WH.2048 Uses Permitted Outright

* * *

(C) Farm use, as defined in ORS 215.203

* * *

Findings and Conclusions. Under Section 11.WH.2048 and 11.WH.2054 of the Code "Farm use, as defined in ORS 215.203" is a Use Permitted Outright. The proposed use falls within the definition of farm use under ORS 215.203 (2)(a). What is under review is its location and its compliance with the County's dimensional requirements in MCC .2058, Development standards in MCC .2074 and criteria for exceptions to secondary fire safety zones and forest practices setbacks in MCC .2075.

11.WH.2058 Dimensional Requirements

(A) Except as provided in MCC .2060, .2061, .2062, and .2064, the minimum lot size shall be 80 acres.

* * *

(C) Minimum Forest Practices Setback from tract boundary - Feet:

Road Frontage	Other Front	Side	Rear
60 from centerline of road from which access is gained	130	130	130

Maximum Structure Height -35 feet

Minimum Front Lot Line Length - 50 feet

Forest practices setback dimensions shall not be applied to the extent they would have the effect of prohibiting a use permitted outright. Exceptions to forest practices setback dimensions shall be pursuant to MCC 11.WR.2075, as applicable, but in no case shall they be reduced below the minimum primary fire safety zone required by MCC 11.WR.2074(A)(5)(c)(ii).

* * *

- (G) Agricultural buildings, as specified in ORS 455.315(2) and allowed under MCC .2048(C), may have minimum side and rear yard setbacks of 30 feet, but in no case shall any setback be less than the minimum primary fire safety zone required by MCC .2074(A)(5)(c)(ii).

Findings and Conclusions. The parcel contains 10.04 acres, thus it does not meet the minimum lot size of 80 acres. As discussed below, it does not meet any of the exceptions, most notably the exception applicable to lots of record in MCC .2062. See discussion below on MCC .2062.

The applicant has constructed a barn/arena on a portion (formerly identified as Tax Lot 29) of Tax Lot 30 of Section 32, Map 2N 1W. They built the barn/arena structure illegally (without land use and building permit approval), violating sideyard setback requirements of the zoning district. The barn/arena was set back 64 feet from the east property line, while the zoning Code required a setback of 200 feet. On August 8, 1998, the County changed the zoning of the parcel from CFU to CFU-2. The CFU-2 zone requires a sideyard setback of 130-feet instead of the formerly required 200-feet. The structure meets the dimensional requirements on the other sides. It is set back 132 feet from the north property line, 423 to 440 feet from the south property line, and 500 feet from the west property line.

The applicant applied for an exception to the 130-foot sideyard setback from the east property line. The planning director's decision reviewed the application as though the applicable setbacks were those set out in subsection (C). Under subsection (C) of this Code section, exceptions to setbacks are made pursuant to MCC 11.WH.2075. However, the approved setback under an exception may not be less than the required minimum primary fire safety zone under MCC 11.WH.2074(A)(5)(c)(ii).

The former zoning code section .2058(C) related to minimum yard dimensions in the zone and did not contain a separate provision for agricultural buildings. In the amended zoning code section, applicable to this application, .2058(C) concerns setbacks applicable to "minimum forest practices" and it contains a new subsection (H) applicable to "agricultural buildings." Agricultural buildings are those defined in ORS 455.315 and allowed under MCC .2048(C). ORS 455.315(2) defines an agricultural building as:

" . . . a structure located on a farm and used in the operation of such farm . . . in the feeding, breeding, management and sale of, or the produce of, livestock . . . or any

other agricultural . . . or animal husbandry, or any combination thereof . . .
"Agricultural building" does not include:

* * *

(c) A structure regulated by the State Fire Marshal pursuant to ORS chapter 476;

(d) A structure used by the public;

* * *

Because the public will use the structure, the Hearings Officer concludes that the set back requirements in MCC .2058(H) do not apply here. The Hearings Officer agrees with the planning staff that the applicable dimensional standards are contained in MCC .2058(C). As noted, the applicant meets the dimensional standards on all sides except the east side where the set back is 64 feet, not the required 130 feet. The deviation from the required set back amounts to 66 feet or 50 percent. If they moved the structure 66 feet west, it would comply with all forest practices set back requirements. The amended zoning code contains a provision for the County to approve an exception to these setback requirements at MCC .2075. This decision discusses the applicant's request for an exception below under the section addressing MCC .2075.

11.WH.2062 Lot of Record

(A) For the purposes of this district, a Lot of Record is

(1) A parcel of land:

- (a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form prior to August 15, 1980;
- (b) Which satisfied all applicable laws when the parcel was created; and
- (c) Which satisfies the minimum lot size requirements of MCC .2058, or

(2) A parcel of land:

- (a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form prior to February 20, 1990;

- (b) Which satisfied all applicable laws when the parcel was created;
 - (c) Does not meet the minimum lot size requirements of MCC .2058; and
 - (d) Which is not contiguous to another substandard parcel or parcels under the same ownership, or
- (3) A group of contiguous parcels of land:
- (a) For which deeds or other instruments creating the parcels were recorded with the Department of General Services, or were in recordable form prior to February 20, 1990;
 - (b) Which satisfied all applicable laws when the parcels were created;
 - (c) Which individually do not meet the minimum lot size requirements of MCC .2058, but, when considered in combination, comply as nearly as possible with a minimum lot size of nineteen acres, without creating any new lot line; and
 - (d) Which are held under the same ownership.
- (B) For purposes of this subsection:
- (1) Contiguous refers to parcels of land which have any common boundary, excepting a single point, and shall include, but not be limited to, parcels separated only by an alley, street or other right-of-way;
 - (2) Substandard Parcel refers to a parcel which does not satisfy the minimum lot size requirements of MCC .2058; and
 - (3) Same Ownership refers to parcels in which greater than possessory interests are held by the same person or persons, spouse, minor age child, single partnership or business entity, separately or in tenancy in common.
- (C) A Lot of Record which has less than the front lot line minimums required may be occupied by any permitted or approved use when in compliance with the other requirements of this district.

* * *

Findings and Conclusions. The Planning Director's decision applied the Lot of Record criteria in the former CFU zone instead of the amended criteria for the CFU-2 zone. Subsection (1) applies to parcels that satisfy the 80-acre minimum lot size requirement. The applicant's property contains only 10.04 acres. Therefore, subsection (1) does not apply. Subsection (2) applies to parcels that do not satisfy the 80-acre minimum lot size and the subject tax lot is all the property in this area owned by the applicants. Therefore, the criteria of subsection (2) must be satisfied.

The two parcels that the Shields acquired, comprising the subject parcel, were apparently created in 1963 by deed. A more detailed discussion of the chain of title is contained below under MCC .2070(D). The parent parcel is described in a deed recorded in Book 2172, Page 552. From the parent parcel, former Tax Lot 30 was deeded to Luella (Eunice) Weich Hannigan from a parcel owned by Mable Weich and George Smith, recorded in Book 2172, Page 557. The Smiths also conveyed a parcel in trust to Robert Walsh. That parcel was for the area on which the barn/arena is located, described in a metes and bounds legal description recorded in Book 2172 page 555. The conveyance of former Tax Lot 29 did not include access rights. The deed creating Tax Lot 30 granted an easement across Tax Lot 28 for access to Skyline Boulevard. There is no evidence in the record that former Tax Lot 29 was ever granted any access rights.

In 1963 the area was zoned Suburban Residential (SR). The SR zone required parcels created in 1963 to have a minimum lot size of 2 acres and frontage on a public street or other access approved by the planning commission. (Former Code section 3.1536). From the evidence in the record, the Hearings Officer concludes that Former Tax Lot 29 undoubtedly does not qualify as a lot of record because it has no documented access. Tax Lot 30 also does not qualify as a lot of record because it lacks frontage on a public street and there is no evidence that the planning commission approved its easement access.

Mr. Norr argues in his April 14, 1999 letter (Exhibit 4), that "neither the former Tax Lot 29, the former Tax Lot 30, nor the newly created Tax Lot 30, can be found to be a Lot of Record since there is no documentation in the record of this case which would allow the finding that any of the parcels satisfied all applicable laws when the respective parcel was created, since none of them have a demonstrated legal access to a public road."

In the Decision document for HV 13-97 the Hearings Officer concluded that the entire contiguous area owned by Les and Florence Shields was a tract. The Shields have since consolidated their parcels. In reaching that conclusion, the Hearings Officer was focused on whether Tax Lot 29 was a lot of record or whether Tax Lots 29 and 30 were a tract, requiring consolidation of the parcels. In the proceedings on HV 13-97 the Hearings Officer did not have evidence concerning whether the lots satisfied applicable laws when they were created.

In conclusion, the deeds creating the parcel were recorded before February 20, 1990. The parcels did not satisfy all applicable laws when created. The tax lot does not meet the minimum lot size requirements of MCC .2058. The parcel is not contiguous to another substandard parcel under the same ownership. Because all applicable laws have not been

shown to have been satisfied when the lots were created, the subsection (2) criteria are not satisfied.

The zone specifically requires large acreage dwellings and template dwellings to meet the lot of record standards. However, farm uses are not specifically required to meet the lot of record standards. Section .2062 is essentially a definition of a lot of record applicable in those circumstances where a use is required to comply with the lot of record provisions. However, MCC .2058 provides that the minimum lot size in the CFU-2 zone shall be 80 acres except as set forth in the provisions for lots of exception (MCC .2060), lot line adjustments (MCC .2060), lots of record (MCC .2062) and lot size for conditional uses (MCC .2064). None of the exceptions to the minimum lot size applies to this application. Therefore, to be eligible for a land use approval, the parcel must have been legally created meeting the zoning requirements at the time the parcel was created. As stated above, the evidence in the record does not prove that the parcels were legally created.

11.WH.2074 Development Standards for Dwellings and Structures

Except as provided for the alteration, replacement or restoration of dwellings under MCC .2048(D), .2048(E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993 shall comply with the following:

(A) The dwelling or structure shall be located such that:

- (1) 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);

Findings and Conclusions. The applicants stated in their application that the barn/arena location has the least impact on nearby or adjoining forest lands because it meets minimum yard setbacks and is a use permitted outright. They noted that the County may not apply the Dimensional Requirements to the extent that they would prohibit a use permitted outright. The staff noted that the applicant has illustrated the location of the primary and secondary fire safety zones on the submitted site plan, and submitted a letter from the TVF&R as part of their evidence the structure meets the required fire safety standards. The staff concluded that the applicant met this criterion.

First, the statement that the yard setbacks are satisfied is not correct, it will only be correct if the requested exception is approved. Second, the "least impact" prong of this standard is additional to the requirement that the minimum yard and set back standards be satisfied. The fact that the yard and set back standards are satisfied is no proof that the structure was placed so that it has the least impact on nearby or adjoining lands. Similarly, the fact that the structure is a permitted use is no proof that it is located such that it has the least impact on nearby and adjoining lands. The staff's findings that the applicant addressed the fire safety zone standards and submitted a letter from the fire district that the structure meets fire safety standards also fail to address the issue of placing the

structure such that it has the least impact on nearby or adjoining lands. The applicants completely failed to meet their burden of proof on this criterion.

Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"This application involves the siting of a structure, not a dwelling. The subject parcel abuts lands to the north, south and east designated Commercial Forest Use and protected for forest uses. The territory to the west is within the regional urban growth boundary and the City of Portland. Although some of the CFU designated parcels are currently used for residential purposes, they are forest lands, not residential lands.

"This criteria requires a finding of "least impact" on "nearby or adjoining forest" or agricultural lands. The controlling factor is the adjoining lands' land use designation as Commercial Forest land. . .

"Mr. Norr argued, and the Hearings Officer finds, that there are substantial impacts from having the building located where it is. Fire protection is one. The general activities associated with this facility, even though it may be a structure that is allowed in the CFU zone, are not allowed this close to a neighbor's property. There are more reasons for the setback than just fire protection. One is concern for the impact on the neighbor. The impact of the noise and the activities associated with the use that will take place within this building. The open side of the building that will attract the most activity, is the side that faces Ms. Anderson's property. The hub of the activity associated with the building is on the side of the structure facing the Anderson's property. That is where the vehicles and horse trailers will have to come in and where deliveries will be made. There is no information in the record about the impacts from the manure pile, the smell from the horses, the general activity, and the noise, all within 64 feet from Ms. Anderson's property.

"The applicants have not provided basic information regarding the intensity of the proposed commercial operation, such as the hours of operation, the days of operation, the number of horses and people that will be using the facility at any one time, where the manure piles would be stored, how the dust will be controlled, the number of vehicle trips per day, the anticipated level of noise and smell, etc. The Hearings Officer cannot determine what the impact is, let alone how the impact at this location compares to other locations on the applicants' property.

"Mr. Norr argues that view is an issue because protection of views is one of the purposes of the Code's setback requirement . . . Based on a drawing to general scale, Exhibit H14, showing the impact from the perspective of a person five feet tall standing at the Anderson property line looking at the building, the building would have to be 55 feet tall to have the same impact that it has at its existing location, while the maximum structure height in the CFU zone is 35 feet. The proximity of

the building has a substantial impact on adjoining property even though there is no specified view corridor. He argues that the view affect should be taken into account on the impacts caused on the neighboring property by violating the setback requirement.

"The applicants presented evidence showing that the proposed location of the building is the best location for themselves. They have not, however, presented any evidence proving that the proposed structure cannot physically be placed at least [130] feet from Karen Anderson's property or at some other location having the least impact on adjoining forest land. The evidence shows that the [130] foot setback requirement can be observed without placing the structure within [130] feet of any other property.

"The [appellants] in their September 24, 1997, letter state under paragraph 2 on page 4:

"The Shields propose a farm use, a use permitted as right in the district [which is] inherently compatible with the existing farm and forest practices on adjoining lands. (Emphasis added in original).

"The fact that the use is permitted outright is not evidence that this arena was sited so that it has the least impact on nearby and adjoining farm and forest lands. The proposed use could be inherently compatible only if the Code required minimum yard setback requirements of MCC .2058 are met.

"The east side yard has been reduced to [49]% of the required [130] feet. The County in adopting the [130] foot yard requirements made the policy choice that [130] feet was the separation between structures and property lines that provides the minimum protection from impact on adjoining forest lands. Reducing the required side yard and secondary fire safety break by more than 50% on this hillside site places the Anderson property in jeopardy. The applicants have not demonstrated this location has the "least impact" on the Anderson property.

"In his October 7, 1997 letter Christopher Brand responded that from a construction, grading, and erosion control standpoint, the current location of the farm structure is the best location on the property. The written and oral testimony of Mr. Rondema, Mr. Korocho, Mr. Naussbaum, and Mr. Wood, all indicate that the current location minimizes the possibility of future erosion problems and future subsidence problems. Those conclusions are based on considering only a portion of the Shields' ownership and without considering alternate building construction or structure size.

"In minimizing the potential for erosion and subsidence problems, the current site of the farm structure minimizes potential adverse impacts on downhill adjoining lands. Erosion problems and/or a land slide on the property could adversely impact downhill lands, including the applicants' dwelling. Earth movement could also affect the uphill property, including the Anderson's, by removing support. Nonetheless, the

applicants have not shown that a different building could not be built so that it was safe and has less impact on the adjoining properties.

"The applicant contends that the Property Owner Consent to Variance Request form signed by all neighbors, except Ms. Anderson, shows that the existing barn location has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements. The fact that all but one of the adjoining property owners consented to the variance request is not proof that the structure is sited at a location that has the least impact on nearby and adjoining farm and forest lands. It is no proof at all that the yard requirements are met.

"The Shields have not shown that the arena's location has the least impact on neighboring and adjacent farm and forest uses. Mr. Norr and Ms. Anderson's testimony that Ms. Anderson's views may be impaired, wildfire spread may be increased, as well as other arguments of alleged adverse impacts, are relevant and uncontroverted."

The applicants have failed to prove that the proposed location has the least impact on adjoining forest or agricultural lands when compared with other possible locations on their own property and considering different building sizes and construction methods.

- (2) **Adverse impacts on forest operations and accepted farming practices on the tract will be minimized;**

Findings and Conclusions. The applicants stated in their application that they minimized adverse impacts on forest operations and accepted farming practices because the structure is for farm use. They stated that they sited the structure on the best and most logical location that minimized the necessary fill and grading. This siting left the maximum remaining area for pasture use.

This criterion requires the applicant to site the structure such that it will minimize adverse impacts on the tract. The arena is a farm use. The applicants considered the circumstances of the site as a whole concerning the best place to place this building. The steeper the area the more fill that will be required. This is the best location on the property for this type of structure from the Shields' point of view. The location of the arena, by intruding into the yard setbacks, leaves the maximum remaining area for pasture and the riding and training of horses. The applicant has placed the structure where they reduce the impacts on the tract, at the expense of noncompliance with other Code criteria.

- (3) **The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;**

Findings and Conclusions. The applicants stated in their application that they minimized how much forest land was used for siting the structure and access because the road they extended to the structure was only an additional 135 feet to their driveway and ties directly to the driveway to their dwelling. In addition, they stated that the portion of land

where the structure was located was sparsely treed and was the most efficient site for the proposed use.

Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"Mr. Norr argued that the access road is longer than necessary and therefore, consumes more forest land than necessary. The applicant responded that they could not shorten the access road by placing the structure closer to the existing house on Tax Lot 29 and closer to SW Skyline Boulevard. The applicant testified that the sloping topography of the land, the amount of cut and fill required to site the structure closer to the existing house, the conditions of the soils on the west end of the property, make placing the building closer to the house and the existing drive less feasible than where they built it. However, the applicant did not demonstrate that the building could not have been at a location that had a shorter access . . .

The Hearings Officer concludes that the applicants have failed to meet their burden to prove that they minimized the land area used to site the structure and its service corridor.

- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and;

Findings and Conclusions. The applicant states the additional access to the structure does not exceed 500 feet in length. It is true that the access distance from the Shields' house to the barn/arena does not exceed 500 feet. However, the access to the barn from NW Skyline Boulevard is first taken approximately 268.5-feet through an adjacent parcel identified as Tax Lot 28, then across the frontage of Tax Lot 30, approximately 600 feet, then from the private road north through the subject parcel. The total distance from NW Skyline Boulevard to the barn exceeds 500 feet in length. The staff concluded that the application partially meets the criterion.

The Hearings Officer notes that each decision-making criterion must be satisfied either by evidence in the record or the imposition of a condition of approval that will assure compliance. If a criterion is not fully satisfied, the application must be denied. Here, the access to the structure exceeds 500 feet. Consequently, the applicant must prove that they minimize the access length.

In HV 13-97 the applicant argued that this provision does not apply at all to the Shields' driveway extension. Here, they address their driveway but not the private road that serves their driveway. MCC 11.15.2074 refers to "access road or service corridor." While the Multnomah Code does not define "access road" or "service corridor," "roads" are defined in MCC 11.15.0010 as "Every public way, thoroughfare, road, street or easement within the

County used or intended for use by the general public for vehicular travel, but excluding private driveways" and an "accessway" is defined as "[a] private street which is not a part of a lot or parcel and which provides access to more than one lot or parcel." The Shield's driveway is not a public way, thoroughfare, road, street or easement used or intended for use by the general public. It is intended for use of the Shields and their guests and invitees. The shields' driveway also is not an accessway because the driveway is part of their lot. Similarly, the applicants maintain that this provision does not apply to the private road portion of their access. The easement is used or intended for access use by the owners of the dominant estates benefitted by the easement and their guests and invitees. It is not intended to provide for use by the general public. Therefore, the private access road does not meet the definition of a "road." The subject private road is not an "access way" because it is an easement, a part of a lot or parcel.

In HV 13-97, the Hearings Officer concluded that the access requirements of 11.15.2074(D) apply and that the applicant needs to prove that the MCC 11.15.2074(A)(4) requirement that any access road greater than 500 feet in length is necessary due to physical limitations unique to the property and is the minimum length required. The focus of the criterion is on the "access" to the proposed development. If the Code provision were interpreted as the applicant's contend, it would never apply to any access that is privately owned. In other EFU cases, the County has applied this criterion to private access, including both private roads and private driveways cumulatively. The terms road or service corridor refer to two types of access, access for vehicles (roads) and access for utilities (service corridor).

The applicant has not proved that the access is the minimum necessary. Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"An extension of the existing access was built to serve the farm structure. Mr. Norr argues that the access is far in excess of 500 feet from Skyline Road and there is an absolute requirement that the minimum be used. If the barn had been located further down the hill, closer to the house it would not have required extension of the access. The applicant contends the access does not exceed 500 feet in length. The applicant argues that this criteria applies only to the access which must be created in order to facilitate the farm structure. . . . He argues the driveway which was created to access the farm structure does not exceed 500 feet. The Hearings Officer disagrees, the length of the access should consider the entire access to the structure, not just the length of the extension of an access to get from the end of an existing access to a new structure. The entire length of the access should be considered because a purpose of the requirement is to minimize the distance from a public road to a structure for emergency response vehicles [and to protect the maximum amount of forest zoned land].

"The record shows that access to the site is provided from Skyline Blvd. The record does not show the total length of the access. The Tax Assessors map shows the

access is on an easement. The record does not contain any information about the width, surface conditions, signage, etc., of the access. The applicant has not demonstrated that the amount of land for the access is minimized.

In this appeal, the Hearings Officer maintains her interpretation that MCC .2074(A)(4) requires the applicant to prove that the length of the access to the structure is the minimum length required. The applicant has provided no evidence that they minimized the length required. This criterion is not satisfied.

- (5) The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:

* * *

- (b) Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;

Findings and Conclusions. The territory is within the Tualatin Valley Fire and Rescue District (TVF&R). TVF&R provides service to this area by tankers. The property is approximately 1-1/2 miles from TVF&R Station 198. Equipments housed at the station are:

Brush Rig 198	90 gpm	300 gallons of water
Engine 198	750 gpm	500 gallons of water
Water Tender 198	750 gpm	3000 gallons of water

Fire hydrants are found at the intersection of Skyline Boulevard and Newberry Road, and at the intersection of Skyline Boulevard and McNamee Road. The applicant stated that there was a fire hydrant at the point of the private road access to Skyline Boulevard. This is incorrect. The staff of TVF&R inspected the applicant's property on September 19, 1997. The District concluded that fire department access to all structures on the property is adequate for fire suppression operations. See September 19, 1997 Letter from Arthur E. Thurber, Deputy Fire Marshal.

This criterion applies to "Access for a pumping fire truck to . . . any perennial water source on the lot." The subject parcel does not contain a perennial water source. Consequently, this criterion is not applicable.

- (c) Maintenance of a primary and a secondary fire safety zone on the subject tract.

- (i) A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure. Trees within this safety zone shall be spaced

with greater than 15 feet between the crowns. The trees shall also be pruned to remove low branches within 8 feet of the ground as the maturity of the tree and accepted silviculture practices may allow. All other vegetation should be kept less than 2 feet in height.

- (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:

Percent Slope	Distance In Feet
Less than 10	Not required
Less than 20	50
Less than 25	75
Less than 40	100

- (iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the spread of fire up into the crowns of the larger trees. . . The secondary fire safety zone required for any dwelling or structure may be reduced under the provisions of MCC 11.WH.2058(D) and .2075.

- (iv) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and

- (v) Maintenance of a primary and a secondary fire safety zone is required only to the extent possible within the area of an approved yard (setback to property line).

- (d) The building site must have a slope less than 40 percent.

Findings and Conclusions. The applicants stated in their application that there are less than five trees within the 30-foot primary fire safety zone around the structure and these trees are spaced farther than 15 feet between the crowns.

The primary and secondary fire buffer zone setbacks are measured from the structure out on all sides for a minimum distance of 30 feet for the primary fire safety zone. The minimum distance for the primary fire safety zone increases as the slope increases. Because the distance is based on slopes, the primary zone may be different on each side of the structure. According to the applicant, the slope of the site of the barn/arena is less than 10%. According to the soils maps on file at Multnomah County, the soil types for the portion of the property around the subject horse-barn include Cascade silt loam, 8 to 15 percent slopes (7C), requiring a primary fire safety zone of 30 or 50 feet, and Cascade silt loam, 15 to 30 percent slopes (7D), requiring a primary fire safety zone of 50, 75 or 100 feet. In addition, Karl Koroch of CIDA, Inc. stated in the application for the Grading and Erosion Control permit, GEC 8-98 for the subject site, dated March 26, 1998, that the "average slope is 12.3%" for the site. Consequently, it appears the primary fire safety zone is required to be 50-feet, based on the more detailed analysis of the site for the GEC permit.

The applicant showed the buffer zone on the subject property by marking the 50-foot buffer with posts tied with orange tape. These markers are visible in the photos taken by the Staff at site visits on April 1, 1999 and April 5, 1999. However, the applicants have not provided documentation concerning the percentage of the slope immediately next to the building site (barn/arena). Although the average slope of the parcel is 12.3%, the slopes may be more or less around the barn/arena site. There is no evidence in the record concerning the slopes around the structure.

The fire zone requirements require a primary fire safety zone of a minimum of 30 feet in all directions from a structure, plus a secondary fire safety zone extending a minimum of 100 feet in all directions around the primary safety zone. Thus, there is a total fire safety zone of at least 130 feet required by MCC .2074(5)(b). If the slopes require a greater primary fire safety zone, the total requirement could be as much as 200 feet. However, the County cannot require the fire safety zone to exceed the area of an approved side yard. The Code approves a side yard of 130 feet, so that is the maximum total fire safety zone that the County may require. If the Code requires a 50-foot primary fire safety zone on the east side of the structure, 16-feet would remain between the structure and the east property line for a secondary fire safety zone. To completely comply, the structure could be relocated 66-feet farther west. Another alternative would be to remove the portion of the structure that intrudes into the setback.

The zoning code contains a provision allowing the County to approve an exception to the setback and secondary fire safety zone standards at MCC .2075. The applicant's have requested an exception for the east side of the structure. The exception provision from the secondary fire safety zone standards was added to the zoning code by the amendments adopted after HV 13-97 was decided. These new provisions provide for protection from fire by higher construction standards for structures placed within the secondary fire safety zone, including sprinklers.

The exception requirements are addressed below. The Hearings Officer concluded that the applicant meets the exception criteria and the structure must meet the Class 1 construction requirements, including a sprinkler system.

The building site of the barn/arena has a slope less than 40 percent.

The applicants stated in their narrative, submitted April 7, 1999, that they intend to comply with the applicable fire safety zone requirements. A condition of approval could be imposed to require the applicants to 1) provide evidence of the slope for each side of the barn/arena, and 2) a site plan illustrating the location of the required primary and secondary fire safety buffer zones, based upon the slope of the site, before the County issues a building permit. Upon compliance with those conditions these criteria would be satisfied.

(B) The dwelling or structure shall:

* * *

(3) Have a fire retardant roof; and

(4) Have a spark arrester on each chimney.

Findings and Conclusions. The staff determined that section (B) does not apply because the structure is not a mobile home. However, the provisions in (3) and (4) apply to all structures. As discussed below, under MCC .2075, the structure will be required to have a fire retardant roof and no chimney is present on the structure. These criteria can be met with conditions of approval.

(C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class 11 stream as defined in the Forest Practices Rules.

Findings and Conclusions. The applicants stated in their application that the water supply to the barn/arena will be from a private well on their property that serves their dwelling. The applicants stated that they will provide water to the barn/arena site for stock watering purposes only. The proposed stock watering is not a "domestic water" use.

The Hearings Officer notes that it is likely that they will require water at the arena for the public who will be attending events at the arena. The applicant has provided well log evidence that the domestic water supply is from a source authorized according to the Department of Water Resources Oregon Administrative rules for the appropriation of groundwater. The applicants meet this criterion.

- (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:

Findings and Conclusions. The appellant, Deborah Nass, contends that the barn/arena site does not have an easement right to the private road across her property which serves the applicant's dwelling. Ms. Nass' property is identified by the Multnomah County Department of Taxation and Assessment as Tax Lot 28.

The planning staff researched the history of the Shield's chain of title. The record contains several recorded documents related to the creation of the parcels and easement rights. The following findings and conclusions are based on those documents.

A predecessor in interest to Ms. Nass' property, Mable Weich Smith and her husband (the Smiths) conveyed a parcel to Myrna Weich McShirely, a predecessor in interest to the property on which the Applicants' dwelling is located (Book 2172, Page 558). That 1963 conveyance created a 12.5-foot easement for the benefit of the conveyed property for "road purposes." The conveyed property was described by a metes and bounds legal description, containing a parcel 609.2 feet wide (east and west) and 357.5 feet deep (north and south). The conveyed parcel was identified by the Multnomah County Department of Assessment and Taxation as "Tax Lot 30." In 1963, the Smiths also conveyed a parcel which is now identified by Assessment and Taxation as Tax Lots 28 and 49 to Luella (Eunice) Weich Hannigan (Book 2172, Page 557). That deed noted that the parcel was subject to a 12.5-foot right of way easement. Also in 1963, the Smiths conveyed to Robert Walsh in trust for Nancy Lee Walsh, Teresa Eileen Walsh and Alice Marie Walsh, a parcel (on which the barn/arena subject to this application is located) described in a metes and bounds legal description (Book 2172, Page 555) that was identified by the Department of Assessment and Taxation as Tax Lot 29. That conveyance did not include access rights for the conveyed parcel, Tax Lot 29.

The Smiths conveyed the parcel immediately east of Tax Lot 30 to David Frederick Weich (Book 2172, Page 556), also in 1963. The conveyance to David Weich did not contain an access easement.

David Weich obtained easements to his property, in 1972, from Luella (Eunice) Weich Hannigan (Book 896 page 930) and Myrna Weich McShirley (Book 896 Page 932). Those easements were for a 50-foot wide strip for "private access and utility rights." Those easement documents describe by metes and bounds the easement strip and the burdened properties (the servient estates) but do not describe the benefitted property (the dominant estate). Consequently, the 50-foot easement was for the benefit of David Weich only. It did not grant an additional easement right for the benefit of the property owned by Myrna Weich McShirley (Tax Lot 30). The easement for Tax Lot 30 continued to be a 12.5-foot easement.

In 1980 Luella (Eunice) Weich Hannigan partitioned her parcel into the two parcels now identified by Assessment and Taxation as Tax Lots 28 and 49. Apparently, Luella (Eunice)

Weich Hannigan acquired the parcel identified by Assessment and Taxation as Tax Lot 30 sometime between 1972 and 1980. In November 1980 she sold the partitioned parcel and Tax Lot 30, the parcel on which the applicant's dwelling is located, to Jack and Barbara Myers. There is no reference in the deeds to easements. When the same owner holds title of the dominant and servient estates, merger extinguishes an easement. Merger occurs at the time the fee owner of the dominant parcel acquires the fee in the servient parcel. In Witt v. Reavis, 284 Or. 503, 508, 587 P.2d 1005 (1978) the Oregon Supreme Court held that the effect of merger is a complete destruction of the easement. Thus, it appears that the easement across Tax Lot 28 to provide access to Tax Lot 30 was extinguished when Luella Hannigan, owner of the servient estate acquired Tax Lot 30, the dominant estate.

In 1984, Robert Walsh, trustee, conveyed Tax Lot 29 (on which the barn/arena is located and is subject to this application), to Alice Marie Walsh Laney, also known as Barbara Alice Weich, (Book 1798, Page 2378). That conveyance also does not contain any reference to access to the conveyed parcel.

The applicants obtained the parcel on which their dwelling is located (Tax Lot 30) from Jack and Barbara Meyers (Book 1783, Page 1169). Their deed includes a reference to an easement recorded in Book 896, Page 930. From the documents in the record, it appears that the easement for Tax Lot 30 was extinguished and that the conveyer should have granted a new easement. (Note that the record does not include a complete chain of title for Tax Lot 28. The Hearings Officer assumes, without knowing, that Jack and Barbara Meyers still owned both parcels when they sold Tax Lot 30 to the applicants and therefore, could have granted access to Skyline Road when they sold Tax Lot 30 to the applicants). As there is uncertainty about the grant of an easement to Tax Lot 30, a court would look beyond the wording of the deed to decide the intent of the parties. Because the deed included a reference to an easement which burdened seller's adjoining property, it appears that it was the seller's intent to transfer an easement to the applicants. Also, because the referenced easement in Book 896, Page 930 is to a 50-foot easement, it appears likely that the easement they intended to convey is 50-feet wide. Even if the Meyers sold Tax Lot 28 before selling Tax Lot 30, it appears more likely than not that the Meyer's would have reserved an easement for Tax Lot 30. No one has asserted that Tax Lot 30 does not have a right of easement. The Hearings Officer concludes that the land area described in the conveyance from Meyers to Shields does have a 50-foot easement across Tax Lot 28.

The appellant, the current owner of Tax Lot 28, the servient property, contends that Tax Lot 29 has never been granted an easement to the access road across her property. The record contains no evidence that an easement was ever granted to Tax Lot 29. It appears that the parcel identified as Tax Lot 29 was created by deed in 1963 by a conveyance from the Smiths to Robert Walsh, trustee. Robert Walsh then conveyed Tax Lot 29 to Barbara Alice Laney Weich in 1984, who conveyed the property to Eldon Shields in March 1993. Neither the 1963 nor the 1984 deeds contain a reference to access rights to the property. The 1993 statutory warranty deed conveying the property to Eldon Shields contains the following note:

"This property is free of liens and encumbrances, EXCEPT: No apparent means of record ingress or egress to or from the property."

Eldon Shields conveyed his parcel to the applicants in May 1993 by quit claim deed. In October 1998, the applicants consolidated the two parcels into one parcel. Thus, the former Tax Lot 29 to the north where the subject barn/arena is located and the former Tax Lot 30 to the south where the applicant's dwelling is located are now one parcel for assessment and taxation purposes. The Department of Assessment and Taxation identifies the parcel as Tax Lot 30.

In their General Application Form for Variance, HV 13-97, and in this proceeding, the Shields cited an Agreement for Easement, Book 896, Page 932, as proof of their having been granted an easement. As discussed above, this agreement granted an easement across Tax Lot 30 to David Weich, it was not an access easement for the benefit of the former Tax Lot 30. It does not mention lot 29. The Hearings Officer has already concluded that the reference in the deed conveying Tax Lot 30 to the Shields by the Meyers to the easement described in Book 896, Page 930 was intended to create access to the area identified formerly as Tax Lot 30. However, nothing in the deed grants access to former Tax Lot 29. There is no evidence in the record that the area contained in former Tax Lot 29 was ever granted access across Tax Lot 28, or any other access.

The applicant argues that the area in former Tax Lot 29 has rights to the easement granted to the area within the former Tax Lot 30 by virtue of the applicants' consolidation of Tax Lot 29 with Tax Lot 30. In reaching this conclusion they rely in part on a conclusion reached by Mary Pfau, Public Researcher in the Multnomah County Assessment and Taxation Department, that their perpetual easement to Tax Lot 30 automatically applies to Tax Lot 29 after the tax lots are consolidated. The applicant also relied on Jones v. Edwards for the proposition that the scope of an easement is subject to changing circumstances.

The applicants confused the easement law concepts of dominant estate and scope of easements. The scope of an easement concerns the dominant estate's use of the easement. The scope of an easement is subject to adjustment consistent with normal development of the dominant estate. The dominant estate which has the easement rights is the area described in the easement grant. Here, the dominant estate is the area described in the deed the Shields acquired from Meyers, former Tax Lot 30. The dominant estate is not adjusted because a dominant estate is consolidated with another parcel(s).

After researching the access to the barn/arena site, the county planning staff concluded in its March 19, 1999 decision that the site of the barn/arena has a legally established access. The Access for Easement on Tax Lot 28, attached as Exhibit #7, states that the property owner of Tax Lots 28 and 49 (formerly one parcel) was the lawful property owner and thus qualified to convey the right of the easement across the said property. The easement agreement describes the area of the access easement and it grants "Private Access and Utility Rights." The document further states, "the statement described above shall continue for a period of Permanent, always subject, however, to the following

specified conditions, restrictions, and considerations: None." The staff concluded that it thus it appears that the easement runs with the land. Additionally, the easement is granted for "Private Access and Utility Rights" and does not restrict the use of the properties that are accessed by the easement. The staff failed to note that the easement was granted to David Weich, the owner of the land east of the applicant's property, not to the applicants or any of their predecessors. Therefore, the staff incorrectly concluded that the easement agreement was for the benefit of applicants' land.

The appellant argued that a notation on the 1993 deed conveying Tax Lot 29 to Eldon Shields is conclusive that the easement across Tax Lot 28 does not serve Tax Lot 29. That notation includes the statement:

"This property is free of liens and encumbrances, EXCEPT: No apparent means of record ingress or egress to or from the property."

The staff concluded that former Tax Lot 29 does have access. The staff correctly found that agreements for access are not always "of record" and that a grant of access could legally exist but not be recorded. However, there is no evidence in the record that there was ever a grant of access to Tax Lot 29, recorded or unrecorded.

The staff relied on an excerpt from Evidence and Procedures for Boundary Location (3rd edition), Section 12-15, Location of Easements, which states, "Easements necessary for the enjoyment of a property may automatically be transferred, whether mentioned in a conveyance or not" to draw the conclusion that the access that was granted to Tax Lot 30 could be "transferred" to the area in former Tax Lot 29. The planning staff misunderstood the language on transferring an easement. The excerpt is a correct statement of Oregon easement law in the sense that a perpetual easement granted to a property can be transferred to subsequent owners of the property whether or not the easement is mentioned in the conveyance. However, the language does not apply to the situation where the owner of a dominant estate wants to "transfer" an easement to lands beyond the territory described as the dominant estate in the grant of easement rights. The owner of a dominant estate has no right to grant to another dominant estate a right to use the land of the servient estate which he does not own.

The staff reasoned that the appellant's contention, taken to its logical end, leads to an illogical result. The staff reasoned that if the easement can only serve land area served at the time of the easement is granted, then any land area added to the original parcel through a lot line adjustment or consolidation would be precluded from being accessed by the easement. The staff further reasoned that the access easement granted access to Tax Lot 30 and cannot restrict access within Tax Lot 30, even if Tax Lot 30 gains land area.

The staff is incorrect that the easement was granted to Tax Lot 30. The easement was granted to an area specifically described in a metes and bounds legal description that correlates to the area identified by the Department of Assessment and Taxation as the former Tax Lot 30. The dominant estate is the land area described by metes and bounds

on the deed which created the easement. The dominant estate is not "Tax Lot 30" which may become a larger area by consolidation of tax lots.

For purposes of easing the development of land, it may be desirable for access rights for an area to be expanded to other areas when lots or parcels are consolidated. However, an easement is a limitation on the property rights of the burdened estate to exclude others from using his land. An owner of a property granted an easement does not have the right to grant to the owners of other property a right to cross the property of the landowner who granted him a right of access. Concerning any easement across Tax Lot 28 for access to Tax Lot 30, the easement would be an "easement appurtenant" to the former Tax Lot 30, and the former Tax Lot 30 would be the "dominant tenement" or estate. The Oregon Supreme Court in College Inns of America, Inc. v. Cully, 254 Or 375, at 376, 460 P2d 360 (1969) addressed the situation where the owner of a dominant estate acquired property next to the dominant estate and constructed a large dormitory on his entire property. The court held:

"It is well established law that 'a right of way appurtenant to land conveyed cannot be used by the owner of the dominant tenement to pass to or from other land adjacent to or beyond that to which the easement is appurtenant.'"

The current Oregon State Bar CLE materials summarize Oregon law as follows:

"An easement holder may not use the easement for the benefit of property other than the dominant estate . . . even if the other property is adjacent to the dominant estate and is owned by the easement holder. See Principles of Real Estate Law (Oregon CLE 1995), Section 3.28. Page 3-20).

Thus, the owner of the former Tax Lot 30, who has been granted access rights across Tax Lot 28 cannot extend those access rights to the former Tax Lot 29, even if the same people own the former Tax Lot 29 and 30.

The staff found that the easement was not granted for the sole benefit of Tax Lot 30 because it provides access to five properties. There is no evidence in the record as to the basis for the rights of access to the other properties using the easement. Those properties may have independent grants of easement, prescriptive easements, or no legal access rights. The fact that other properties use the private road is not evidence that Tax Lot 29 has an easement right to use the private road.

Finally, the staff relied on the decision document from the Hearings Officer for HV 13-97, a variance request for the subject barn/arena, issued October 20, 1997, in which the Hearings Officer discussed access to former Tax Lot 29. The Hearings Officer stated, "The access is an easement. The access provides access to a dwelling on Tax Lot 30 (the Shields residence) and on Tax Lot 33 (Ms. Anderson). [It t]hus meets the definition of 'a private road (including approved easements) access two dwellings.' The Hearings Officer concludes that the access requirements of 11.15.2074(D) apply..." This statement of the

Hearings Officer provides that the criterion applies, it does not state that the criterion is satisfied.

The access to the barn/arena structure is a private road. The site of the structure does not have any demonstrated easement rights to this access. This criterion implicitly requires that the land subject to the land use action have access rights. The site of the structure does not. Consequently, the applicants do not meet this criterion.

- (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;**

Findings and Conclusions. The applicants stated that they experienced no problems on the private road from heavy construction trucks during the building of their home 16 years ago, the construction of their new structure or the two other homes along the private road. The applicants stated that their experience with the access road over the last 14 years, is that it has supported the weight of all construction vehicles weighing more than the 52,000-pound requirement. There have been four homes plus two additional structures constructed along this private road. The applicants stated that they contacted a concrete supplier who told them that the nine trucks delivering concrete to the subject barn/arena site weighed from 52,000 to 60,000 pounds each. The supervisor told them that the road never posed a problem except once when one truck tried to avoid a broken low-hanging tree limb partially over the road (which has since been removed). They say this was the cause of the "partial collapse" noted in the appeal. This "collapse" was only the width of one truck tire which measured 6 inches wide by approximately 5 feet long and 4 inches deep. It has long since disappeared due to one of their neighbor's routine road maintenance, which has smoothed out this minor depression.

In a September 19, 1997 letter, Arthur Thurber, Deputy Fire Marshal for Tualatin Valley Fire and Rescue district stated that "Fire department access to all structures on [the] property is adequate for fire suppression operations." The Fire Marshall's letter contains no factual evidence to support this conclusion.

The Tualatin Valley Fire and Rescue district has adopted minimum roadway design criteria for fire apparatus access to all proposed and newly constructed structures. These requirements are contained in the record in the document titled "Fire & Life Safety Requirements for Fire Department Access and Water Supplies." These design criteria require the applicant to construct access roads adequate to support a minimum weight of 12,500 pounds wheel point load and a gross vehicle weight of 50,000 pounds. The Hearings Officer notes that the District's access road design criteria are less restrictive than the Multnomah County Code criterion - 50,000 rather than 52,000 gross vehicle weight. The District requires road design and compaction reports to be submitted verifying load carrying capacity. To meet the District's load bearing requirements, an applicant can provide either: 1) a soil compaction report certifying a bearing capacity of 2,000 pounds per square foot for the roadbed, plus a minimum depth of 5-inches of 1-1/2-inch minus

gravel, 2) a minimum depth of 8-inches of uncompacted 1-1/2-inch minus gravel, or 3) construction plans prepared and stamped by a registered engineer. The fire district requires an access road to extend to within 150-feet of the structure and a turnaround if the excess distance to an intersecting roadway is greater than 150-feet and/or the access road is a dead-end road. Here, the intersecting roadway is the intersection of the private road access to the structure with Skyline Road which is approximately 800 feet from the structure. Consequently the Fire District requires a turnaround. The District's standards provide that the district can modify the access standards if the applicants protect the structure with an approved automatic sprinkler system.

There is no direct evidence in the record that the District's standards are satisfied. The Hearings Officer finds that the District's letter concluding that there is adequate access is not credible because they do not base the conclusion on evidence that the District's own adopted design criteria are met. For example the District's criteria require a turnaround and none is present and there is no evidence of a soil compaction report on the required amount of 1 1/2-inch minus gravel on the road (5 inches for compacted or 8-inches for uncompacted road beds.) In addition, even if there is evidence that the District's criteria are satisfied, that would not necessarily be evidence that the Zoning Code criteria are satisfied, because the Zoning Code requires a load-bearing capacity greater than required by the District's criteria.

The appellant contends that the private road is unsuitable for heavy vehicles and stated that there was an incident during construction of the Shield's barn when a construction vehicle caused a partial collapse of the road. The appellant argues that the applicant's statement that the road is adequate is merely the applicant's opinion unsupported by an engineering study.

A letter was received from Scott Teitsworth and Deborah Buchanan, owners of the parcel directly to the west of Tax Lot 29, dated March 28, 1999. They argue in their letter that the applicant's statement that the road can "support a minimum gross vehicle weight of 52,000 pounds is merely an opinion of the Shields and not that of an engineer or other qualified professional. They state that there were problems with large heavy vehicles during the construction of the barn/arena. They said that a cement truck was forced to dump part of a load of wet cement to get up the hill which is quite steep, and that another heavy vehicle drove too close to the northern drainage ditch and collapsed about a 2-foot wide section of the road into the ditch. They also said that another vehicle was too long to negotiate the turns on the portion of the driveway crossing Tax Lot 30. Mr. Treitsworth stated that as an experienced firefighter he can assure that "no full sized fire engine will ever even attempt to negotiate the Shield's driveway.

The planning staff, in its administrative decision, did not request a written verification of the private road's or driveway's load-bearing capacity from an Oregon Professional Engineer because the fire district had twice evaluated the site and found that "Fire department access to all structures on property is adequate for fire suppression operations" and because a written verification of compliance with the 52,000 lb. GVW standard from

an Oregon Professional Engineer is required only for bridges or culverts and the applicant for E 1-99 does not request to construct a bridge or a culvert.

Although the Zoning Code requires written verification from a registered engineer only when an access road has bridges or culverts, there needs to be credible evidence, upon which a reasonable person would rely, that the Zoning Code's requirement that the access road has 52,000 pound load-bearing capacity is complied with. The applicants' evidence that the 52,000 pound load-bearing standard is satisfied consists of statements that trucks of or exceeding this weight have successfully used the access road. The opponents, however state that on at least one occasion the private road did not support the weight of a cement truck. The applicant responds that this was because the cement truck got too close to the edge of the road bed.

Imposing a condition of approval may satisfy compliance with a code standard to assure that the requirement will be satisfied. However, to satisfy a decision-making criterion by a condition of approval, the decision-maker must have evidence that satisfying the criterion is likely, or feasible. Here, the access to the structure includes approximately 800 feet of private road access across the south part of Tax Lots 28 and 30 plus more than 400 feet of access through Tax Lot 30. There is no evidence in the record that improving the access to meet the 52,000 pound load-bearing capacity is financially feasible. The Hearings Officer concludes that the applicants have failed to meet the burden to prove that the criterion is satisfied.

- (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;

Findings and Conclusions. This criterion requires a private road to have an all-weather surface of 20-feet in width and a private driveway to have an all-weather surface of at least 12-feet in width. Here, the private road is the access easement across Tax Lots 28 and 30 and the driveway is the access across applicants' property from the private road to the structure. The Tualatin Valley Fire and Rescue district's adopted minimum access roadway design criteria requires an access road having an all-weather surface and an unobstructed width of not less than 20-feet. The District's criteria appear to apply to entire access - the private road and the driveway both need to be 20-feet in width meeting the District's load bearing requirements.

The applicants stated in their application that their driveway surface is covered with $\frac{3}{4}$ -inch-minus gravel and has a minimum width of 12-feet. The applicant stated that they understood that TVF&R deemed their current access road acceptable for their fire suppression access. The County Planning Staff had an inspector for the Multnomah County Right-of-Way Division measure the width of the applicant's driveway and the turnaround area on March 17, 1999. On April 1, 1999, the Staff Planner visited the site and measured the driveway and the turnaround area. The driveway is approximately 9-feet in width for most of the length of the driveway. The applicant stated in a letter dated April 7, 1999, that they will meet the Code requirements for the driveway.

Staff recommended the Hearings Officer establish a Condition of Approval to require the applicant to construct the 12-foot wide driveway before the County issues a building permit.

The appellant contends that the applicant has not satisfied this criterion because the private access road is less than 20 feet in width. Mr. Treitsworth and Ms. Buchanan state in their letter that the Shields driveway is reached by driving approximately 800 feet along the private road which is used by 3 other households. They also said that this road is not 20-feet wide.

The record contains no evidence concerning the width of construction of the private road from which the Shield's driveway obtains access. The applicant has failed to meet its burden to prove that the criterion is satisfied.

(3) Provide minimum curve radii of 48 feet or greater;

Findings and Conclusions. The applicant stated that a minimum curve radii of 48 feet or more is provided. The staff concluded that the application meets this criterion. This conclusion is not challenged on appeal.

(4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;

Findings and Conclusions. The applicant stated that an unobstructed vertical clearance of at least 13 feet 6 inches is provided. The staff concluded that the application meets this criterion. This conclusion is not challenged on appeal.

(5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments . . .

Findings and Conclusions. The applicants stated in their application that the driveway does not exceed more than 8 percent grade except on short segments. They noted that the Tualatin Valley Fire and Rescue had stated in a letter, dated September 19, 1997, that the access to all structures on the property is adequate for fire suppression operations. The staff noted that the applicant does not state whether or not the driveway exceeds 12% grade at any given slope on the site. The staff concluded that the application partially meets the criterion.

The Fire District's adopted access design criteria requires the roadway grades to not exceed an average grade of 10 percent with a maximum grade of 15 percent for lengths of no more than 200 feet.

The Fire District's criteria permit a greater maximum grade than the Zoning Code allows. The District's criteria may be met while the County Code is not. There is insufficient evidence in the record from which the Hearings Officer can conclude that the grades of either the private road or the driveway meet this criterion. The applicant's statement that

the 8 percent grade is held not to be reliable evidence because other statements made by them have proved to be inaccurate, it is unsupported by any evidence and other evidence submitted by opponents suggests that the grade is steep.

- (6) **Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;**

Findings and Conclusions. In their application the applicants stated that they have provided turnarounds with a minimum radius of 48 feet. The appellant contends that the applicant has not provided turnarounds and stated that when a fire occurred at her house in February 1997, the Portland Fire Bureau refused to drive their trucks up the private road because it lacked turnaround space. The Right-of-Way Inspector, the Code Enforcement Inspector, and Planning Staff visited the site and found that the required turnaround does not currently exist.

The applicants responded that they have adequate space to provide the necessary turnaround with a minimum 48-foot radius at the end of their driveway. They stated that they would provide a turnaround, if required by Multnomah County. The County Planning staff visited the site and found that the portion of the property next to the barn/arena, on the east side of the subject parcel, contains room for the applicant to establish the required 48-foot radius turnaround. Mr. Treitsworth and Ms. Buchanan question whether they can provide an adequate turnaround in the area surrounding the barn. They say that this area is quite muddy even in dry weather because there are many springs on this hillside. They believe that a vehicle the size and weight of a fire engine would most likely sink into the mud and be stuck, although he doubts that an engine could even get to the turnaround.

The applicants responded to appellants' comments about the Portland Fire bureau's response to her fire in February 1997. They noted that it was the Portland Fire Bureau that responded to Ms. Nass' fire, not the Tualatin Valley Fire and Rescue District which is responsible for serving their fire needs because her property is within the City of Portland and theirs is in Multnomah County. The Hearings Officer note that fire equipment is dispatched according to which entity has the closest equipment, not according to jurisdictional boundaries. They also said that the Portland Fire Bureau did indeed bring trucks onto the private road from Skyline Blvd. and then into Ms. Nass' driveway.

The Staff recommended the Hearings Officer establish a condition requiring inspection of the site for compliance with the requirement to have a 48-foot radius turnaround before issuance of building permits. A condition of approval could satisfy this condition.

- (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 $\frac{1}{2}$ the driveway length or 400 feet whichever is less.

Findings and Conclusions. In their application the applicant stated that their driveway has appropriate turnouts for safe passage of vehicles along its length. The appellant contended that no turnarounds or turnouts exist. The staff confirmed on site visits that the applicants have constructed no turnouts the subject parcel. The applicants stated that if the current "turnout" places that already exist along the main driveway are not acceptable after additional review by Multnomah County and/or TVF&R, they will provide any necessary changes to allow for safe passage of vehicles. Mr. Treitsworth and Ms. Buchanan state that the two private driveways along the private road don't measure 20 feet by 40 feet. He believes that there are not adequate turnouts along the private road.

The turnout requirement applies to driveways, not to private roads. The Staff recommended the Hearings Officer establish a condition requiring inspection of the site for compliance with the requirement to have turnouts on the Shields' driveway, as required by subsection (7), before the county issues building permits.

The applicants did not address the requirement that a private road provide additional turnarounds at a maximum spacing of 500 feet. They addressed only requirements relating to their own driveway. The Hearings Officer notes that the fire access requirements apply to "a private road . . . accessing two or more dwellings, or a driveway accessing a single dwelling." The Hearings Officer does not believe that these requirements are meant to be in the alternative when both a private road and a driveway are involved in reaching a development. The Hearings Officer believes that private road standards apply to private roads and the driveway standards apply to driveways. Where there is both a private road and a driveway, the standards for both need to be satisfied.

There is no evidence that there is any turnaround along the private road which exceeds 800 feet in length. The Code requires at least one turnaround along the private road in addition to a turnaround at the end of the applicants' driveway. It appears that the additional turnarounds must also have a radius of 48-feet. As the private road easement is at most 50-feet in width, there is inadequate space within the easement to provide a turnaround having a 48-foot radius. Consequently, the applicant has failed to prove that this requirement could be satisfied.

11.15.2075 Exceptions to Secondary Fire Safety Zones and Forest Practices Setbacks

- (A) The secondary fire safety zone and forest practices tract setbacks for dwellings and structures may be reduced pursuant to the provisions of .2075(B) when:

- (1) The tract on which the dwelling or structure is proposed has an average lot width or depth of 330 feet or less, or

- (2) The dwelling or structure is proposed to be located within 130 feet of the centerline of a public or private road servicing two or more properties including the subject site, or
- (3) The proposed dwelling or structure is intended to be located within 130 feet of a legally existing dwelling or structure.

Findings and Conclusions. The average lot width and depth exceeds 330 feet. The barn/arena structure is located within 130 feet of a legally existing dwelling. To be eligible for an exception to the secondary fire safety zones and forest practices setback requirements, the applicant needs to meet one of the three listed criteria. The applicant meets two of the criteria for eligibility for approval of an exception. The criteria in .2075(B) apply to whether or not the County can approve such an exception.

(B) Exceptions to secondary fire safety zones and forest practices setbacks shall only be granted upon satisfaction of the following standards:

- (1) If the proposed secondary fire safety zone is between 50 and 100 feet, the dwelling or structure shall be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 505 Class 2 Ignition Resistant Construction as adopted August, 1996, or as later amended, or
- (2) If the proposed secondary fire safety zone is less than fifty feet, the dwelling or structure shall be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 504 Class 1 Ignition Resistant Construction as adopted August, 1996, or as later amended, and

Definitions from the 1997 Urban-Wildland Interface Code:

Ignition-Resistant Construction, Class 1, is a schedule of additional requirements for construction in urban-wildland interface areas based on extreme fire hazard.

Ignition-Resistant Construction, Class 2, is a schedule of additional requirements for construction in urban-wildland areas based on high fire hazard.

Findings and Conclusions. According to the applicant, their secondary fire safety zone will be between 50 and 100 feet, therefore the structure will consequently need to comply with the International Fire Code Institute - Wildland Interface Code Section 505 Class 2 Ignition Resistant Construction Standards. The applicant provided a letter from Drew DeBois of the Tualatin Valley Fire and Rescue (TVF&R) Department and has provided a narrative response to Section .2075 requirements - based on the review as a Class 2 structure:

"Roof Covering: Roof covering material is predominantly metal with some fiberglass panels serving as skylights. Although Chapter 15 of the 1994 Uniform Building Code recognizes the metal panels as a Class B roof covering, it is not possible to confirm the fiberglass panels without the benefit of the manufacturers test data. Please forward this information to this office for review. If confirmation cannot be made, replace the panels with an approved Class B roof covering material.

"Protection of Eaves: Not applicable. No eaves present.

"Gutters and Downspouts: Gutters and downspouts are plastic and are presumed to be combustible. Remove plastic gutters and downspouts. If replaced, utilize non-combustible materials.

"Exterior Walls: Approximately 60% of the structure is open with combustible wood structural members exposed to atmosphere. The balance of the building (south side) consists of wood studs covered with metal and fiberglass panels on the exterior side only. The upper 18" of the exterior wall covering near the intersection of the roof is fiberglass and serves as a light opening. The exterior walls, where present, are combustible and do not appear to meet the criteria for one-hour fire-resistive. Enclose the structure with one-hour fire-resistive construction on the exterior side. Such material shall extend from the top of the foundation to the bottom side of the roof sheathing.

"Unenclosed Underfloor Protection: Not applicable. Structure rests on grade.

"Appendages and Projections: Not applicable. No projections beyond the exterior walls.

"Windows: Not applicable. No conventional windows were observed.

"Exterior Doors: The exit door near the southwest corner of the building is a 1 ¾" hollow metal door. The sliding doors (livestock entrance) along the south and east sides of the building are framed with metal cladding on the exterior side only. Replace the sliding doors with noncombustible or solid core wood doors not less than 1 3/8" thick.

"Vents: Not applicable. No conventional attic or foundation vents were observed.

"Spark Arrestors: Not applicable. No wood or solid burning appliances were observed."

The applicant stated that if the roof panels prove to be non-compliant, they will replace them with metal similar to the existing roof or with a conforming light panel. A letter from Econ-O-Fab Buildings, Inc., dated August 6, 1998 states:

"Enclosed is data and specifications for a light panel that could be used to replace existing light panels in the Shields arena. The panel is not a stock item and would have to be special ordered out of Canada. It has a fire rating of Class A. Cost for materials and labor to replace panels would be approximately \$1,800.00 - 30 12' panels in roof, 32 2' panels in side walls."

The applicant stated that they will make the exterior walls to be one-hour fire resistive by use of the conforming light panel noted in #1 above, replace the plastic gutters and downspouts with non-combustible materials and make the exterior doors non-combustible or remove them if necessary.

The appellant contends that the secondary fire safety zone on the east side of the barn is 34 feet, not between 50 feet and 100 feet as proposed by the applicant. The Hearings Officer has found that, based on the evidence in the record, the secondary fire safety zone would be at most 16 feet on the east side of the barn/arena structure. Thus, the criterion is MCC .2075(B)(2) section is applicable.

According to this subsection (2) the structure must be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 504 as a structure classified by Class 1 Ignition Resistant Construction. Exhibit #3 is the Ignition Resistant Construction Categories from the International Fire Code Institute 1997 Urban - Wildland Interface Code. Exhibit #5 is the letter from TVFR showing the evaluation of the barn/arena as a Class 2 structure. Staff contacted DeBois, who reviewed the site in 1998 and wrote the letter attached as Exhibit #5, at TVFR. Staff asked why the barn/ arena was reviewed under Ignition Class 2 standards and DeBois said the request to TVFR was to review the site as a Class 2 structure.

The Ignition Resistant Construction Categories show the differences between Class 1 and Class 2. The main differences, as they concern this structure, is that Class 1 requires Class A roof Covering rather than Class B; Class 1 requires a structure to have a Central Station monitored 13D sprinkler system rather than a Central Station monitored approved alarm system; the Class 1 exterior door requirement is for 1 3/4" thick rather than a 1 3/8" thick noncombustible or solid core; and class 1 requires 1-hour fascia protected on backside or 2" thick for Class 1 rather than 3/4" thick and no exposed rafters unless heavy timbers. See Exhibit #3.

The June 1, 1998 letter from DeBois states that no eaves are present, so this requirement is not applicable. The June 1st letter states "the exit door near the southwest corner of the building is a 1 3/4" hollow metal door. The sliding doors (livestock entrance) along the south and east sides of the building are wood framed with metal cladding on the exterior side only. Replace the sliding doors with noncombustible or solid core wood doors not less than 1 3/8" thick."

At the applicants' request the Tualatin Valley Fire and Rescue District reviewed the structure for compliance with Class 2 standards. The Tualatin Valley Fire and Rescue District found that there is no Central Station monitored alarm system at the barn/arena

structure. The district recommended that the County should require the applicant to provide a fire alarm system that is monitored by an approved Central Station service. The applicant stated that they will extend the Central Station Monitored alarm system in their home to the barn/arena structure. However, Class 2 construction standards do not apply here, Class 1 standards apply. A sprinkler system is required for Class 1 construction.

The staff recommended the Hearings Officer establish a condition of approval to require the applicant to install the necessary items to meet the Class 1 Ignition Resistant Construction Category including roofing materials, the exterior door standard and the automatic fire sprinkler system. The staff also recommended the Hearings Officer establish a condition to require the applicant to show the slope on the subject property around the building site for each direction (west, east, north, south) a distance of 30 feet out from the structure. Finally, the Staff recommended the Hearings Officer establish a condition to require the applicant to show they have met the requirements for a Class 1 structure, as described by the International Fire Code Institute 1997 Urban-Wildland Interface Code.

In the alternative, the structure could be constructed to Class 2 standards if the structure were moved further east or if the east portion of the structure were removed, to provide at least 50-feet of secondary fire safety zone. A central station monitored alarm system would then be required, but a sprinkler system would not. The applicants testified that they would remove the east part of the structure if necessary to provide a 50-foot secondary fire safety zone and connect the structure to the dwelling's central station monitored alarm system. The Hearings Officer understands from that testimony that the applicant does not wish to meet the Class 1 construction standards, presumably because the installation of a sprinkler system is financially infeasible. They would rather remove part of the structure to comply with a 50-foot secondary fire safety zone than meet the Class 1 construction standards.

The criterion can be satisfied by the recommended conditions of approval requiring the applicant to provide at least 50-feet of secondary fire safety zone or meet the Class 1 construction standards.

- (4) A dwelling shall have a central station monitored alarm system if the secondary fire safety zone equivalents of MCC .2075(B)(1) are utilized, or
- (5) A dwelling shall have a central station monitored 13D sprinkler system if the secondary fire safety zone equivalents of MCC .2075(B)(2) are utilized. Exception: Expansions of existing single family dwellings as allowed by MCC .2048(D) shall not be required to meet this standard, but shall satisfy the standard of MCC .2074(B)(4) above.

Findings and Conclusions. The structure is not a dwelling, therefore the requirements in (4) and (5) do not apply.

- (6) All accessory structures within the fire safety zone setbacks required by MCC .2074 shall have a central monitored alarm system.

Findings and Conclusions. The primary use of the property is residential. The barn/arena structure is accessory to the primary use. The accessory structure is located within the secondary fire safety zone setbacks required by MCC .2074. This code section requires the accessory structure to have a central monitored alarm system. The applicants stated that they would connect the structure to the dwelling's central monitored alarm system. This criterion can be satisfied with a condition of approval.

- (8) When a detached accessory structure is proposed to be located so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 504.5 of the International Fire Code Institute Urban-Wildland Interface Code Class 1 Ignition Resistant Construction as adopted August, 1996, or as later amended, or underfloor protection in accordance with Section 504.6 of that same publication.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior one-hour-rated fire-resistive construction or heavy-timber construction.

Findings and Conclusions. The structure rests on grade on a concrete slab. This criterion is not applicable.

Conclusion:

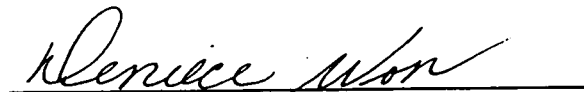
1. Lot of Record (11.WH.2062(A)(2) and .2058). The CFU-2 zone specifically requires large acreage dwellings and template dwellings to meet the lot of record standards. However, farm uses are not specifically required to meet the lot of record standards. Section .2062 is essentially a definition of a lot of record applicable in those circumstances where a use is required to comply with the lot of record provisions. However, MCC .2058 provides that the minimum lot size in the CFU-2 zone shall be 80 acres except as set forth in the provisions for lots of exception (MCC .2060), lot line adjustments (MCC .2060), lots of record (MCC .2062) and lot size for conditional uses (MCC .2064). None of the exceptions to the minimum lot size applies to this application. Therefore, to be eligible for a land use approval, the parcel must have been legally created meeting the zoning requirements at the time the parcel was created. The evidence in the record does not prove that the parcels were legally created.

2. Least Impact (11.WH.2074(A)(1)). The applicants have failed to demonstrate that the proposed location has the least impact on adjoining forest or agricultural lands when compared to other possible locations on their own property and considering different building sizes and construction methods.
3. Amount of Forest land used is minimized (11.WH.2074(A)(3)). The applicants failed to meet their burden to prove that the land area used to site structure and its service corridor was minimized.
4. Access Length is minimized (11.WH.2074(A)(4)). The applicant has provided no evidence that the access length is the minimum required.
5. Primary and Secondary Fire Safety Zones (11.WH.2074(A)(5) and 11.WH.2075). The zoning code contains new provisions allowing the County to approve an exception to the setback and secondary fire safety zone standards. The applicant meets the exception criteria and the structure will have to meet the Class 1 construction requirements including a sprinkler system. In the alternative, the structure could be constructed to Class 2 standards if the structure were moved or the east part of the structure were removed, to provide at least 50-feet of secondary fire safety zone. Consequently the applicants could comply with the primary and secondary fire safety zone standards upon compliance with conditions of approval to assure such compliance.
6. Access Rights (11.WH.2074(D)). The access to the barn/arena structure is a private road. However, the site of the structure does not have any demonstrated easement rights to this access. This criterion implicitly requires that the land subject to the land use action have access rights. The site of the structure does not.
7. Load Bearing Capacity of 52,000 pounds (11.WH.2074(I)(1)). The applicant's only evidence tending to show that the load bearing capacity of the road will support a vehicle weighing 52,000 pounds is that the road has supported vehicles of or exceeding that weight. The opponents state that the road has on at least one occasion failed to support a heavy vehicle. The applicant provides no evidence concerning the structure of the road bed to demonstrate that in fact has the required load bearing capacity.
8. Private Road has 20-foot width and driveway has 12-foot width (11.WH.2074(D)(2)). The applicants evidence on this criteria addresses only their driveway, which has 9 feet, not the required 12-feet of width. The record contains no evidence concerning the width of construction of the private road from which the Shield's driveway obtains access. The applicant failed to meet their burden to prove that the criterion is satisfied.

9. Road Grades (11.WH.2074(D)(5)). There is insufficient evidence in the record from with the Hearings Officer can conclude that the grades of either the private road or the driveway meet this criterion.
10. Turnarounds (11.WH.2074(D)(7)(a)). The applicants did not address the requirement that a private road provide additional turnarounds at a maximum spacing of 500 feet. They addressed only requirements relating to their own driveway. The Hearings Officer notes that the fire access standards apply to "a private road . . . accessing two or more dwellings, or a driveway accessing a single dwelling." The Hearings Officer does not believe that these requirements are meant to be in the alternative when both a private road and a driveway are involved in accessing a development. The Hearings Officer believes that private road standards apply to private roads and the driveway standards apply to driveways. Where there is both a private road and a driveway, the standards for both need to be satisfied.

There is no evidence that there is any turn around along the private road which is approximately 600 feet in length and which the Code requires at least one turnaround in addition to the turnaround at the end of the applicants' driveway. It appears that the additional turnarounds must also have a radius of 48-feet. As the private road easement is at most 50-feet in width, there is inadequate space within the easement to provide a turnaround having a 48-foot radius. Consequently, the applicant has failed to demonstrate that this requirement could be satisfied.

Dated this 6th Day of May, 1999



Deniece B. Won, Attorney at Law
Hearings Officer

List of Exhibits:

1. Reduced copy of applicant site plan
 2. Elevation of barn/ arena
 3. Ignition Resistant Construction Categories
 4. September 19, 1997 letter from Tualatin Valley Fire & Rescue (TVFR)
 5. June 1, 1998 letter from TVFR
 6. Vicinity Map
 7. Easement for Access through Tax Lot 28 of Section 32, 2N, 1W
 8. Statutory Warranty Deed for Tax Lot 29 of Section 32, 2N, 1W (dated March 31, 1993).
-
- H1 Affidavit of Posting
 - H2 Tracy Waters telephone call notes dated April 19, 1999
 - H3 Scott Teitsworth letter dated March 28, 1999
 - H4 Paul Norr Letter dated April 14, 1999
 - H5 Paul Norr letter dated April 13, 1999
 - H6 Staff proposed conditions of approval
 - H7 Legal description of Tax Lot 30
 - H8 Paul Norr letter dated April 19, 1999

BCC ✓



DEPARTMENT OF ENVIRONMENTAL SERVICES
 DIVISION OF PLANNING AND DEVELOPMENT
 2115 SE MORRISON STREET
 PORTLAND, OREGON 97214 (503) 248-3043

97233

1000 SE 19th Ave

NOTICE OF REVIEW

11#
 ZONING 530.00
 TOTAL 530.00
 0000-001 5/20/99
 0072 TRICIA 2:58PM

1. Name: Christopher P. Koback
2. Address: 1300 S.W. Fifth Ave., #2300, Portland, OR 97201
 Last Middle First
 Street or Box City State and Zip Code
3. Telephone: (503) 241 - 2300
4. If serving as a representative of other persons, list their names and addresses:
Christopher P. Koback is representing the Applicants, Les and
Florence Shields, as their attorney. The Shields' address is
11272 Skyline Blvd., Portland, OR 97231.
5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?
Denial of Request for exception from secondary fire safety zone and
the forest practices setback requirements of the Commercial
Forest Use Zone. A copy of the Decision for which review is sought is
attached hereto.
6. The decision was announced by the Hearing Officer on May 10, 19 99
7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?
Les and Florence Shields are the Applicants in this matter
and thus are parties entitled to notice under MCC 11.15.8220(C)(1).
The Shieldses also appeared before the approval authority at the
hearing on this matter.

8. Grounds for Reversal of Decision (use additional sheets if necessary):
See attached.

9. Scope of Review (Check One):

- (a) ☐ On the Record
(b) ☐ On the Record plus Additional Testimony and Evidence
(c) ☒ 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*.

See attached.

Signed:

Christopher P. Ketch

Date:

5/20/99

For Staff Use Only

Fee:

Notice of Review = \$530.00

Received by:

Terrence J. Shaw

Date:

5/20/99

Case No.

E 1-99

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF LAND USE
1600 SE 190TH AVE
PORTLAND, OREGON 97233 (503) 248-3043

NOTICE OF REVIEW

ATTACHMENT. (Applicants: Les and Florence Shields)

8. Grounds for Reversal of Decision.

- A. The Hearings Officer erred in basing her decision upon grounds not raised in the appeal from the Administrative Decision. Specifically, the Hearings Officer found that Applicants' failed to present evidence that their proposal met the criteria in MCC 11 WH.2074(A)(1), (2), (3) and (4). The Director concluded that Applicants had met the above criteria. The issue of whether the Director erred in rendering that that conclusion was not raised on appeal. Thus, it was error for the Hearings Officer to require Applicants to present evidence on that criteria. It was also error for the Hearings Officer to incorporate prior findings that related to issues not raised on appeal. Applicants consented to incorporating prior findings relevant to the issues on appeal, but did not agree to expand the issues on appeal. Applicants were prejudiced by the above errors.
- B. Additionally, even if compliance with 11 WH.2074(A)(4) had been properly raised on appeal, the Hearings Officer erred in applying the criteria of 11 WH.2074(A)(4) in that said criteria only applies to access roads. Applicants' property is not served by an access road; it is served by a private driveway.

- C. The Hearings Officer erred in finding that the subject parcel was not a lot of record and basing her decision to reverse the Director's decision, in part, upon that finding. The issue of whether the subject parcel was a lot of record was not raised on appeal. Thus, it was error for the Hearings Officer to consider it. Additionally, the requirement that the subject parcel be a lot of record does not apply to accessory structures like the one proposed.
- D. The Hearings Officer erred in finding that the Applicants did not satisfy the criteria of 11 WH.2074(D). The criteria in 11 WH.2074(D) applies to private roads or driveways serving dwellings. Applicants' request does not relate to a dwelling, but rather to an accessory structure.

9. **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 for *De Novo* Review.

Following the Planning Director's Administrative Decision to conditionally approve Applicants' request for exception from the secondary fire safety zone, Deborah Nass appealed that decision raising six specific grounds for reversal. MCC 11.15.8290.

Applicants prepared to present evidence and argument on those six grounds. Before the Hearings Officer, Applicants addressed the grounds for reversal raised on appeal.

However, the Hearings Officer reversed the Planning Director's decision, in part, upon grounds never raised in any appeal. The Hearings Officer found that Applicants failed to present evidence that their application met criteria that were not the subject matter of the appeal. Applicants had no notice that they needed to present evidence on said criteria.

Applicants are requesting the Board to limit its review to the grounds raised in the appeal and strike those portions of the Hearings Officer's decision that address criteria not part of the appeal. However, if the Board is inclined to review the merits of the entirety of the Hearings Officer's decision, Applicants believe they are entitled to a *de novo* hearing to undo the prejudice created by the Hearings Officer's inclusion of issues not raised on appeal.

MEETING DATE: MAY 27 1999
AGENDA NO: C-13
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Holds per ORS 426.215

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Community & Family Services DIVISION: Behavioral Health

CONTACT: Cathy Horey TELEPHONE #: 248-5464 Ext 24447
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Order Authorizing Designees of the Mental Health Program Director to Direct
a Peace Officer to take an Allegedly Mentally Ill person into custody.

5/27/99 copies to Cathy Horey

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: *Lorenzo Paez*

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:24
MULTI-NOAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-103

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

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

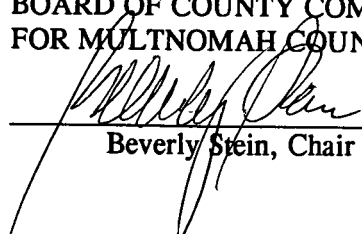
1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe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

2. Added to the list of designees are:

Derrick Hall	413-33-5460	Nicole Corbin	524-37-2180
Kim Carnahan	534-86-5539	Melissa Fern	540-76-9968
Chris Arthur	048-52-5815	Tonya Deetz	540-23-9747
Stephanie C. Bentley	538-94-5347	Kristin Warden	470-84-8439
Steve Cooper	573-84-2487	Jessica Turner	575-21-3576
Carolyn Lu	543-15-0735	Elizabeth Glisczinski	474-90-8363

Adopted this 27th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By


Katie Gaetjens, Assistant County Counsel

MEETING DATE: MAY 27 1999

AGENDA NO: C-14

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT. Retroactive amendment to the Intergovernmental Agreement with Oregon Health Sciences University to provide additional funding for the purchase of psychiatric consultation services.

BOARD BRIEFING

Date Requested: Next

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: Behavioral Health

CONTACT: Lorenzo Poe, Floyd Martinez

TELEPHONE: 248-3691

BLDG/ROOM: 166/7th

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment to the IGA with OHSU providing additional funding for psychiatric consultation services.

SIGNATURES REQUIRED:

5/27/99 originals to Lou Olson (pick up)

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
99 MAY 19 PM 4:41
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Multnomah County Chair

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

DATE: May 10, 1999

SUBJECT: Retroactive Amendment to FY 98-99 Oregon Health Sciences University (OHSU)
Intergovernmental Agreement

I. Recommendation/ Retroactive Action Requested: The Department of Community and Family Services recommends County Chair approval of the attached intergovernmental agreement with OHSU effective from October 1, 1998 through June 30, 1999. This amendment is retroactive because the delay in the processing of the Medical Director contract delayed the processing of this agreement.

II. Analysis: The Department of Community and Family Services is amending the intergovernmental agreement with OHSU to add funding in the amount of \$71,060 to continue the provision of psychiatric consultation services from October 1, 1998 to June 30, 1999. The additional funding added in this amendment upgrades the contract to a Class III agreement. Additionally, the service expectations are being modified to provide four hours per week with a new faculty or fellowship position in the area of addictive services and to provide CAAPCare with six hours per week of services from Dr. Nancy Winters.

III. Background: Only three months of funding were provided with the initial contract for psychiatric consultation from OHSU, due to the uncertainty of program needs. A hiring process for Medical Director was underway at the time and the necessity to contract out for consultation depended upon the specialty and the available hours of the person hired for that position. When the hiring process was delayed, OHSU filled the need and continued to provide services until the program recently determined the needs for the rest of the contract year. Funds for this contract are in the Department budget.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 9910156

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

Amendment #: 1

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-14 DATE 5/27/99 DEB BOGSTAD BOARD CLERK

May 4, 1999

Department: Community and Family Services Division: Behavioral Health Date: _____
 Originator: Gloria Wang Phone: 248-3691 x24561 Bldg/Rm: 166/6
 Contact: Alicia Boris Phone: 248-3691 x24692 Bldg/Rm: 166/7

Description of Contract **This amendment provides additional funding to continue psychiatric consultation services.**

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

Contractor Oregon Health Sciences University	Remittance Address
Address 3181 SW Sam Jackson Park Road	(If different) _____
Portland, Oregon 97201	
Phone (503) 494-5075	Payment Schedule / Terms
Employer ID# or SS# 93-1176109	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date October 1, 1998	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date June 30, 1999	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other
Original Contract Amount \$ 25,550.00	
Total Amt of Previous Amendments \$ N/A	<input type="checkbox"/> Requirements
Amount of Amendment \$ 71,060.00	
Total Amount of Agreement \$ 96,610.00	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager Lorenzo Paez DATE 5/16/99
 Purchasing Manager _____ DATE _____
 County Counsel Katie Gault DATE 5/17/99
 County Chair Wally Davis DATE May 27, 1999
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
683134											
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
 Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Page 1 of 1
 4/16/99

Vendor Code : 683134

Fiscal Year : 98/99

Numeric Amendment : 01

Contract Number : 9910156

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
06	156	010	1611	B00P	6110	9310F <input type="text"/>	CMH Medicaid: AITP BHD Psychiatric Consultation	\$0.00	\$12,773.00	\$12,773.00	
03	156	010	1611	B00P	6110	9999L <input type="text"/>	County General Fund BHD Psychiatric Consultation	\$0.00	\$31,900.00	\$31,900.00	
07	395	010	1620	B00P	6110	9601X <input type="text"/>	MH XIX Capitation BHD Psychiatric Consultation	\$0.00	\$26,387.00	\$26,387.00	
TOTAL								\$0.00	\$71,060.00	\$71,060.00	\$0.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
 4/16/99

Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Vendor Code : 683134

Fiscal Year : 98/99

Through Amendment Number : 01

Contract Number : 9910156

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1611	B00P	6110	9001X	AMH SMHD BHD Psychiatric Consultation	\$14,351.00	\$0.00	\$14,351.00	
03	156	010	1611	B00P	6110	9999L	County General Fund BHD Psychiatric Consultation	\$7,462.00	\$31,900.00	\$39,362.00	
04	156	010	1671	B00P	6110	9111F	A&D Target City Central Intake BHD Psychiatric Consultation	\$3,687.00	\$0.00	\$3,687.00	
06	156	010	1611	B00P	6110	9310F	CMH Medicaid: AITP BHD Psychiatric Consultation	\$0.00	\$12,773.00	\$12,773.00	
07	395	010	1620	B00P	6110	9601X	MH XIX Capitation BHD Psychiatric Consultation	\$0.00	\$26,387.00	\$26,387.00	
TOTAL								\$25,500.00	\$71,060.00	\$96,560.00	\$0.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #9910156, AMENDMENT #1

DURATION OF AMENDMENT: October 1, 1998
CONTRACTOR NAME: Oregon Health Sciences University
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road

TO: June 30, 1999
TELEPHONE: (503) 494-5075
IRS NUMBER: 93-1176109

This amendment is to that certain contract dated July 1, 1998, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I:

CHANGES:

This amendment adds funds in the amount of \$71,060 to continue providing psychiatric consultation services throughout the fiscal year.

PART II:

AMENDMENT NARRATIVE:

Funds in the amount of \$71,060 are added to continue the provision of psychiatric consultation services through to the end of the fiscal year. Services are subject to the same special conditions and terms of the original contract with the following changes to 1.B. Service Expectations:

3. Addictive services: New faculty or fellow for four (4) hours/ week; and
4. CAAPCare services: Nancy Winters six (6) hours/week

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

MULTNOMAH COUNTY

O.H.S.U.

BY Lorenzo Poe 5/10/99
Director, Dept of Community & Family Services Date

BY _____
Agency Authorized Signer Date

BY Beverly Stein 5/27/99
Multnomah County Chair Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

REVIEWED:

THOMAS SPONSLER, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens 5/17/99
Katie Gaetjens, Assistant County Counsel
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CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

4/15/99

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

Contractor Name : OHSU OREGON HEALTH SCIENCES UNIVERSITY	Vendor Code: 683134
Contractor Address : 3181 SW SAM JACKSON PARK RD PORTLAND OR 97201-3098	
Telephone : 494-5075	Fiscal Year : 98/99
Federal ID # : 93-1176109	

Program Office Name : Division Administration

Service Element Name : BHD Psychiatric Consultation (B00P)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/98	9/30/98	Per Invoice	Fee for Service	169.00	Consult. hours	85.00	\$14,351.00
0	7/1/98	9/30/98	Per Invoice	Fee for Service	88.00	Consult. hours	85.00	\$7,462.00
1	10/1/99	6/30/99	Per Invoice	Fee for Service	150.00	Hourly	85.00	\$12,773.00
1	10/1/98	6/30/99	Per Invoice	Fee for Service	375.00	Hour	85.00	\$31,900.00
Total					782.00			\$66,486.00

Program Office Name : Managed Care Administration

Service Element Name : BHD Psychiatric Consultation (B00P); Psychiatric Consultation

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
1	10/1/99	6/30/99	Per Invoice	Fee for Service	310.00	Hourly	85.00	\$26,387.00
Total					310.00			\$26,387.00

Program Office Name : Local Management-Target Cities

Service Element Name : BHD Psychiatric Consultation (B00P)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/98	9/30/98	Per Invoice	Fee for Service	43.00	Consult. hours	85.00	\$3,687.00
Total					43.00			\$3,687.00

MEETING DATE: MAY 27 1999
AGENDA NO: C-15
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to reduce the total dollars the County will receive in the Intergovernmental Revenue Agreement with Centennial School District 28J funding mental health services for children effective 7/1/98 through 6/30/99.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Floyd Martinez

DIVISION: Behavioral Health
TELEPHONE: 248-3691
BLDG/ROOM: 166/7th

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment To Intergovernmental Revenue Agreement With Centennial School District To Fund Mental Health Services For Children.

SIGNATURES REQUIRED:

5/27/99 ORIGINALS to Lou Olson (pick up)

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:24
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Multnomah County Chair

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

DATE: May 4, 1999

SUBJECT: Retroactive Amendment to FY 1998-99 Revenue Contract
from Centennial School District

I. Recommendation/Retroactive Action Requested: The Department of Community and Family Services recommends County Chair approval of the attached contract amendment from Centennial School District, for the period July 1, 1998 through June 30, 1999. This contract is retroactive because the overall utilization of funding for the fiscal year was reduced due to staff turnover.

II. Analysis: The Department of Community and Family Services has received a revenue contract amendment from Centennial School District reducing funding pay for school based mental health services by \$3,276. The total amount of the amended revenue contract will be \$71,724.

III. Background: The reduction in revenues will be included in the County budget pending a budget modification.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 9910352

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

Amendment #: 1

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-15 DATE 5/27/99 DEB BOGSTAD BOARD CLERK </div>

Department: Community and Family Services Division: Behavioral Health Date: 5/10/99
 Originator: Gloria Wang Phone: 248-3999 x24561 Bldg/Rm: 166/6
 Contact: Alicia Boris Phone: 248-3691 x24692 Bldg/Rm: 166/7

Description of Contract **This amendment reduces the total amount of funding received by the County in the Revenue contract funding mental health services provided to children at Centennial School District.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>102008</u>	
RFP/BID: _____	RFP/BID DATE: _____	
EXEMPTION _____	EXEMPTION EXPIRATION _____	ORS/AR _____
#/DATE: _____	DATE: _____	#: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor Centennial School District, 28J Address 18135 SE Brooklyn Portland OR 97236-1099 Phone (503) 760-7990 Employer ID# or SS# N/A Effective Date 7/1/98 Termination Date 6/30/99 Original Contract Amount \$ 75,000 Total Amt of Previous Amendments \$ N/A Amount of Amendment \$ (3,276) Total Amount of Agreement \$ 71,724	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Per invoiced summary</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe mas</u>	DATE <u>5/12/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie Gough</u>	DATE <u>5/21/99</u>
County Chair _____	DATE <u>May 27, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1630			2791				71,724	
02											

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #9910352, AMENDMENT #1

DURATION OF AMENDMENT: July 1, 1998

TO: June 30, 1999

CONTRACTOR NAME: Centennial School District, 28J

TELEPHONE: (503) 760-7990

CONTRACTOR ADDRESS: 18135 SE Brooklyn, Portland, Oregon 97236-1099 IRS NUMBER: N/A

This amendment is to that certain contract dated July 1, 1998, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES:

This amendment reduces by \$3,276 the amount of funding coming to the COUNTY from the Centennial School District Special Education Department.

PART II: AMENDMENT NARRATIVE:

Section II. Compensation from the original revenue agreement is replaced in its entirety by the following paragraph:

II. COMPENSATION.

DISTRICT agrees to pay COUNTY \$56,724 from the Special Education Department and \$15,000 from the Alternative Education Department, for a total sum of \$71,724, payable in three equal payments based upon the receipt of the COUNTY Service Summary. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of Medicaid services, if applicable, materials and supplies, and employee leave benefits. COUNTY shall submit a Service Summary to DISTRICT by January 15, 1999, April 15, 1999; and June 15, 1999. DISTRICT agrees to remit payments to COUNTY within 30 days of the receipt of the Services Summary.

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

MULTNOMAH COUNTY

CENTENNIAL SCHOOL DISTRICT, 28J

BY Lorenzo Poe 5/12/99
Director, Dept of Community & Date
Family Services

BY _____
Agency Authorized Signer Date

BY Beverly Stein 5/27/99
Beverly Stein Date
Multnomah County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

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

By Katie Gaetjens 5/12/99
Katie Gaetjens, Asst. Date
County Counsel

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MEETING DATE: MAY 27 1999
AGENDA NO: C-16
ESTIMATED START TIME: 9:30

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

SUBJECT: Revenue Agreement with the US Housing and Urban Development funding Turning Point Transitional Housing Project services, operation, and administration costs. Total funding is \$831,739.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available
Amount of Time Needed: Consent Agenda

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/ Mary Li

DIVISION: Community Programs and Partnerships
TELEPHONE: 248-3691
BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Mary Li

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Revenue Agreement with the US Department of Housing and Urban Development funding Turning Point Transitional Housing Project

5/27/99 ORIGINALS to Lou Olson (pick up)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTIPLAID COUNTY
OREGON
99 MAY 18 PM 6:22

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: May 17, 1999

SUBJECT: Revenue Contract with U.S. Department of Housing and Urban Development

I. Recommendation/Action Requested: The Department is requesting approval of the revenue contract with the U.S. Department of Housing and Urban Development (HUD) for the period June 1, 1999 through June 30, 2002.

II. Background/Analysis: The Department was originally awarded the Turning Point Grant by HUD in 1995. This contract is a three year renewal of that grant. Funding supports low income homeless households in their efforts to stabilize their situations. This funding will be used to maintain stability within the established homeless services system.

III. Financial Impact: This contract is for a total of \$831,739. \$792,133 of funding is used to provide supportive services and operations expenses at the Turning Point facility. The balance, \$39,606, is for administrative costs. The Division of Community Programs and Partnerships will complete a budget modification.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: Services are directly tied to the County Urgent Bench Marks; reduce the number of children in poverty, reduce juvenile crime, and increase high school completion.

VII. Citizen Participation: Division of Community Programs and Partnerships involve Multnomah Commission on Children, Family and Community in policy development and service planning.

VIII. Other Government Participation: This funding allows Multnomah County to assist HUD in accomplishing the national effort to end homelessness.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 9910675

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-16 DATE 5/27/99 DEB BOGSTAD BOARD CLERK</p>

Department: Community and Family Services Division: Community Programs and Partnerships Date: May 17, 1999
 Originator: Barbara Hershey Phone: 26323 Bldg/Rm: 166/5
 Contact: Patty Doyle Phone: 24418 Bldg/Rm: 166/7

Description of Contract: **This revenue contract funds Turning Point Transitional Housing Project supportive services, operating costs, and administrative costs.**

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

Contractor	US Department of Housing and Urban Development		
Address	400 SW Sixth Avenue, Suite 700	Remittance Address	_____
	Portland, OR 97204-1632	(If different)	_____
Phone	(503) 326-7016	Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date	June 1, 1999	<input checked="" type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Termination Date	June 30, 2002	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$	831,739		
Total Amt of Previous Amendments \$	0	<input type="checkbox"/> Requirements \$ _____	
Amount of Amendment \$	0		
Total Amount of Agreement \$	831,739	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES

Department Manager Lolengo Poemo DATE 5/17/99
 Purchasing Manager _____ DATE _____
 County Counsel Katie L. Smith DATE 5/18/99
 County Chair Patty Doyle DATE 5/27/99
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE REV218						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1150			2007		9259F		\$792,133	
02	156	010	1101			2007		9259F		\$39,606	
03											

1998 SUPPORTIVE HOUSING PROGRAM

RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Multnomah County, Oregon, the Recipient, whose Tax ID number is 936002309 for Project Number OR16B807001 to be located in Portland, Multnomah County, Oregon.

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq. as amended (the Act)). The term grant or grant funds means the assistance provided under this Agreement. This grant agreement will be governed by the Act and the provisions of Attachment A which is attached hereto and made a part hereof and the Notice of Fund Availability (NOFA) published at 63 FR 23997 on April 30, 1998. The term "application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, and are incorporated herein; however, in the event of any conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of three years. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this renewal grant.

HUD's total fund obligation for this project is \$831,739 allocated as follows:

- | | |
|----------------------------------|-----------|
| 1. Grant for Operating | \$166,254 |
| 2. Grant for Supportive Services | \$625,879 |
| 3. Grant for Leasing | \$ 0 |
| 4. Grant for Administration | \$ 39,606 |

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or

- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

Signature and Date

Joy Hirl

Typed name of signatory

Acting Director, Community Planning and Development
Title

RECIPIENT

Multnomah County
Name of Organization

By:

Authorized Signature and Date

May 27, 1999

Beverly Stein

Typed name of signatory

Multnomah County Chair

Title

Lorenzo Poe 5/17/99
Lorenzo Poe, Director, Department of Community and Family
Programs

for Patti Lutz 5/18/99
Thomas Sponsler, Multnomah County Counsel

Mary T. Li, Division Manager

Community Programs and Partnerships 248-3999, 248-3332

Official Contact Person and Telephone No. and Fax No.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

SUPPORTIVE HOUSING PROGRAM

**Supportive Housing Program (SHP) Rule
(24 CFR Part 583)**

**References in SHP Rule to the McKinney Act
(42 U.S.C. 1381-113839)**

**References Applicable to SHP in the
General HUD Program Requirements; WAIVER
(61 FR 5202)**

April 1998

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of the Assistant Secretary for
Community Planning and Development

24 CFR Part 583

Supportive Housing Program

PART 583--SUPPORTIVE HOUSING PROGRAM

Subpart A--General

Sec.

583.1 Purpose and scope.

583.5 Definitions.

Subpart B--Assistance Provided

583.100 Types and uses of assistance.

583.105 Grants for acquisition and rehabilitation.

583.110 Grants for new construction.

583.115 Grants for leasing.

583.120 Grants for supportive services costs.

583.125 Grants for operating costs.

583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.

583.135 Administrative costs.

583.140 Technical assistance.

583.145 Matching requirements.

583.150 Limitations on use of assistance.

583.155 Comprehensive housing affordability strategy (CHAS).

Subpart C--Application and Grant Award Process

583.200 Application and grant award.

583.230 Environmental review.

583.235 Renewal grants.

Subpart D--Program Requirements

583.300 General operation.

583.305 Term of commitment; repayment of grants; prevention of undue benefits.

583.310 Displacement, relocation, and acquisition.

583.315 Resident rent.

583.320 Site control.

583.325 Nondiscrimination and equal opportunity requirements.

583.330 Applicability of other Federal requirements.

Subpart E--Administration

583.400 Grant agreement.

583.405 Program changes.

583.410 Obligation and deobligation of funds.

AUTHORITY: 42 U.S.C. 3535(d) and 11389.

Subpart A--General

§ 583.1 Purpose and scope.

(a) General. The Supportive Housing program is authorized by title IV of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381-11389). The Supportive Housing program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) Components. Funds under this part may be used for:

(1) Transitional housing to facilitate the movement of homeless

individuals and families to permanent housing;

(2) Permanent housing that provides long-term housing for homeless persons with disabilities;

(3) Housing that is, or is part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless persons; or

(4) Supportive services for homeless persons not provided in conjunction with supportive housing.

§ 583.5 Definitions.

As used in this part:

Applicant is defined in section 422(1) of the McKinney Act (42 U.S.C. 11382(1)). For purposes of this definition, governmental entities include those that have general governmental powers (such as a city or county), as well as those that have limited or special powers (such as public housing agencies).

Consolidated plan means the plan that a jurisdiction prepares and submits to HUD in accordance with 24 CFR part 91.

Date of initial occupancy means the date that the supportive housing is initially occupied by a homeless person for whom HUD provides assistance under this part. If the assistance is for an existing homeless facility, the "date of initial occupancy" is the date that services are first provided to the residents of supportive housing with funding under this part.

Date of initial service provision means the date that supportive services are initially provided with funds under this part to homeless persons who do not reside in supportive housing. This definition applies only to projects funded under this part that do not provide supportive housing.

Disability is defined in section 422(2) of the McKinney Act (42 U.S.C. 11382(2)).

Homeless person means an individual or family that is described in section 103 of the McKinney Act (42 U.S.C. 11302).

Metropolitan city is defined in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)). In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

New construction means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

Operating costs is defined in section 422(5) of the McKinney Act (42 U.S.C. 11382(5)).

Outpatient health services is defined in section 422(6) of the McKinney Act (42 U.S.C. 11382(6)).

Permanent housing for homeless persons with disabilities is defined in section 424(c) of the McKinney Act (42 U.S.C. 11384(c)).

Private nonprofit organization is defined in section 422(7)(A), (B), and (D) of the McKinney Act (42 U.S.C. 11382(7)(A), (B), and (D)). The organization must also have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or designate an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles.

Project is defined in sections 422(8) and 424(d) of the McKinney Act (42 U.S.C. 11382(8), 11384(d)).

Recipient is defined in section 422(9) of the McKinney Act (42 U.S.C. 11382(9)).

Rehabilitation means the improvement or repair of an existing structure or an addition to an existing structure that does not increase the floor area by more than 100 percent. Rehabilitation does not include minor or routine repairs.

State is defined in section 422(11) of the McKinney Act (42 U.S.C. 11382(11)).

Supportive housing is defined in section 424(a) of the McKinney Act (42 U.S.C. 11384(a)).

Supportive services is defined in section 425 of the McKinney Act (42 U.S.C. 11385).

Transitional housing is defined in section 424(b) of the McKinney Act (42 U.S.C. 11384(b)). See also § 583.300(j).

Tribes is defined in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Urban county is defined in section 102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(6)). In general, urban counties are those counties that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

Subpart B--Assistance Provided

§ 583.100 Types and uses of assistance.

(a) Grant Assistance. Assistance in the form of grants is available for acquisition of structures, rehabilitation of structures, acquisition and rehabilitation of structures, new construction, leasing, operating costs for supportive housing, and supportive services, as described in §§ 583.105 through 583.125 of this part. Applicants may apply for more than one type of assistance.

(b) Uses of grant assistance. Grant assistance may be used to:

- (1) Establish new supportive housing facilities or new facilities to provide supportive services;
- (2) Expand existing facilities in order to increase the number of homeless persons served;
- (3) Bring existing facilities up to a level that meets State and local government health and safety standards.
- (4) Provide additional supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;
- (5) Purchase HUD-owned single family properties currently leased by the applicant for use as a homeless facility under 24 CFR part 291; and
- (6) Continue funding supportive housing where the recipient has received funding under this part for leasing, supportive services, or operating costs.

(c) Structures used for multiple purposes. Structures used to provide supportive housing or supportive services may also be used for other purposes, except that assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services.

(d) Technical assistance. HUD may offer technical assistance, as described in § 583.140 of this part.

§ 583.105 Grants for acquisition and rehabilitation.

(a) Use. HUD will grant funds to recipients to:

(1) Pay a portion of the cost of the acquisition of real property selected by the recipients for use in the provision of supportive housing or supportive services, including the repayment of any outstanding debt on a loan made to purchase property that has not been used previously as supportive housing or for supportive services;

(2) Pay a portion of the cost of rehabilitation of structures selected by the recipients to provide supportive housing or supportive services, including cost-effective energy measures and bringing an existing structure to a level that meets State and local government health and safety standards, ;
or

(3) Pay a portion of the cost of acquisition and rehabilitation of structures, as described in paragraphs (a)(1) and (2) of this section.

(b) Amount. The maximum grant available for acquisition, rehabilitation, or acquisition and rehabilitation is the lower of:

(1) \$200,000; or

(2) The total cost of the acquisition, rehabilitation, or acquisition and rehabilitation minus the applicant's contribution toward the cost.

(c) Increased amounts. In areas determined by HUD to have high acquisition and rehabilitation costs, grants of more than \$200,000, but not more than \$400,000, may be available.

§ 583.110 Grants for new construction.

(a) Use. HUD will grant funds to recipients to pay a portion of the cost of new construction, including cost-effective energy measures and the cost of land associated with that construction, for use in the provision of supportive housing. If the grant funds are used for new construction, the applicant must demonstrate that the costs associated with new construction are substantially less than the costs associated with rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs associated with rehabilitation or new construction may include the cost of real property acquisition.

(b) Amount. The maximum grant available for new construction is the lower of:

(1) \$400,000; or

(2) The total cost of the new construction, including the cost of land associated with that construction, minus the applicant's contribution toward the cost of same.

§ 583.115 Grants for leasing.

(a) General. HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of leasing a structure or structures, or portions thereof, used to provide supportive housing or supportive services for up to five years.

(b)(1) Leasing structures. Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable space.

(2) Leasing individual units. Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged by the same owner for comparable unassisted units, and the portion of rents paid with grant funds may not exceed HUD-determined fair market rents. Recipients may

use grant funds in an amount up to one month's rent to pay the non-recipient landlord for any damages to leased units by homeless participants.

§ 583.120 Grants for supportive services costs.

(a) General. HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of supportive services for homeless persons for up to five years. Homeless persons receiving supportive services need not be residents of supportive housing. All or part of the supportive services may be provided directly by the recipient or by arrangement with public or private service providers.

(b) Supportive services costs. Costs associated with providing supportive services include salaries paid to providers of supportive services and any other costs directly associated with providing such services. For a transitional housing project, supportive services costs also include the costs of services provided to former residents of transitional housing to assist their adjustment to independent living. Such services may be provided for up to six months after they leave the transitional housing facility.

§ 583.125 Grants for operating costs.

(a) General. HUD will provide grants to pay a portion (as described in § 583.130 of this part) of the actual operating costs of supportive housing for up to five years.

(b) Operating costs. Operating costs are those associated with the day-to-day operation of the supportive housing. They also include the actual expenses that a recipient incurs for conducting on-going assessments of the supportive services needed by residents and the availability of such services; relocation assistance under § 583.310, including payments and services; and insurance.

(c) Recipient share of operating costs. Assistance for operating costs will be initially available for up to 75 percent of the total cost for two years and up to 50 percent of the total cost for the next three years. The recipient must pay the percentage of the actual operating costs not funded by HUD. At the end of each operating year, the recipient must demonstrate that it has met its share of the costs for that year.

§ 583.130 Commitment of grant amounts for leasing, supportive services and operating costs.

Upon execution of a grant agreement covering assistance for leasing, supportive services, or operating costs, HUD will obligate amounts for a period not to exceed five operating years. The total amount obligated will be equal to an amount necessary for the specified years of operation, less the recipient's share of operating costs.

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§ 583.135 Administrative costs.

(a) General. Up to five percent of any grant awarded under this part may be used for the purpose of paying costs of administering the assistance.

(b) Administrative costs. Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs. They do not include the costs of carrying out eligible activities under §§ 583.105 through 583.125.

§ 583.140 Technical assistance.

(a) General. HUD may set aside funds annually to provide technical assistance either directly by HUD staff or indirectly through third-party

providers, for any supportive housing project. This technical assistance is for the purpose of promoting the development of supportive housing and supportive services as part of a continuum of care approach, including innovative approaches to assist homeless persons in the transition from homelessness, and promoting the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) Uses of technical assistance. HUD may use these funds to provide technical assistance to prospective applicants, applicants, recipients, or other providers of supportive housing or services for homeless persons, for supportive housing projects. The assistance may include, but is not limited to, written information such as papers, monographs, manuals, guides, and brochures; person-to-person exchanges; and training and related costs.

(c) Selection of providers. From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance.

§ 583.145 Matching requirements.

(a) General. The recipient must match the funds provided by HUD for grants for acquisition, rehabilitation, and new construction with an equal amount of funds from other sources.

(b) Cash resources. The matching funds must be cash resources provided to the project by one or more of the following: the recipient, the Federal government, State and local governments, and private resources.

(c) Maintenance of effort. State or local government funds used in the matching contribution are subject to the maintenance of effort requirements described at § 583.150(a) of this part.

§ 583.150 Limitations on use of assistance.

(a) Maintenance of effort. No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

(b) Primarily religious organizations. (1) Provision of assistance.

(i) HUD will provide assistance to a recipient that is a primarily religious organization if the organization agrees to provide housing and supportive services in a manner that is free from religious influences and in accordance with the following principles:

(A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(B) It will not discriminate against any person applying for housing or supportive services on the basis of religion and will not limit such housing or services or give preference to persons on the basis of religion;

(C) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of housing and supportive services.

(ii) HUD will provide assistance to a recipient that is a primarily religious organization if the assistance will not be used by the organization to construct a structure, acquire a structure or to rehabilitate a structure owned by the organization, except as described in paragraph (b)(2) of this section.

(2) Rehabilitation of structures owned by a primarily religious organization. Rehabilitation grants may be used to rehabilitate a structure owned by a primarily religious organization, if the following conditions are met:

(i) The structure (or portion of the structure) that is to be rehabilitated with HUD assistance has been leased to a recipient that is an existing or newly established wholly secular organization (which may be established by the primarily religious organization under the provisions of paragraph (b)(3) of this section);

(ii) The HUD assistance is provided to the wholly secular organization (and not the primarily religious organization) to make the improvements;

(iii) The leased structure will be used exclusively for secular purposes available to all persons regardless of religion;

(iv) The lease payments paid to the primarily religious organization do not exceed the fair market rent of the structure before the rehabilitation was done;

(v) The portion of the cost of any improvements that benefit any unleased portion of the structure will be allocated to, and paid for by, the primarily religious organization;

(vi) The primarily religious organization agrees that, if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay an amount equal to the residual value of the improvements to the secular organization, and the secular organization will remit the amount to HUD.

(3) Assistance to a wholly secular private nonprofit organization established by a primarily religious organization. (i) A primarily religious organization may establish a wholly secular private nonprofit organization to serve as a recipient. The wholly secular organization may be eligible to receive other forms of assistance available under this part.

(A) The wholly secular organization must agree to provide housing and supportive services in a manner that is free from religious influences and in accordance with the principles set forth in paragraph (b)(1)(i) of this section.

(B) The wholly secular organization may enter into a contract with the primarily religious organization to operate the supportive housing or to provide supportive services for the residents. In such a case, the primarily religious organization must agree in the contract to carry out its contractual responsibilities in a manner free from religious influences and in accordance with the principles set forth in paragraph (b)(1)(i) of this section.

(C) The rehabilitation grants are subject to the requirements of paragraph (b)(2) of this section.

(ii) HUD will not require the primarily religious organization to establish the wholly secular organization before the selection of its application. In such a case, the primarily religious organization may apply on behalf of the wholly secular organization. The application will be reviewed on the basis of the primarily religious organization's financial responsibility and capacity, and its commitment to provide appropriate resources to the wholly secular organization after formation. The requirement with regard to site control, described in § 583.320 of this part, may be satisfied if the primarily religious organization demonstrates site control and a commitment to transfer control of the site to the wholly secular organization after its formation. If such an application is selected for funding, the obligation of funds will be conditioned upon the establishment of a wholly secular organization that meets the definition of private nonprofit organization in § 583.5 of this part.

(c) Participant control of site. Where an applicant does not propose to have control of a site or sites but rather proposes to assist a homeless family or individual in obtaining a lease, which may include assistance with rent payments and receiving supportive services, after which time the family or individual remains in the same housing without further assistance under this part, that applicant may not request assistance for acquisition, rehabilitation, or new construction.

§ 583.155 Consolidated plan.

(a) Applicants that are States or units of general local government. The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan.

(b) Applicants that are not States or units of general local government. The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the State, in accordance with the consistency certification provisions of the consolidated plan regulations, 24 CFR part 91, subpart F.

(c) Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa and the Northern Mariana Islands. These entities are not required to have a consolidated plan or to make consolidated plan certifications. An application by an Indian tribe or other applicant for a project that will be located on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) Timing of consolidated plan certification submissions. Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

Subpart C--Application and Grant Award Process

§ 583.200 Application and grant award.

When funds are made available for assistance, HUD will publish a notice of funding availability (NOFA) in the Federal Register, in accordance with the requirements of 24 CFR part 4. HUD will review and screen applications in accordance with the requirements in section 426 of the McKinney Act (42 U.S.C. 11386) and the guidelines, rating criteria, and procedures published in the NOFA.

§ 583.230 Environmental review.

(a) Generally. Project selection is subject to completion of an environmental review of the proposed site, and the project may be modified or the site rejected as a result of that review. The environmental effects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4320) (NEPA) and the related environmental laws and authorities listed in HUD's implementing regulations at 24 CFR parts 50 or 58, depending on who is responsible for environmental review.

(b) Environmental review by HUD. HUD will perform an environmental review, in accordance with part 50 of this title, before approval of conditionally selected applications received directly from private nonprofit organizations and governmental entities with special or limited purpose powers. Any application subject to environmental review by HUD that requires an Environmental Impact Statement (EIS) in accordance with the procedures in 24 CFR part 50, subpart E, will not be eligible for assistance under this part.

(c) Environmental review by applicants. Applicants that are States, metropolitan cities, urban counties, tribes, or other governmental entities

with general purpose powers must assume responsibility for environmental review, decisionmaking, and action for each application for assistance in accordance with part 58 of this title. These applicants must include in their applications an assurance that they will assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under NEPA and related authorities listed in 24 CFR part 58. The grant award is subject to completion of the environmental responsibilities set out in 24 CFR part 58 within a reasonable time period after notification of the award. Applicants may, however, enclose an environmental certification and Request for Release of Funds with their applications.

§ 583.235 Renewal grants.

(a) General. Grants made under this part, and grants made under subtitles C and D (the Supportive Housing Demonstration and SAFAH, respectively) of the Stewart B. McKinney Homeless Assistance Act as in effect before October 28, 1992, may be renewed on a noncompetitive basis to continue ongoing leasing, operations, and supportive services for additional years beyond the initial funding period. To be considered for renewal funding for leasing, operating costs, or supportive services, recipients must submit a request for such funding in the form specified by HUD, must meet the requirements of this part, and must submit requests within the time period established by HUD.

(b) Assistance available. The first renewal will be for a period of time not to exceed the difference between the end of the initial funding period and ten years from the date of initial occupancy or the date of initial service provision, as applicable. Any subsequent renewal will be for a period of time not to exceed five years. Assistance during each year of the renewal period, subject to maintenance of effort requirements under § 583.150(a) of this part, may be for: (1) up to 50 percent of the actual operating and leasing costs in the final year of the initial funding period; (2) up to the amount of HUD assistance for supportive services in the final year of the initial funding period; and (3) an allowance for cost increases.

(c) HUD review. (1) HUD will review the request for renewal and will evaluate the recipient's performance in previous years against the plans and goals established in the initial application for assistance, as amended. HUD will approve the request for renewal unless the recipient proposes to serve a population that is not homeless, or the recipient has not shown adequate progress as evidenced by an unacceptably slow expenditure of funds, or the recipient has been unsuccessful in assisting participants in achieving and maintaining independent living. In determining the recipient's success in assisting participants to achieve and maintain independent living, consideration will be given to the level and type of problems of participants. For recipients with a poor record of success, HUD will also consider the recipient's willingness to accept technical assistance and to make changes suggested by technical assistance providers. Other factors which will affect HUD's decision to approve a renewal request include the following: a continuing history of inadequate financial management accounting practices, indications of mismanagement on the part of the recipient, a drastic reduction in the population served by the recipient, program changes made by the recipient without prior HUD approval, and loss of project site.

(2) HUD reserves the right to reject a request from any organization with an outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed to, or whose response to an audit finding is overdue or unsatisfactory.

(3) HUD will notify the recipient in writing that the request has been approved or disapproved.

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Subpart D--Program Requirements

§ 583.300 General operation.

(a) State and local requirements. Each recipient of assistance under this part must provide housing or services that are in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the project is located regarding the condition of the structure and the operation of the housing or services.

(b) Habitability standards. Except for such variations as are proposed by the recipient and approved by HUD, supportive housing must meet the following requirements:

(1) Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

(2) Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) Interior air quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) Water supply. The water supply must be free from contamination.

(6) Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

(11) Fire safety. (1) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(2) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

(c) Meals. Each recipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(d) Ongoing assessment of supportive services. Each recipient of assistance under this part must conduct an ongoing assessment of the supportive services required by the residents of the project and the

availability of such services, and make adjustments as appropriate.

(e) Residential supervision. Each recipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(f) Participation of homeless persons. (1) Each recipient must provide for the participation of homeless persons as required in section 426(g) of the McKinney Act (42 U.S.C. 11386(g)). This requirement is waived if an applicant is unable to meet it and presents a plan for HUD approval to otherwise consult with homeless or formerly homeless persons in considering and making policies and decisions. See also § 583.330(e).

(2) Each recipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services for the project.

(g) Records and reports. Each recipient of assistance under this part must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require within the timeframe required.

(h) Confidentiality. Each recipient that provides family violence prevention or treatment services must develop and implement procedures to ensure:

(1) The confidentiality of records pertaining to any individual provided services; and

(2) That the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project.

(i) Termination of housing assistance. The recipient may terminate assistance to a participant who violates program requirements. Recipients should terminate assistance only in the most severe cases. Recipients may resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(3) Prompt written notice of the final decision to the participant.

(j) Limitation of stay in transitional housing. A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

(k) Outpatient health services. Outpatient health services provided by the recipient must be approved as appropriate by HUD and the Department of

Health and Human Services (HHS). Upon receipt of an application that proposes the provision of outpatient health services, HUD will consult with HHS with respect to the appropriateness of the proposed services.

(1) Annual assurances. Recipients who receive assistance only for leasing, operating costs or supportive services costs must provide an annual assurance for each year such assistance is received that the project will be operated for the purpose specified in the application.

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§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits.

(a) Term of commitment and conversion. Recipients must agree to operate the housing or provide supportive services in accordance with this part and with sections 423(b)(1) and (b)(3) of the McKinney Act (42 U.S.C. 11383(b)(1), 11383(b)(3)).

(b) Repayment of grant and prevention of undue benefits. In accordance with section 423(c) of the McKinney Act (42 U.S.C. 11383(c)), HUD will require recipients to repay the grant unless HUD has authorized conversion of the project under section 423(b)(3) of the McKinney Act (42 U.S.C. 11383(b)(3)).

§ 583.310 Displacement, relocation, and acquisition.

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(b) Relocation assistance for displaced persons. A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) Real property acquisition requirements. The acquisition of real property for supportive housing is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) Responsibility of recipient. (1) The recipient must certify (*i.e.*, provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) Appeals. A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) Definition of displaced person. (1) For purposes of this section,

the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of acquisition, rehabilitation, or demolition for supportive housing projects assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice or refuses to renew an expiring lease in order to evade the responsibility to provide relocation assistance, if the move occurs on or after the date the recipient submits to HUD the application or application amendment designating the project site.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(i) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(B) 30 percent of gross household income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or

(B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) Definition of initiation of negotiations. For purposes of determining the formula for computing the replacement housing assistance to be

provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the recipient and HUD.

(h) Definition of project. For purposes of this section, the term "project" means an undertaking paid for in whole or in part with assistance under this part. Two or more activities that are integrally related, each essential to the others, are considered a single project, whether or not all component activities receive assistance under this part.

§ 583.315 Resident rent.

(a) Calculation of resident rent. Each resident of supportive housing may be required to pay as rent an amount determined by the recipient which may not exceed the highest of:

- (1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child care expenses);
- (2) 10 percent of the family's monthly income; or
- (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

(b) Use of rent. Resident rent may be used in the operation of the project or may be reserved, in whole or in part, to assist residents of transitional housing in moving to permanent housing.

(c) Fees. In addition to resident rent, recipients may charge residents reasonable fees for services not paid with grant funds.

§ 583.320 Site control.

(a) Site control. (1) Where grant funds will be used for acquisition, rehabilitation, or new construction to provide supportive housing or supportive services, or where grant funds will be used for operating costs of supportive housing, or where grant funds will be used to provide supportive services except where an applicant will provide services at sites not operated by the applicant, an applicant must demonstrate site control before HUD will execute a grant agreement (e.g., through a deed, lease, executed contract of sale). If such site control is not demonstrated within one year after initial notification of the award of assistance under this part, the grant will be deobligated as provided in paragraph (c) of this section.

(2) Where grant funds will be used to lease all or part of a structure to provide supportive housing or supportive services, or where grant funds will be used to lease individual housing units for homeless persons who will eventually control the units, site control need not be demonstrated.

(b) Site change. (1) A recipient may obtain ownership or control of a suitable site different from the one specified in its application. Retention of an assistance award is subject to the new site's meeting all requirements under this part for suitable sites.

(2) If the acquisition, rehabilitation, acquisition and rehabilitation, or new construction costs for the substitute site are greater than the amount of the grant awarded for the site specified in the application, the recipient must provide for all additional costs. If the recipient is unable to demonstrate to HUD that it is able to provide for the difference in costs, HUD may deobligate the award of assistance.

(c) Failure to obtain site control within one year. HUD will recapture or deobligate any award for assistance under this part if the recipient is not in control of a suitable site before the expiration of one year after initial

notification of an award.

§ 583.325 Nondiscrimination and equal opportunity requirements.

(a) General. Notwithstanding the permissibility of proposals that serve designated populations of disabled homeless persons, recipients serving a designated population of disabled homeless persons are required, within the designated population, to comply with these requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, and disability.

(b) Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements set forth at part 5 of this title apply to this program. (1) The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to Indian housing authorities (IHAs) when established by the exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

(3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the regulations issued under the order at 41 CFR chapter 60.

(4) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the regulations in 24 CFR part 135.

(5) The requirements of Executive order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 39) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprises Development); and Executive Order 12138 (3 CFR, 1977 Comp., p. 393) (Women's Business Enterprises). Consistent with HUD's responsibilities under these Orders, recipients must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

(c) Procedures. (1) If the procedures that the recipient intends to use to make known the availability of the supportive housing are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for admission to the housing, the recipient must establish additional procedures that will ensure that such persons can obtain information concerning availability of the housing.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) Accessibility requirements. The recipient must comply with the new construction accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, and the reasonable accommodation and rehabilitation accessibility requirements of section 504 as follows:

(1) All new construction must meet the accessibility requirements of 24 CFR 8.22 and, as applicable, 24 CFR 100.205.

(2) Projects in which costs of rehabilitation are 75 percent or more of the replacement cost of the building must meet the requirements of 24 CFR 8.23(a). Other rehabilitation must meet the requirements of 24 CFR 8.23(b).

§ 583.330 Applicability of other Federal requirements.

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following Federal requirements:

(a) Flood insurance. (1) The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) prohibits the approval of applications for assistance for acquisition or construction (including rehabilitation) for supportive housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(i) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and

(ii) Flood insurance is obtained as a condition of approval of the application.

(2) Applicants with supportive housing located in an area identified by FEMA as having special flood hazards and receiving assistance for acquisition or construction (including rehabilitation) are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

(b) The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.) may apply to proposals under this part, depending on the assistance requested.

(c) Applicability of OMB Circulars. The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the award, acceptance, and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part. (Copies of OMB Circulars may be obtained from E.O.P. Publications, Room 2200, New Executive Office Building, Washington, D.C. 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.)

(d) Lead-based paint. Any residential property assisted under this part constitutes HUD-associated housing for the purposes of the Lead Based Paint Poisoning Prevention Act and is, therefore, subject to 24 CFR part 35.

(e) Conflicts of interest. (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under § 583.300(f) of this part does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (e)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (e)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (e)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

(f) Audit. The financial management systems used by recipients under this program must provide for audits in accordance with 24 CFR part 44 or part 45, as applicable. HUD may perform or require additional audits as it finds necessary or appropriate.

(g) Davis-Bacon Act. The provisions of the Davis-Bacon Act do not apply to this program.

Subpart E--Administration

§ 583.400 Grant agreement.

(a) General. The duty to provide supportive housing or supportive services in accordance with the requirements of this part will be incorporated in a grant agreement executed by HUD and the recipient.

(b) Enforcement. HUD will enforce the obligations in the grant agreement through such action as may be appropriate, including repayment of funds that have already been disbursed to the recipient.

§ 583.405 Program changes.

(a) HUD approval. (1) A recipient may not make any significant changes to an approved program without prior HUD approval. Significant changes include, but are not limited to, a change in the recipient, a change in the project site, additions or deletions in the types of activities listed in § 583.100 of this part approved for the program or a shift of more than 10 percent of funds from one approved type of activity to another, and a change in the category of participants to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the consolidated plan (see § 583.155 of this part).

(2) Approval for changes is contingent upon the application ranking remaining high enough after the approved change to have been competitively selected for funding in the year the application was selected.

(b) Documentation of other changes. Any changes to an approved program

that do not require prior HUD approval must be fully documented in the recipient's records.

§ 583.410 Obligation and deobligation of funds.

(a) Obligation of funds. When HUD and the applicant execute a grant agreement, funds are obligated to cover the amount of the approved assistance under subpart B of this part. The recipient will be expected to carry out the supportive housing or supportive services activities as proposed in the application.

(b) Increases. After the initial obligation of funds, HUD will not make revisions to increase the amount obligated.

(c) Deobligation. (1) HUD may deobligate all or parts of grants for acquisition, rehabilitation, acquisition and rehabilitation, or new construction:

(i) If the actual total cost of acquisition, rehabilitation, acquisition and rehabilitation, or new construction is less than the total cost anticipated in the application; or

(ii) If proposed activities for which funding was approved are not begun within three months or residents do not begin to occupy the facility within nine months after grant execution.

(2) HUD may deobligate the amounts for annual leasing costs, operating costs or supportive services in any year:

(i) If the actual leasing costs, operating costs or supportive services for that year are less than the total cost anticipated in the application; or

(ii) If the proposed supportive housing operations are not begun within three months after the units are available for occupancy.

(3) The grant agreement may set forth in detail other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(4) HUD may:

(i) Readvertise the availability of funds that have been deobligated under this section in a notice of fund availability under § 583.200 of this part, or

(ii) Award deobligated funds to applications previously submitted in response to the most recently published notice of fund availability, and in accordance with subpart C of this part.

REFERENCES IN SHP RULE TO THE MCKINNEY ACT (42 U.S.C. 11381-11389)

§ 583.5 Definitions.

Section 422(1) of the McKinney Act (42 U.S.C. 11382(1))	(1) The term "applicant" means a State, Indian tribe, metropolitan city, urban county, governmental entity, private nonprofit organization, or community mental health association that is a public nonprofit organization, that is eligible to receive assistance under this subtitle and submits an application under section 426(a).
Section 422(2) of the McKinney Act (42 U.S.C. 11382(2))	<p>(2) The term "disability" means--</p> <p>(A) a disability as defined in section 223 of the Social Security Act,</p> <p>(B) to be determined to have, pursuant to regulations issued by the Secretary, a physical, mental, or emotional impairment which (i) is expected to be of long-continued and indefinite duration, (ii) substantially impedes an individual's ability to live independently, and (iii) of such a nature that such ability could be improved by more suitable housing conditions,</p> <p>(C) a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act, or</p> <p>(D) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agency for acquired immunodeficiency syndrome.</p> <p>Subparagraph (D) shall not be construed to limit eligibility under subparagraphs (A) through (C) or the provisions referred to in subparagraphs (A) through (C).</p>
Section 103 of the McKinney Act (42 U.S.C. 11302)	<p>(a) IN GENERAL.--For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes--</p> <p>(1) An individual who lacks a fixed, regular, and adequate nighttime residence; and</p> <p>(2) An individual who has a primary nighttime residence that is:</p> <p>(A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);</p> <p>(B) an institution that provides a temporary residence for individuals intended to be institutionalized; or</p> <p>(C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</p> <p>(b) INCOME ELIGIBILITY.--</p> <p>(1) IN GENERAL.--A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program.</p> <p>(2) EXCEPTION.--Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under the Job Training Partnership Act.</p> <p>(c) EXCLUSION.--For purposes of this Act, the term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law.</p>

REFERENCES IN SHP RULE TO THE MCKINNEY ACT (42 U.S.C. 11381-11389)

Section 422(5) of the McKinney Act (42 U.S.C. 11382(5))	(5) The term "operating costs" means expenses incurred by a recipient operating supportive housing under this subtitle with respect to-- (A) the administration, maintenance, repair, and security of such housing; (B) utilities, fuel, furnishings, and equipment for such housing; and (C) the conducting of the assessment under section 426(c)(2).
Section 422(6) of the McKinney Act (42 U.S.C. 11382(6))	(6) The term "outpatient health services" means outpatient health care, outpatient mental health services, outpatient substance abuse services, and case management.
Section 424(c) of the McKinney Act (42 U.S.C. 11384(c))	(c) PERMANENT HOUSING FOR HOMELESS PERSONS WITH DISABILITIES.--For purposes of this section, the term "permanent housing for homeless persons with disabilities" means community-based housing for homeless persons with disabilities that provides long-term housing and supportive services for not more than-- (1) 8 such persons in a single structure or contiguous structures; (2) 16 such persons, but only if not more than 20 percent of the units in a structure are designated for such persons; or (3) more than 16 persons if the applicant demonstrates that local market conditions dictate the development of a large project and such development will achieve the neighborhood integration objectives of the program within the context of the affected community.
Section 422(7)(A), (B) & (D) of the McKinney Act (42 U.S.C. 11382(7)(A), (B), & (D))	(7) The term "private nonprofit organization" means an organization-- (A) no part of the net earnings of which inures to the benefit of any member, founder, contributor, or individual; (B) that has a voluntary board; (D) that practices nondiscrimination in the provision of assistance.
Sections 422(8) & 424(d) of the McKinney Act (42 U.S.C. 11382(8), 11384(d))	422(8) The term "project" means a structure or structures (or a portion of such structure or structures) that is acquired, rehabilitated, constructed, or leased with assistance provided under this subtitle or with respect to which the Secretary provides technical assistance or annual payments for operating costs under this subtitle, or supportive services. 424(d) SINGLE ROOM OCCUPANCY DWELLINGS.--A project may provide supportive housing or supportive services in dwelling units that do not contain bathrooms or kitchen facilities and are appropriate for use as supportive housing or in projects containing some or all such dwelling units.
Section 422(9) of the McKinney Act (42 U.S.C. 11382(9))	(9) The term "recipient" means any governmental or nonprofit entity that receives assistance under this subtitle.
Section 422(11) of the McKinney Act (42 U.S.C. 11382(11))	(11) The term "State" means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and Palau.

REFERENCES IN SHP RULE TO THE MCKINNEY ACT (42 U.S.C. 11381-11389)

Section 424(a) of the McKinney Act (42 U.S.C. 11384(a))

(a) IN GENERAL.--Housing providing supportive services for homeless individuals shall be considered supportive housing for purposes of this subtitle if--

- (1) the housing is safe and sanitary and meets any applicable State and local housing codes and licensing requirements in the jurisdiction in which the housing is located; and
- (2) the housing--
 - (A) is transitional housing;
 - (B) is permanent housing for homeless persons with disabilities; or
 - (C) is, or is a part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless individuals and families.

Section 425 of the McKinney Act (42 U.S.C. 11385)

(a) IN GENERAL.--To the extent practicable, each project shall provide supportive services for residents of the project and homeless persons using the project, which may be designed by the recipient or participants.

(b) REQUIREMENTS.--Supportive services provided in connection with a project shall address the special needs of individuals (such as homeless persons with disabilities and homeless families with children) intended to be served by a project.

(c) SERVICES.--Supportive services may include such activities as (A) establishing and operating a child care services program for homeless families, (B) establishing and operating an employment assistance program, (C) providing outpatient health services, food, and case management, (D) providing assistance in obtaining permanent housing, employment counseling, and nutritional counseling; (E) providing security arrangements necessary for the protection of residents of supportive housing and for homeless persons using the housing or project, (F) providing assistance in obtaining other Federal, State, and local assistance available for such residents (including mental health benefits, employment counseling, and medical assistance, but not including major medical equipment), and (G) providing other appropriate services.

Section 424(b) of the McKinney Act (42 U.S.C. 11384(b))

(b) TRANSITIONAL HOUSING.--For purposes of this section, the term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing within 24 months or such longer period as the Secretary determines necessary. The Secretary may deny assistance for housing based on a violation of this subsection only if the Secretary determines that a substantial number of homeless individuals or families have remained in the housing longer than such period.

REFERENCES IN SHP RULE TO THE MCKINNEY ACT (42 U.S.C. 11381-11389)

§ 583.200 Application and grant award.

Section 426 of the McKinney Act (42 U.S.C. 11386)

Reviewing and screening applications

(b) SELECTION CRITERIA.--The Secretary shall select applicants approved by the Secretary as to financial responsibility to receive assistance under this subtitle by a national competition based on criteria established by the Secretary, which shall include--

- (1) the ability of the applicant to develop and operate a project;
- (2) the innovative quality of the proposal in providing a project;
- (3) the need for the type of project proposed by the applicant in the area to be served;
- (4) the extent to which the amount of assistance to be provided under this subtitle will be supplemented with resources from other public and private sources;
- (5) the cost-effectiveness of the proposed project;
- (6) the extent to which the applicant has demonstrated coordination with other Federal, State, local, private and other entities serving homeless persons in the planning and operation of the project, to the extent practicable; and
- (7) such other factors as the Secretary determines to be appropriate to carry out this subtitle in an effective and efficient manner.

§ 583.300 General operation.

Section 426(g) of the McKinney Act (42 U.S.C. 11386(g))

(g) PARTICIPATION OF HOMELESS INDIVIDUALS.--The Secretary shall, by regulation, require each recipient to provide for the participation of not less than 1 homeless individual or former homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this subtitle. The Secretary may grant waivers to applicants unable to meet the requirement under the preceding sentence if the applicant agrees to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions.

§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits

Sections 423(b)(1) & (b)(3) of the McKinney Act (42 U.S.C. 11383(b)(1), 11383(b)(3))

Term of commitment; conversion of project

(b) USE RESTRICTIONS.--

- (1) ACQUISITION, REHABILITATION, AND NEW CONSTRUCTION.--Projects assisted under subsection (a)(1) or (2) shall be operated for not less than 20 years for the purpose specified in the application.
- (3) CONVERSION.--If the Secretary determines that a project is no longer needed for use as supportive housing and approves the use of the project for the direct benefit of low-income persons pursuant to a request for such use by the recipient operating the project, the Secretary may authorize the recipient to convert the project to such use.

REFERENCES IN SHP RULE TO THE MCKINNEY ACT (42 U.S.C. 11381-11389)

Section 423(c) of the McKinney Act (42 U.S.C. 11383(c))

Repayment of grant

(c) REPAYMENT OF ASSISTANCE AND PREVENTION OF UNDUE BENEFITS.--

(1) REPAYMENT.-- The Secretary shall require recipients to repay 100 percent of any assistance received under subsection (a)(1) or (2) if the project ceases to be used as supportive housing within 10 years after the project is placed in service. If such project is used as supportive housing for more than 10 years, the Secretary shall reduce the percentage of the amount required to be repaid by 10 percentage points for each year in excess of 10 that the project is used as supportive housing.

(2) PREVENTION OF UNDUE BENEFITS.--Except as provided in paragraph (3), upon any sale or other disposition of a project assisted under subsection (a)(1) or (2) occurring before the expiration of the 20-y. period beginning on the date that the project is placed in service, the recipient shall comply with such terms and conditions as the Secretary may prescribe to prevent the recipient from unduly benefiting from such sale or disposition.

(3) EXCEPTION.-- A recipient shall not be required to comply with the terms and conditions prescribed under paragraphs (1) and (2) if the sale or disposition of the project results in the use of the project for the direct benefit of very low-income persons or if all of the proceeds are used to provide supportive housing meeting the requirements of this subtitle.

GENERAL HUD PROGRAM REQUIREMENTS; WAIVERS - 61 FR 5202
(REFERENCES APPLICABLE TO SHP RULE)

§ 5.100 Definitions

Department

Department means the Department of Housing and Urban Development.

HUD

HUD means the same as the Department.

§ 5.110 Waivers

Waivers

Upon determination of good cause, the Secretary may, subject to statutory limitations, waive any provision of this title and delegate this authority in accordance with section 106 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3535(q)).



U.S. Department of Housing and Urban Development
Oregon State Office
Community Planning & Development Division
400 Southwest Sixth Avenue, Suite 700
Portland, OR 97204-1632

May 17, 1999

Lorenzo Poe, Director
Multnomah County
Department of Community and Family Services
421 SW Sixth Avenue, Suite 500
Portland, OR 97204

Dear Mr. Poe:

SUBJECT: Transmittal of Grant Agreement
Supportive Housing Program
Project Number: OR16B807001

I join Assistant Secretary Cardell Cooper in congratulating you on the final selection of the Turning Point project under the Supportive Housing Program. All conditions attached to your award for this project have been met.

HUD's total fund obligation for this project is \$831,739 allocated as follows:

1. Grant amount for Supportive Services \$625,879
2. Grant amount for Operating Costs \$166,254
3. Grant amount for Administration \$ 39,606

Enclosed are three copies of the Grant Agreement that constitutes the agreement between you and HUD. Please sign all three and return them to this office immediately. When the Grant Agreements are received, they will be executed by HUD, and one will be returned to you.

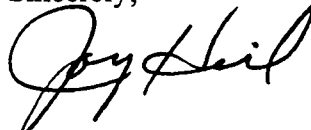
Also enclosed are Grantee Financial Instructions in which you will find information on completing the Direct Deposit Form, the Voice Response Access Authorization form, and the Special Needs Assistance Programs Voucher for Grant Payment, all of which are necessary to receive payments from HUD.

While we have approved the operating budget, we have some concerns about the estimated costs identified in the budget. Please provide a detailed list of items which comprise maintenance and repair, equipment, and furnishings.

You are advised that your grant cannot begin and no funds can be disbursed to you for this project until the Grant Agreement is fully executed.

Thank you for your commitment to assisting homeless persons. We look forward to working with you to eliminate homelessness. If you have any questions, please contact Jan Olson, CPD Financial Analyst at 503-326-7017.

Sincerely,

A handwritten signature in black ink, appearing to read "Joy Hirl". The signature is fluid and cursive, with the first name "Joy" and last name "Hirl" clearly distinguishable.

Joy Hirl, Acting Director
Community Planning & Development

Enclosures

MEETING DATE: MAY 27 1999

AGENDA NO: C-17

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT. *Intergovernmental Agreement between Oregon Department of Human Resources and Multnomah County Department of Community and Family Services to support Schools Supporting Neighborhoods (SUN). This funding represents an Annie E. Casey Foundation grant.*

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Community Programs &
Partnerships/Community Building
Initiative

CONTACT: Lorenzo Poe

TELEPHONE: 248-3691 ext 28136

BLDG/ROOM: 166/700

PERSON(S) MAKING PRESENTATION: Lorenzo Poe

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE

IGA supporting Schools Uniting Neighborhoods (SUN), a joint effort between Annie E. Casey Foundation, Department of Community and Family Services and Oregon Department of Human Resources.

SIGNATURES REQUIRED:

5/27/99 originals to Lou Olson (pick up)

ELECTED OFFICIAL: _____

OR

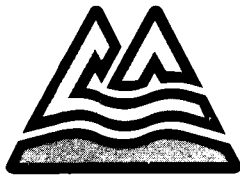
DEPARTMENT MANAGER: _____

Lorenzo Poe mms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 MAY 10 PM 2:44
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: May 18, 1999

SUBJECT: IGA with Oregon Department of Human Resources and Department of Community and Family Services.

- I. **Recommendation/Action Requested:** The Department is recommending BCC approval of this agreement with the State of Oregon, in cooperation with Annie E. Casey Foundation.
- II. **Background/Analysis:** The Oregon Department of Human Resources, Multnomah County and the Annie E. Casey Foundation are entering into their second year of a partnership that will focus on increasing coordination and connection between the Governor's Social Support Investment Strategy and Oregon communities. Casey funds will be used to support a broad array of opportunities for local/state interface and deliberation regarding the implementation of the social support strategy. For the past year, a broad based of coalition partners has been working together to develop a long-term strategy for a community schools model, Schools Uniting Neighborhoods (SUN).
- III. **Financial Impact:** A total of \$483,475 is available through this agreement. \$200,000 is to be paid as start up funding; the balance to be paid on September 1, 1999 and December 31, 1999.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** Ongoing participation in coalition based efforts involving the State and local governments to improve the rate at which kids stay in school.
- VII. **Citizen Participation:** The project funded through this IGA is supported by a broad-based coalition in Multnomah County.
- VIII. **Other Government Participation:** State and local.



Oregon

John A. Kitzhaber, M.D., Governor

Agreement #83998

Department of Human Resources

Contracts and Purchasing Units

500 Summer Street NE, 4th Floor

Salem, Oregon 97310

(503) 945-5818

Purchasing FAX (503) 373-7365

Contracts FAX (503) 373-7889

TTY (503) 945-5928

INTERGOVERNMENTAL AGREEMENT

Annie E. Casey Foundation Grant Agreement

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of the Director, Community Partnership Team, hereinafter called "DHR/CPT", and Multnomah County, hereinafter called "COUNTY".

I. EFFECTIVE DATE and DURATION

This agreement shall become effective on the date this contract has been signed by every party hereto and, when required, approved by the Department of Justice. Unless terminated or extended, this agreement shall expire when DHR-CPT accepts COUNTY'S completed performance or on December 31, 1999, whichever date occurs first.

II. BACKGROUND

The Oregon Department of Human Resources, Multnomah County, and the Annie E. Casey Foundation are entering into their second year of a partnership that will focus on increasing coordination and connection between the Governor's Social Support Investment Strategy and Oregon communities. Casey funds will be used to support a broad array of opportunities for local/state interface and deliberation regarding the implementation of the social support strategy.

For 1999, the Casey funds will be matched with DHR dollars to support the development of a community schools model in Multnomah COUNTY and to continue the 1998 partnership with the Outer Southeast/Southeast Uplift project.

III. PURPOSE

For the past year, a broad based coalition of partners in Multnomah COUNTY, including DHR, have been working together to develop a long term strategy for a community schools model, Schools Uniting Neighborhoods (SUN).

*Assisting People to Become Independent, Healthy and Safe
An Equal Opportunity Employer*



IV. The COUNTY agrees to:

With the funding provided through this agreement in concert with other resources, Multnomah COUNTY will manage the implementation of the Schools Uniting Neighborhoods project through the Office of the Community Schools Coordinator as a part of the Department of Community and Family Services. Provisions of the agreement include the hiring of a Community Schools Coordinator, and ensuring 1) The planning, community outreach, community coordination, assessment and location for school-based services at four or more sites. 2) Technical assistance including use of existing services for the selected communities around capacity building and 3) Outer Southeast Community facilitation and planning.

In four or more sites and in the Outer Southeast Community Project, Multnomah COUNTY will support systemic approaches that include and value the work of a multitude of partners, demonstrate outreach and services of the whole community including DHR clients and seek consumer representation on steering committees and in plan development. Multnomah COUNTY will work jointly with DHR/CPT Services at Schools Uniting Neighborhoods locations as appropriate.

Evaluation plans for each location will be contractually arranged and will include semi annual progress reports. Progress reports are due September 1, 1999 and December 31, 1999, using the attached format, Attachment 1.

V. CONSIDERATION

The DHR/CPT shall provide an amount of \$483,475.00 to the COUNTY for implementation of the approved portions of its "projects for Annie E. Casey Foundation Grant Funds" proposal. DHR/CPT shall provide the above funding as noted below: following schedule:

1. \$200,000.00 Start Up funding will be paid on the effective date of this agreement.
2. \$200,000.00 will be paid September 15, 1999.
3. \$83,475.00 final payment paid on December 31, 1999.

VI. GENERAL PROVISIONS

A. Termination

1. This agreement may be terminated at any time by mutual written consent of the parties. DHR/CPT may, at its sole discretion, terminate this agreement, in whole or in part, upon 30 days notice to COUNTY.
2. DHR/CPT may terminate this agreement, in whole or in part, immediately upon notice to COUNTY, or at such later date as DHR/CPT may establish in such notice, upon the occurrence of any of the following events:
 - a. DHR/CPT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for COUNTY's Work; or
 - b. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this contract is prohibited or DHR/CPT is prohibited from paying for such Work from the planned funding source.
 - c. COUNTY commits any material breach or default of any covenant, warranty, obligation or agreement under this agreement, fails to perform the Work under this agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger COUNTY's performance under this agreement in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of DHR/CPT's notice, or such longer period as DHR/CPT may specify in such notice.
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works-in-progress and other property that are or would be deliverables had the agreement been completed.

- B. Indemnity.** COUNTY and DIVISION shall be responsible exclusively with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions.

COUNTY shall perform the services under this Agreement as an independent contractor. COUNTY and DIVISION each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- C. Amendment.** The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.
- D. Written Notice.** All notices regarding this agreement should be sent to:

DHR/CPT Agreement Administrator:

Toni Peterson
Community Partnership Team
Dept. Of Human Resources
500 Summer Street NE / 4nd Floor
Salem, Oregon 97310-1012
Phone #: (503) 945-5732

COUNTY Liaison

Multnomah County
Dept. Of Community and Family Services
421 SW Sixth, 7th Floor
Portland, Oregon 97204
Phone # _____

VI. SIGNATURE

Gary Weeks, Director
Department of Human Resources

Date

APPROVAL as to LEGAL SUFFICIENTCY:

Assistant Attorney General

Date

REVIEWED BY:

DHR/CPT _____

Date

DHR/CPT _____

Date

DHR Contracts Officer _____

Date

MULTNOMAH COUNTY

Federal Tax ID #93 - 6002309

BY Lolenz Poe
Lolenz Poe, Director, Dept. of
Community & Family Services

5/19/99
Date

BY _____
Beverly Stein
Multnomah County Chair

Date

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

By Kati Gatz
Date 5/19/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

THE ANNIE E. CASEY FOUNDATION
Grantee's Interim Progress Report Summary

Grantee: _____ Grant No. _____

Project Title: _____

Starting Date: _____

Reporting Period: _____ through _____

OBJECTIVES:

ACTIVITIES AND RESULTS TO DATE:

PROBLEMS/OBSTACLES:

PLANNED ACTIVITIES FOR NEXT REPORTING PERIOD:

THE ANNIE E. CASEY FOUNDATION
Grantee's Final Progress Report Summary

Grantee: _____ Grant No. _____

Project Title: _____

Starting Date: _____

Reporting Period: _____ through _____

OBJECTIVES:

ACTIVITIES AND FINAL RESULTS:

GENERAL ASSESSMENT:

THE ANNIE E. CASEY FOUNDATION

I. Expenditure Report

Grantee: _____ Grant No. _____

Project Title: _____

() Interim [6 months] () Annual Report

Reporting Period: _____ through _____

Cost Category**	Annual Budget ⁽¹⁾	Expenditures For Period ⁽¹⁾	% Annual Budget Expended to Date
Personnel ⁽²⁾	\$	\$	%
Fringe Benefits			
Travel			
Equipment			
Supplies/Office Expenses			
Subcontract ⁽³⁾			
Consultants ⁽³⁾			
Other Direct Costs:			
Grand Total	\$	\$	%

- ** The Expenditure Report categories should reflect the approved grant budget
 (1) Expenditures and Budget for Casey funds only
 (2) Attach "Detailed Personnel Report"
 (3) Attach addendum stating organization(s), purpose(s), duration and cost(s)/rate(s)

Name of Project Director _____ Signature _____ Date _____

Name of Project Director _____ Signature _____ Date _____

THE ANNIE E. CASEY FOUNDATION

II. Key Personnel Report

Grantee: _____ Grant No. _____

Project Title: _____

Reporting Period: _____ through _____

Name ⁽¹⁾	Title	Total Annual Salary	Fringe Benefits	% Time on Grant ⁽²⁾	Expenditures for Period
		\$	\$	%	\$
Total		\$	\$	%	\$

⁽¹⁾ Key personnel should reflect principals named in grant.
⁽²⁾ If a person is not employed during the entire reporting period, please indicate the dates employed.

Contract #: 9910676

Amendment #: 0

[illegible]



Oregon

John A. Kitzhaber, M.D., Governor

Agreement #83998

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Contracts and Purchasing Units

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Assisting People to Become Independent, Healthy and Safe
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DHR/CPT Agreement Administrator:

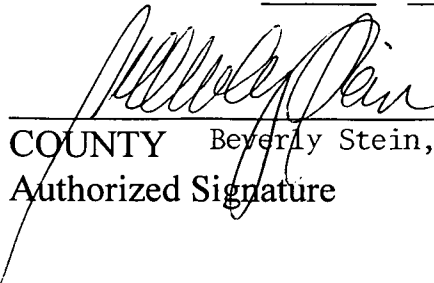
Toni Peterson
Community Partnership Team
Dept. Of Human Resources
500 Summer Street NE / 4nd Floor
Salem, Oregon 97310-1012
Phone #: (503) 945-5732

COUNTY Liaison

Multnomah County
Dept. Of Community and Family Services
421 SW Sixth, 7th Floor
Portland, Oregon 97204
Phone # 248-3691 X26829

VI. SIGNATURES

Federal Tax ID: 93 - 6002309


COUNTY Beverly Stein, Chair
Authorized Signature

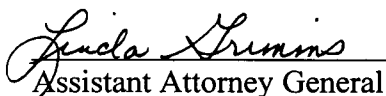
May 27, 1999

Date

Gary Weeks, Director
Department of Human Resources

Date

APPROVED as to LEGAL SUFFICIENCY:


Assistant Attorney General

5-18-99
Date

REVIEWED BY:

DHR/CPT _____

Date

DHR/CPT _____

Date

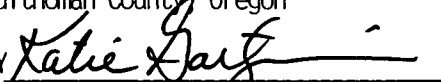
DHR Contracts Officer _____

Date

BY 
Lorenzo Poe, Director, Dept. of
Community & Family Services

5/24/99
Date

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

BY 
Katie Gaetjens,
Assistant County Counsel

K/1workman/cpt/casey/839981IG/MAY99

5/24/99
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-17 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

45

THE ANNIE E. CASEY FOUNDATION
Grantee's Interim Progress Report Summary

Grantee: _____ Grant No. _____

Project Title: _____

Starting Date: _____

Reporting Period: _____ through _____

OBJECTIVES:

ACTIVITIES AND RESULTS TO DATE:

PROBLEMS/OBSTACLES:

PLANNED ACTIVITIES FOR NEXT REPORTING PERIOD:

THE ANNIE E. CASEY FOUNDATION
Grantee's Final Progress Report Summary

Grantee: _____ Grant No. _____

Project Title: _____

Starting Date: _____

Reporting Period: _____ through _____

OBJECTIVES:

ACTIVITIES AND FINAL RESULTS:

GENERAL ASSESSMENT:

THE ANNIE E. CASEY FOUNDATION

I. Expenditure Report

Grantee: _____ Grant No. _____

Project Title: _____

() Interim [6 months]

() Annual Report

Reporting Period: _____ through _____

Cost Category**	Annual Budget ⁽¹⁾	Expenditures For Period ⁽¹⁾	% Annual Budget Expended to Date
Personnel ⁽²⁾	\$	\$	%
Fringe Benefits			
Travel			
Equipment			
Supplies/Office Expenses			
Subcontract ⁽³⁾			
Consultants ⁽³⁾			
Other Direct Costs:			
Grand Total	\$	\$	%

- ** The Expenditure Report categories should reflect the approved grant budget
- (1) Expenditures and Budget for Casey funds only
- (2) Attach "Detailed Personnel Report"
- (3) Attach addendum stating organization(s), purpose(s), duration and cost(s)/rate(s)

Name of Project Director _____ Signature _____ Date _____

Name of Project Director _____ Signature _____ Date _____

THE ANNIE E. CASEY FOUNDATION

II. Key Personnel Report

Grantee: _____ Grant No. _____

Project Title: _____

Reporting Period: _____ through _____

Name ⁽¹⁾	Title	Total Annual Salary	Fringe Benefits	% Time on Grant ⁽²⁾	Expenditures for Period
		\$	\$	%	\$
Total		\$	\$	%	\$

(1) Key personnel should reflect principals named in grant.

(2) If a person is not employed during the entire reporting period, please indicate the dates employed.

MEETING DATE: MAY 27 1999
AGENDA NO: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Honoring Multnomah County's Community Peacemakers: Thousand Crane Student Peace Awards and Health Dept. Violence Prevention Program's Community Peacemaker and Peace Action Zone Awards

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

REGULAR MEETING: DATE REQUESTED: May 27, 1999
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Comm. Kelley DIVISION: non-dept.
CONTACT: Carolyn Marks Bax TELEPHONE #: x22738
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Comm. Kelley, Linda Jaramillo, Carolyn Marks Bax

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Honoring Multnomah County's Community Peacemakers

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharon Kelley
(OR)
DEPARTMENT
MANAGER: _____

CLERK OF
COUNTY COMMISSIONERS
99 MAY 27 11:11:35
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



Signs Of Peace

Special Edition, May 1999, Violence Prevention Program of Multnomah County Health Department

PEACEMAKER 1999 SPECIAL EDITION

PEACEMAKER RECOGNITION AWARDS

Raterra Bowens

works hard to put people up and let them know they are valued, she is an active member of the Peace Action Zone, helps out at the Family Resource Center, and has the ability to make people feel happy.

Geoffrey Brooks

Coordinator of Integration and Peer Mediation at Franklin High School, is a local peacemaker whose contributions to conflict resolution have set a standard for peacemakers throughout Multnomah County. Mr. Brooks is dedicated to the "appropriate" cultural education of ALL students. He is committed to education in the classroom and believes he has learned about the importance of conflict resolution from his many students. His passion is challenging Americans with the truth about race, class and the mis-education of American youth.

Vivian Erickson

is always helping people in her neighborhood. She helps people who are in accidents, initiates neighborhood cleanups, provides excellent day care from her home, and takes careful care of everyone in the neighborhood.

Sharron Kelley

Commissioner K  lley joined the Board of County Commissioners in 1989. Since taking office, Kelley has fused her responsibilities as a commissioner with her passion for the communities, human rights and citizen activism. Commissioner Kelley has been a partner in domestic violence prevention and awareness activities, served as a liaison for the Peace Task Force, sponsored the Thousand Crane Peace Awards, and advocated for extended services for abused children. A long time human rights advocate, Commissioner Kelley is Board liaison to the Metropolitan Human Rights Center and has recently joined the Board of the Oregon Peace Institute. Her approach to issues is guided by Margaret Mead's famous quote, "Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it is the only thing that ever has."

Dwight Ford

has served as a volunteer mentor a Jackson and Ockley Green Middle Schools since 1984, and is currently the Campus Manager for Ockley Green Middle School. A resident of Northeast Portland, Ford has worked most of his adult life teaching youth alternatives to violence. Dwight Ford is a Jefferson High graduate and served on the Portland Police Bureau for 12 years before retiring. Mr. Ford and several other officers formed the first Black Peace Officers Association in Oregon. A man of peace, Ford believes that violent crimes and hate crimes must not be tolerated in our city.

Jeannie LaFrance

works for Bradley-Angle House, a domestic violence shelter, and helped put on a theatrical play entitled, "Hip Chicks," which illustrates the different forms of domestic violence. She has worked with the church youth group with this issues and has participated in the church lenten service on violence prevention.

John McMahan

has been a Vice Principal for Roosevelt High School and has been instrumental in creating a safe learning environment for RHS students. He has opened the school to new community partners and has been willing to be creative and accountable to all of his stakeholders.

Brooks Nelson

helped put on "Hip Chicks," a theatrical play which introduces the different types of domestic violence, she has worked closely with the church youth group around this issue and has participated in the church lenten service on violence prevention.

Crystal Roberts

(see Roosevelt Thousand Crane Awards)

Pastor Lynne Smouse-Lopez

pastor at Ainsworth United Church of Christ, has been instrumental in expanding the church's role in education and acceptance of diverse populations in the faith community. She is one of many pastors affiliated with the Albina Ministerial Alliance, "We're Here We Care," serves on the board of Ecumenical Ministries of Oregon, participates on the Cease Fire Oregon Steering Committee and is a member of Oregonians Against Gun Violence.

Melvin Spencer

helps the Family Resource Center and other service providers by doing good deeds, and is an active member of the Peace Action Zone.

Tamara Spencer

deserves this award because of her strength as a youth leader and her sincere involvement in the community.

Reverend Jack Takayanagi

served as interim pastor for Ainsworth United church prior to Pastor Lynne, and has since become a member of the church. He is Chair of the Older Adult Ministries Committee at UCC, and as the chair has brought an awareness of and education about issues around elder abuse.

Philip Thompson

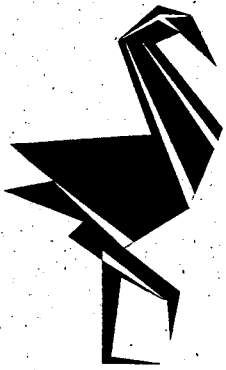
is an integral part of Roosevelt. He is able to deescalate students in crisis, and has committed time and energy beyond expectation to help students recognize their gifts and their abilities as peacemakers.

**Julie Wheeler**

read about a gun turn-in program in Boston, Massachusetts. Inspired, Julie created a similar local program in 1994 called Ceasefire Oregon. Today, Ceasefire Oregon, under her ever watchful eye, has collected and destroyed 3,656 guns and initiated several gun violence education programs. Ceasefire Oregon is the only continuing annual gun turn-in program in the country. Julie serves as Vice President of Ceasefire Oregon and continues her quest for a community free of gun violence.

Tuck Wilson

has worked diligently for the past decade to inform and energize Oregonians to overcome the inadequate gun legislation in the state. In 1998 he organized the first gun violence summit to be held in Oregon, raising awareness and interest in the issue of gun violence. Tuck was the author of SB 1300 and omnibus bill addressing the gun statutes of Oregon, and he organized and raised funds for the Coalition for Safe Streets, Schools and Homes to pass responsible legislation including safe storage and background checks at gun shows. The coalition was successful in getting gun-control bills hearings for the first time in 10 years. Through his work in the Oregon State legislature, Tuck Wilson is making an award-worthy contribution toward creating peace throughout the state.



1999 Thousand Crane Peace Award Recipients

In the past five years, over 500 students have received the Thousand Crane Peace Award in honor of their efforts at school and in the community. Each of these students has demonstrated an on-going commitment to the peace and well-being of their classmates and community.

This year's 58 student peacemakers and the hundreds before them have a positive impact on more lives than they can count and, in turn, each of these student peacemakers can experience the energy and fulfillment that comes from helping others and giving back to the community,

Multnomah County Commissioner Kelley and the Peace Task Force recognize the following students, listed by school of attendance, as model peacemakers:

Sam Barlow High School

Rebecca Cole is a committed activist on issues of diversity, harrassment, and gender equity. She also trains volunteers to work at the Bradley-Angel House which offers shelter and services for abused women and their children.

Franklin High School

The following students are the leaders of Franklin Peer Mediators. Many of them have extensive mediation experience and some have been involved in trainings at Franklin and other local schools. This April, Resolutions Northwest/Youth and Family Program recognized Franklin's Conflict/Peer Mediators with their annual award. Several mediators do mediation for Resolutions Northwest. In February, Andrea Poole and Adrienne Armstrong attended an international peace

conference and seniors Yvonne Sharkey and Leisa Hall will be among Franklin's representatives at the National Peace and Conflict Resolution Conference this spring.

Adrienne Armstrong
Jonah Barbur
Leisa Hall
Sandee Harris
Michelle Kline
Esther LaPointe
Amanda Lind
Erin Mathias
Angela Meyer
Jenny Moore
Sabrina Newell
Kylee Nolf
Alicia Norsworthy
Andrea Poole
Catherine Russell
Yvonne Sharkey
Tera Tappert
Audree Waterhouse
Candace Watson

Jefferson High School

These peer mediators play an important role in making their school a safe environment where students are encouraged and nurtured to achieve to the best of their ability. They learned about alternatives to violence at a two-day workshop on conflict resolution/mediation at SEI and have been able to influence their peers in a very positive way.

Kristin Abah

Ahquoya Brooks
Brandyn Brooks
Neil Brown
Timothy Burks
Dale Casey
Catrece Craig
Phu Dao
Evangelina Darlington
Sherani Fraxier
Stephanie Harvey
Junius Hicks
Dylan Hollingsworth



**1999
Thousand
Crane
Peace Award
Recipients**

(Jefferson High School Continued)

**Taywania Jones
Ebony Lamberth
John Lee
Eugene Lepage
Latina Lewis
Sabrina Manahu
Berangere Martino
Brandy Offord
Majorie Paul
Tacarra Russell
Keri Scofield
Kaleb Sims
Ameliaja Stephenson
Sadiki Stone
Senait Tesfu
Olan Williams**

Marshall High School

Annalisa Perez is a leader and school representative in the community. She mentors at-risk 8th graders, serves on the Madison Multicultural Council, and serves meals to the homeless at St. Francis Dining Hall. Anna is active in the Multnomah County Youth Advisory Board, the Latin American/Asian-Pacific Youth Program, and a variety of other community services.

Parkrose High School

Kimberly Smart, a senior, has been speaking out against gangs since she witnessed a gang-related murder when she was 16. As a student leader in Parkrose Alternative Center for Education, Kim helps resolve conflicts and promotes respect for all students. Kim has chosen to make major changes in her own life and she is an effective role model that others turn to for guidance.

Reynolds High School

Leigh Dethman is the student leader for the RHS Peer Mediation Program. She is an excellent role model -- demonstrating a positive attitude, respect and concern for all and the courage to strive harder to help those in need.

Roosevelt High School

Megan Guyer brings the voice of youth to the community and advocates for youth rights. She leads discussions with school leaders and students around discipline and school rules, volunteers as a mentor, and participates in the North Portland Caring Community.

Crystal Roberts promotes peace by keeping her actions in line with her beliefs, being a good communicator, and by helping others make good choices. She participates in Students Today Aren't Ready for Sex, facilitates a school bible group, volunteers as a mentor, is a member of Superintendent Canada's SuperSAC, and participates in the North Portland Caring Community. She is also receiving a Roosevelt Peace Action Zone Award.

Roosevelt's nine senior conflict managers mediate disputes among students and faculty. These experienced mediators work with disputants and also train new conflict managers. They prioritize resolving issues of discrimination, harassment, gossip and threats. Their efforts contribute to a more peaceable, solution-oriented atmosphere at Roosevelt.

**Chris Allmon
Stephanie Evans
Jim Grice
Rachel Lower
Teonna Mayfield
Terri McClure
Tiffany Peirce
Marie St. Felix
Chasity Serocki**

CONGRATULATIONS TO ALL!



Signs of Peace is a publication of the Violence Prevention Program of Multnomah County Health Department. For more information about *Signs of Peace*, or the Violence Prevention Program, please contact Amanda Byron at 503/248-3056, ext 22844, or amanda.j.byron@multnomah.or.us; or visit our website: <http://www.multnomah.lib.or.us/health/opd/violprev>.

MULTNOMAH COUNTY HEALTH DEPARTMENT

VIOLENCE PREVENTION

COMMUNITY RESOURCE DIRECTORY



1999

A publication of

**Multnomah County Health Department
Violence Prevention Program**

426 SW Stark Street, 2nd Floor
Portland, Oregon 97204

Linda Jaramillo, 248-3056, extension 22815
Amanda Byron, 248-3056, extension 22844

<http://www.mutlnomah.lib.or.us/health/opd/violprev/manual/index.html>

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THE PUBLIC HEALTH APPROACH TO VIOLENCE PREVENTION

Violence is a serious public health concern, impacting our families and communities as a growing epidemic. For certain population groups violence is a leading cause of death and disability. Violence is one of the largest causes of significant physical injury and emotional distress in the United States, interfering with the essential functions of a community: raising and educating children, conducting business and promoting the health, well-being and quality of life for all residents.

Recognizing violence as a public health/community health problem is a first step towards providing our communities with effective tools and approaches to understand and address violence and its contributing factors. Public health tools and approaches have eliminated smallpox, decreased the prevalence of smoking, and reduced automobile crash injuries and fatalities. Violence is a complex and difficult issue but, like other public health problems, it is amenable to prevention and intervention.

The public health approach starts with thoughtful inquiry, designed to help the community understand the magnitude, nature and impact of the health problem at hand. From this understanding, appropriate prevention and intervention activities can be designed, implemented, and evaluated for their effectiveness. In an effort to be truly effective, the public health approach embraces the wisdom gained from diverse perspectives and methods. This approach provides all segments of the community -- residents, families, businesses, service providers, government offices and local leaders -- with the necessary knowledge and tools to address a community problem in a comprehensive fashion.

To truly understand violence, it is critical to understand both the scientific data and the perspectives of the diverse communities that make up Multnomah County. Each community receives information through a variety of sources and reaches its own conclusions about violence. Reports in the news media, stories passed from person to person, and personal experiences all inform and shape community perceptions. Misconceptions about violence can increase fear, creating reactions that are counterproductive to effective problem-solving, and often resulting in the well-intentioned but misguided use of limited resources.

This resource manual is offered as a guide to assist communities in accessing, developing and implementing violence prevention activities and programs. A description of programs, contact people and evaluation results, where available, are outlined. There is a scarcity of scientifically evaluated programs, making it difficult to firmly establish program effectiveness, but the programs listed in this directory were selected because of their positive reputations within their communities.

This manual provides information on current violence prevention efforts in Multnomah County. Please consider this a working document that will change as promising local practices are created, implemented and evaluated. Additional information, including detailed bibliographies, can be requested from the Violence Prevention Program of Multnomah County Health Department.

COMMUNITY VIOLENCE

Violence threatens the health of our communities, causing physical injury and emotional distress to individuals and families, and disrupting the fabric of community life. In order to address the issue of community violence effectively, it is critical to honor the integrity of existing communities and to collaboratively build upon the foundations that already exist.

The public health approach includes the concepts of effective community organizing. Communities working together can seek to understand the magnitude, nature and implications violence. Through this understanding they can design and implement appropriate and measurable prevention and intervention activities. This approach necessarily accommodates the diverse segments and perspectives of the community, and actively embraces the wisdom and experience of community members.

The communities of Multnomah County define themselves in a variety of ways, such as neighborhoods, schools, gender or generational support systems, racial and ethnic communities, and groups bound together by employment or religious affiliations. These communities are aware of the nature and extent of the violence they see. They also understand their community's characteristics, culture, and values. This knowledge enables communities to develop practical, appropriate, and effective responses to the problem of violence; it also invites the cooperation and creation of community networks that are critical to the success of a community-based response to violence.

In a 1994 survey conducted by Multnomah County and the City of Portland, five thousand people throughout Multnomah County were asked if they felt safe in their neighborhood, in the park closest to their home, and when walking downtown. While the majority expressed relative comfort walking in daylight, they did not feel safe walking at night. Furthermore, the majority that did feel safe walking during daylight was under 60% in some of the other categories. What this means is that a significant portion of our local population is afraid. Finding such a significant amount of fear in our county indicates that violence is indeed a pervasive problem, and that the time has come to work together toward lasting change.

In addition to the services and programs listed in this section, opportunities exist for community groups to initiate local action to prevent violence. Several self-defined community groups in Multnomah County have become "Peace Action Zones" (PAZ), identifying the issues of violence specific to their community, crafting a plan to address those issues, and committing to the implementation of their plan with the guidance and cooperation of local leaders. The Violence Prevention Program of Multnomah County Health Department has prioritized support and encouragement for the creation and success of the PAZ Coalition .

The resources listed in this section are as diverse as the communities which form Multnomah County. Included are mediation programs, innovative law enforcement practices, youth and family programs, programs which address firearm safety, self-defense instruction, and a listing of community violence prevention coalitions and associations.

RECOMMENDED STEPS FOR COMMUNITY ACTION

Define your community...

- WHO makes up your community?
 - Neighborhood?
 - Faith Community?
 - Workplace?
 - Parent Association?
- WHAT are issues that draw you together?
 - Neighborhood safety?
 - Children the same age?
 - Common interests?
- HOW do you come together?
 - Regular meetings?
 - Day to day contact?
 - Occasional gatherings?
 - To address specific crises?

Assess Community Conditions...

- Gather information from the community:
 - Health Department,
 - Talk to your neighbors,
 - Neighborhood associations,
 - Community policing.
- Contact community leaders:
 - Respected community members,
 - Local government officials,
 - Leaders from the faith community.
 - Community based organizations.

Determine Community Resources...

- Evaluate strengths/skills of community members (everyone has something to offer):
 - Retired individuals with time and experience to offer,
 - Experienced community organizers and leaders,
 - People connected to community needs and services through their work.
- Learn from similar projects in other areas:
 - Find newspaper articles about projects in other places,
 - Magazine articles on similar topics,
 - Search Internet under related subject headings.
- Gather information about local practices:
 - Multnomah County Violence Prevention Resource Directory,
 - Listings from local neighborhood associations,
 - Word of mouth, talking to friends and acquaintances.

Plan Action...

- Work with community members and leaders to create a set of strategies to respond to the unique needs of the community:
 - How can you have a positive effect on the issues that have been identified?
 - What strategies will help carry your community from it's current situation to your stated goal.
- Get community consensus on the goals, activities and methods of the program:
 - Do you all agree on your goals, activities and methods?
 - Do you all agree on the path toward the goals, activities and methods?
 - Do you all agree on the methods to reach your goals, activities and methods?

Implement Plan...

- Involve the community in implementing the plan:
 - Make sure that all community members are invited to participate in the different phases of the plan, sharing their varied strengths,
 - Utilize helpful resources, such as the health department's violence prevention program, for support,
 - Keep the invitation open for new people who might become interested.
- Maintain channels of communication throughout implementation, responding to needs for modification and change:
 - Throughout implementation ask yourselves and the community if the plan is working,
 - If it is not working, find out why,
 - Once you know why it isn't working, change your plan to solve the problem.

Evaluate Plan...

- Have a clear, comprehensive understanding of the overall goals of the plan, ie:
 - If neighborhood crime is your concern,
 - Are you trying to measure neighborhood crime?
 - Are you trying to reduce neighborhood crime?
 - Are you trying to eliminate neighborhood crime?
 - What kinds of neighborhood crime will you focus on?
 - Drug sales?
 - Graffiti?
 - Assault?
- Gather accurate baseline data prior to the start of the plan:
 - Have any local studies been conducted already?
 - Check with the health department's violence prevention program, neighborhood associations and/or local police for reports and statistics.
- Collect consistent data during the course of the plan, report outcomes on a regular basis:
 - Make sure that you have a system in place for recording data in a uniform manner.
 - Set a time line for reporting, maybe every month, every quarter, so that you can check the effectiveness of your data, and the progress toward your goal.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Community Violence

PROGRAM: Alternatives to Violence

CONTACT: Jim Williams
Alternatives to Violence
P.O. Box 636
Portland, Oregon 97207
503/246-7345

PROGRAM DESCRIPTION:

Community curriculum that teaches effective communication and cooperation skills and conflict resolution. Has been used in schools, with community groups, and in the prison system.

PROGRAM: Ceasefire Oregon

CONTACT: Jean Morton
Ceasefire Oregon
1327 SW Barnes Road, #221
Portland, Oregon 97225
503/297-4672

PROGRAM DESCRIPTION:

Ceasefire Oregon seeks to improve the health and safety of the community by reducing gun violence. We will enable the voluntary surrender of firearms, and initiate and promote educational programs about gun violence, injury prevention and safety.

PROGRAM: Center for Conflict Studies

CONTACT: Mary Zinkin
Center for Conflict Studies
P.O. Box 1176
Portland, Oregon 97207
503/236-3149

PROGRAM DESCRIPTION:

Mediation usually done by an individual; occasionally co-mediator is involved. Individual, couple, group, and organizational mediation. Community trainings and workshops in conflict management, negotiation and mediation. Advanced mediation courses, emphasizing working with emotions and mindfulness. Addresses issues of family, workplace, training and community/public policy and education. Sliding scale fee structure: \$100-\$125/hour. \$1000-\$1250 daily rate for workshops and

trainings.

PROGRAM: Communication Works

CONTACT: Lisa M. Burk
Communication Works
204 NE Wygant
Portland, Oregon 97211
503/281-8001 (Phone)
503/335-8576 (Fax)
comworks@net.com (Email)

PROGRAM DESCRIPTION:

Single or co-mediation using a wide variety of mediation techniques. Comprehensive training and consultation services for public and private non-profit agencies/business in conflict resolution, mediation, strategic planning and intercultural communication. Practice emphasis on resolving cultural conflicts in the workplace. Issues include commercial/business, community/public policy, education, housing, labor, workplace, complex multi-party disputes involving public and private agencies, and cultural diversity issues. Mediation cost is \$75-\$100/hour, free initial consultation, non-profit/public agency, daily charge \$750, profit entity daily charge \$1000.

PROGRAM: Community Policing

CONTACT: Portland Police Department
1111 SW 2nd
Portland, Oregon 97204
503/823-0283

PROGRAM DESCRIPTION:

Law enforcement program which encourages community participation, increasing the sense of neighborhood -- and its livability -- and promoting a safer environment for all.

PROGRAM: Confluence Center for Mediation and Training

CONTACT: Mary Forst, J.D.
Confluence Center for Mediation and Training
342 Union Station
800 NW 6th
Portland, Oregon 97209
503/243-2290 (Phone)
503/243-2814 (Fax)

PROGRAM DESCRIPTION:

Training courses for the public and consultation to organizations in creating and implementing

internal dispute resolution systems. Corporation includes one lead trainer, 12 trained and experienced professional role-play coaches and associate trainers. Training courses for the public and for organizations include basic mediation skills, advanced mediation, workplace, cross cultural, ethics for mediators, facilitation, negotiation, problem solving, and conflict resolution. Consultation to organize internal dispute resolution systems. Fees of \$100-\$135/hour.

PROGRAM: East Metro Mediation

CONTACT: Andy Wiselogle / DeEtte Beghtol
East Metro Mediation
1333 NW Eastman Parkway
Gresham, Oregon 97030
503/618-2684

PROGRAM DESCRIPTION:

Provides mediation services to neighborhoods, serving Fairview, Gresham, Troutdale, Wood Village and East Multnomah County. Neighborhood mediation encourages neighbors to better understand their respective interests. Mediation services are conducted by trained people from the community, and are free of charge to people who live or work in the East Metro area.

PROGRAM: Eastwind Family Center

CONTACT: Cindy Overman, Mediation Coordinator
Patti Swanson, Acting Director
Eastwind Family Center
135 NW First
Gresham, Oregon 97030
503/492-3692 (General)
503/665-5992 (Cindy Overman)

PROGRAM DESCRIPTION:

Family Service Center serving East Multnomah County from 162nd Street east. Mediation services are provided to teens and families who are either self-referred or are referred by the Juvenile Justice Center. Mediations are scheduled at the convenience of the parties. Mediation services are provided by trained and experienced volunteers. Co-mediation and solo mediation are available. Continuing education opportunities are offered to mediators. No fees are charged.

PROGRAM: Family Mediation Center

CONTACT: Lois Gold, M.S.W.
Family Mediation Center
1020 SW Taylor, Suite 650
Portland, Oregon 97205
503/248-9740

PROGRAM DESCRIPTION:

Family Mediation Center was established in 1979 as a non-profit organization, but now operates as a full time private practice. Mediation available for family, divorce, workplace, partnership, small business and family business disputes, education. Private consultation and training in mediation and conflict resolution. Individual, marital therapy, family therapy and divorce consultations are provided in addition to mediation services. Fees are \$100 per hour for mediation, training and consultation as quoted.

PROGRAM: Fighting Chance

CONTACT: Caitlin Seigal, Program Director
Fighting Chance - Community Advocates
5315 N. Vancouver Avenue
Portland, Oregon 97217
503/280-1388 (Phone)
503/280-1392 (Fax)
commadvo@teleport.com (Email)

PROGRAM DESCRIPTION:

Self-defense workshop for women and teens.

PROGRAM: Full Circle Consulting

CONTACT: Judith Mowry
Anne Rutherford
Full Circle Consulting
4032 SE Belmont
Portland, Oregon 97214
503/232-2102

PROGRAM DESCRIPTION:

Community building, Planning Alternative Tomorrows with Hope (PATH), council, mediation training, Magrill Action Planning system (MAPS), conflict resolution. Issues include effective meeting strategies, long-range planning, community building, workplace mediation, issue clarification, problem solving and decision making.

PROGRAM: Gang Peace / Camp Fire Boys and Girls

CONTACT: David Jackson / Matthew Nelson
Portland Area Council of Camp Fire
619 SW 11th Avenue, Suite 200
Portland, Oregon 97205-2694

503/224-7800 (Phone)
503/223-3916 (Fax)

PROGRAM DESCRIPTION:

A four-week program which follows eight themes: self-awareness, gangs, peer pressure, drugs and alcohol, family values, teen violence, racism, and leadership. The program focuses on positive peer relationships and leadership development as gang prevention strategies.

PROGRAM: Multnomah County Family Court Services

CONTACT: Hugh McIsaac, Director
Multnomah County Family Court Services
1021 SW 4th Avenue, Room 350
Portland, Oregon 97204-1184
503/248-3189 Ext. 83189 (Phone)

PROGRAM DESCRIPTION:

Mediation of child custody and visitation disputes, evaluation of child custody and/or visitation, family and marriage counseling. Person can set up appointment or petition for mediation (if another party will not agree to come). Solo, confidential mediation, with caucusing and consultation with families. Required to report any reasonable suspicion of child abuse. All staff are trained social workers and have extensive experience mediation child custody disputes. Residents of Multnomah County and/or people whose dissolution took place in Multnomah County, qualify for services. There is no cost for the mediation service. The cost of evaluation is a \$150 case opening fee.

PROGRAM: Neighborhood Mediation Center

CONTACT: Thomas Lannom
Neighborhood Mediation Center
4815 NE 7th Avenue
Portland, Oregon 97211
503/823-3152 (Phone)
503/823-3171 (Fax)

PROGRAM DESCRIPTION:

Sponsored by the City of Portland, the Neighborhood Mediation Center was established in 1978 to help neighbors and organizations resolve civil and minor criminal disputes at the community level. Mediation issues include neighborhood, interpersonal, landlord-tenant, small claims, juvenile, and group and organization services. Services are provided to residents of the city of Portland, and those residing in designated annexed areas of Multnomah County. Residents may access the NMC services by calling or visiting the center during office hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Language interpreters can be provided upon request. In addition to staff, volunteers donate a minimum of 3 hours per week doing case development, co-mediation and facilitation. There is no charge for services.

PROGRAM: Office of Neighborhood Crime Prevention Program

CONTACT: Sharron McCormick
Office of Neighborhood Crime Prevention Program
1220 SW 5th, Room 204
Portland, Oregon 97201
503/823-3048

PROGRAM DESCRIPTION:

Contracts with neighborhood coalitions throughout the city, working with area crime prevention specialists. Provides information and referral. Also coordinates operation "refocus" with police, a program designed to curb violence during the summer months through curfew enforcement, public education, information and referral.

PROGRAM: Resolutions Northwest

CONTACT: Betsy Coddington, Executive Director
Vicki L. Biggs, VOM Program Director
Marguerite Aichele-Smith, Family Program Director
Resolutions Northwest
1401 NE 68th Avenue
Portland, Oregon 97213
503/306-5609 (General)
503/306-5607 (Betsy Coddington)
503/736-6927 (Marguerite Aichele-Smith)
503/736-6050 (Fax)

PROGRAM DESCRIPTION:

Criminal and youth & family mediation services and school mediation training for students and faculty. Basic and continuing mediation training. Referrals taken from courts, schools, family centers, and self-referrals and screened by case managers. Solo and co-mediation are offered. Face to face mediation is encouraged. All mediators have at least met ODRC training guidelines and have been trained in juvenile justice orientation. New mediators apprentice with experienced mediators and are monitored and evaluated throughout their apprenticeship. Most cases are referred.

PROGRAM: Sensible Solutions Divorce and Family Mediation Services

CONTACT: Deborah Mandell, L.C.S.W., SSDFMS
8835 SW Canyon Lane
Suite 235
Portland, Oregon 97225
503/282-1342
2303 E. Burnside
Portland, Oregon 97214

PROGRAM DESCRIPTION:

Solo and co-mediation services, in partnership with Miriam Rosenthal, offered with individual caucuses as appropriate. Issues include divorce (parenting plans, support issues, property division), family, post-divorce issues, step-parenting, domestic partnerships, parent-child conflict, inheritance and money management. Training available in family and divorce mediation and in the effects on divorce on children. Fees are \$120 per hour.

PROGRAM: System of Values

CONTACT: Marshall Haskins
Self Enhancement, Inc.
3920 N. Kerby
Portland, Oregon 97227
503/249-1721 (Phone)
503/249-1955 (Fax)

PROGRAM DESCRIPTION:

Students are provided with adult mentors and programs that include conflict resolution and social skills, peer education in violence prevention, recreational opportunities and academic tutoring. Students spend at least an hour each month with their mentor. Services are provided about 13 hours per week during the school year and about 25 hours per week during the summer.

EVALUATION:

This program is currently undergoing a scientific longitudinal evaluation funded by the Center for Injury Control and Prevention at the Centers for Disease Control and Prevention.

**PROGRAM: Talking with T.J.
Boys and Girls Club**

CONTACT: Blazers Club
5250 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97211
503/282-8480

Lents Club
9330 SE Harold
Portland, Oregon 97266
503/775-1549

Meyer Memorial Boys and Girls Club
7119 SE Milwaukie
Portland, Oregon 97202
503/238-6868

Hillsboro Boys and Girls Club
560 SE 3rd Street
Hillsboro, Oregon 97123
503/640-4558

Administrative Office
William C. Fry
503/232-0077

PROGRAM DESCRIPTION:

National program teaching conflict resolution to kids between the ages of 6 and 9. Program last 6 weeks, with 6 hour-long segments. Each segment includes a video and group activities.

PROGRAM: Youth Investment System

CONTACT: Jenny Crawford, Youth Investment Coordinator
Youth Services Consortium
4839 NE Martin Luther King Jr. Blvd., Suite 8
Portland, Oregon 97211
503/281-6151 Ext. 26 (Phone)
503/281-6735 (Fax)
tcysc@teleport.com (Email)

PROGRAM DESCRIPTION:

The goals of the Youth Investment Program are to keep youth out of Juvenile Justice or child welfare systems, assist in fostering a stable housing situation for the youth or family, and keep youth in school, pursuing a GED, or in a positive work situation. These goals are achieved through coordination of case management, outreach/prevention, support groups, housing, counseling/mediation and other support.

PROGRAM: Youth Services Consortium

CONTACT: Youth Services Consortium
4839 NE Martin Luther King Jr. Blvd., Suite 8
Portland, Oregon 97211
503/281-6151 Ext. 11 (Phone)
503/281-6753 (Fax)
tcysc@teleport.com (Email)

PROGRAM DESCRIPTION:

The Youth Services Consortium is a membership organization of public and private agencies that serve children, youth and families in Washington, Clackamas and Multnomah Counties. The purposes of the Youth Services Consortium are:

1. To advocate for and affect youth policy.
2. To facilitate service integration by promoting collaboration, cooperation and communication among providers.
3. To facilitate coordinated planning and service delivery for youth.
4. To foster information sharing among youth serving agencies.
5. To secure resources for youth services.
6. To offer training and technical assistance to member agency staff.
7. To provide opportunity for the professional association of member agency staff.

8. To promote accountability and evaluation of youth services.

All of the staff at the Consortium have unique combinations of experience and skills and are available to provide technical assistance. The staff has years of experience and knowledge of youth services.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Violence Prevention Associations and Coalitions

Ceasefire Oregon

Jean Morton
1327 SW Barnes Road, #221
Portland, Oregon 97225
503/297-4672

PROGRAM DESCRIPTION:

Ceasefire Oregon seeks to improve the health and safety of the community by reducing gun violence. We will enable the voluntary surrender of firearms, and initiate and promote educational programs about gun violence, injury prevention and safety.

East County Domestic Violence Roundtable

Barbara Ballou
Gresham Police Department
1333 NW Eastman Parkway
Gresham, Oregon 97030
503/618-2394

Service organizations and law enforcement providing education on the issue of Domestic Violence in East Multnomah County. Safehaven campaign encourages local businesses to provide a safe haven for a battered individual to make a phone call; presentations at health classes, teaching eighth graders how to avoid violent relationships; workshops on workplace violence. Starting a support group for victims (probably February or March 1999).

Family Violence Intervention Steering Committee

Chiquita Rollins, Domestic Violence Coordinator
Department of Community and Family Services
421 SW 6th Avenue, Suite 700
Portland, Oregon 97204
503/248-3010 Ext. 27806 (Phone)
503/248-3710 (Fax)
Chiquita.M.Rollins@co.multnomah.or.us (Email)
<http://www.multnomah.lib.or.us/defs/dv/index.html> (Web site)

The Family Violence Intervention Steering Committee is an interagency forum for developing, implementing and assessing a coordinated community response to domestic violence. Members of the Steering Committee represent victim advocacy organizations, the police, the courts, social services, and other community partners. Ongoing projects include improving the civil court system's response to domestic violence victims, educating the public about domestic violence and

its effects, and ongoing training for member agencies and others involved in domestic violence intervention.

Metropolitan Human Rights Center

1220 SW 5th Avenue, Room 516
Portland, Oregon 97204
503/823-5136 (Phone)
503/823-0119 (Fax)

Provides education and community problem solving on human rights issues.

Northwest Coalition Against Malicious Harassment

P.O. Box 16776
Seattle, Washington 98116
(206) 233-9136

Umbrella organization that encompasses a mosaic of over 250 member organizations, groups and individuals from Washington, Oregon, Colorado, Montana, Idaho and Wyoming.

Oregon Coalition Against Domestic and Sexual Violence

520 NW Davis
Portland, Oregon 97209
503/223-7411 (Phone)
503/223-7490 (Fax)

Coalition of domestic violence crisis and service providers, working to affect policy and change.

Oregon Council of Crime and Delinquency

7340 SW Nevada Terrace
Portland, Oregon
503/245-3715

Citizen based group that provides public information, research and consultation to crime prevention agencies.

Oregonians Against Gun Violence

P.O. Box 82966
Portland, Oregon 97282-0988
503/233-1224
503/233-2665

A statewide citizen action organization dedicated to promoting common sense firearm regulation in

Oregon and Congress.

Peace Task Force

Carolyn Marks Bax
1120 SW 5th, Room 1500
Portland, Oregon 97204
503/248-5213 Ext. 22738

A group of citizens honoring individuals who model violence prevention for their communities and for the world at large.

SPIRIT

Sisters in Portland Impacting Real Issues Together
1732 NE Alberta
Portland, Oregon 97211
503/281-3613

A multi-issue membership organization dedicated to building power with low-income communities and communities of color in Portland.

CHILD ABUSE

Public concern for the welfare of children began to escalate at the same time that the rights of all disadvantaged citizens in the United States were beginning to be acknowledged. In 1962, the government saw a need for the expansion of its role in the welfare of children. Public awareness and involvement in issues of child abuse have steadily increased along with the number of identified victims. With the implementation of mandatory reporting laws, providers of services to children have become even more acutely aware of the prevalence and seriousness of the problem.

Definitions of child abuse have changed significantly over the past 20 years to include the areas of neglect and denial of necessary care. This widening of the definition has forced the child welfare system to respond to the increased numbers of reports. Child welfare statutes and agency practice vary from state to state, but the available financial and human resources have not kept pace with the growing need across the country. These changes have made it necessary to prioritize the most serious cases for services.

Current legal definitions of child abuse recognizes physical/emotional assault, neglect, sexual victimization, denying access to medical care, and subjecting a child to circumstances which carry a substantial risk of harming the child's health or welfare. The results of abuse can be extreme physical disability, chronic emotional trauma, and death. In addition, abused children have been demonstrated to be at increased risk for becoming perpetrators of violence later in life.

Oregon's Child Abuse Reporting Law requires people who have frequent contact with children to report any suspicion of child abuse or knowledge of a person who has abused a child to the appropriate authorities. This law was written to require reporting only in the course of the reporter's official capacity but, in order to further protect children, a 1993 change expanded the responsibility of mandatory reporters. The law now applies to any contact a mandatory reporter has with such a child or suspected perpetrator, regardless of the circumstances or setting.

Parents are the most common perpetrators of child abuse. The Oregon State Office of Services to Children and Families reports that "families whose children are abused and neglected often have significant problems which may affect their ability to keep their children safe." Stressors that more frequently lead to child abuse include single and/or teenage parenthood, substance abuse, unemployment/poverty, inadequate housing, poor education, and involvement with law enforcement. Research studies also make a clear association between child abuse and domestic violence.

Prevention strategies that support the health care, child care, mental health and economic needs of families hold promise for reducing the prevalence of child abuse and family violence as a whole. Law recognizes the following types of child abuse:

Physical injury

- Bruises, welts, burns, cuts, broken bones, sprains, bites, etc., which are deliberately inflicted.
- Injuries may:
 - Be in the shape of the article used (electric cord, belt buckle, etc.)
 - Not match the children's description of how they occurred (fracture from falling off sofa, etc.)
- Neglect
 - Failure to provide food, shelter, medicine, etc. to such a degree that child's health and safety are endangered.
 - Children often:
 - Don't want to leave school.
 - Are constantly tired.
 - Are left alone with no supervision.
 - Have unmet physical, emotional, or medical needs.
- Sexual abuse and sexual exploitation
 - Any sexual contact in which a child is used to sexually stimulate another person is illegal. This may be anything from rape to fondling to involving a child in pornography.
 - Children often have:
 - Difficulty walking or sitting; pain or itching in the genital area; torn, stained, or bloody underclothing.
 - Poor peer relationships; fantasy or infantile behavior; fear of being left with someone.
 - Inappropriate interest in, knowledge of, or acting out of sexual matters.
 - Any of the behavioral problems listed under "Mental Injury."
- Threat of Harm
 - Any action, statement, written, or nonverbal message which is serious enough to make a child believe he/she is in danger of being abused.
 - Circumstances which expose children to acts of domestic violence. Violence in the home threatens a child's emotional state as well as physical well being.
 - Children may exhibit any of the behaviors listed on this page.
- Mental Injury
 - A continuing pattern of rejecting, terrorizing, ignoring, isolating, or corrupting a child, resulting in serious damage to the child.
 - Children often:
 - Have speech or sleep disorders.
 - Fail to grow normally.
 - Are very aggressive or withdrawn.
 - Show an abnormal need for emotional support.

CHILD ABUSE MANDATORY REPORTING

Who is Required to Report

- Employees of County Health Departments
- Employees of Developmental Disabilities Programs
- Employees of Drug and Alcohol Treatment Programs
- Employees of community Mental Health Programs
- Employees of Community Mental Health Departments
- Emergency Medical Technicians
- Licensed Clinical Social Workers
- Licensed Marriage or Family Therapist
- Licensed Practical Nurses
- Physicians
- Medical Residents
- Interns
- Chiropractors
- Naturopathic Physicians
- Optometrists
- Psychologists

The Legal Definition of Child Abuse

- Non-accidental physical injury
- Mental injury that results in observable and substantial impairment of a child's mental or psychological functioning (giving due regard for the child's culture)
- Sexual abuse
- Sexual exploitation
- Negligent treatment or maltreatment, including failure to provide adequate food, shelter, clothing, and medical care (the law exempts from abuse voluntary treatment by spiritual means in accordance with the tenets of a recognized religion by a duly accredited practitioner of that religion)
- Threatening harm (putting the child's health or welfare at substantial risk of harm)

Who is a "Child"?

A "child" is an unmarried person under the age of eighteen.

The Duty

When someone has reasonable cause to believe that a child, with whom he/she has come into contact in an official capacity, has been abused, they must file a report. When someone has reasonable cause to believe that an adult, with whom the official has come into contact in an official capacity, has abused a child, they must file a report.

Confidentiality of Reports

These reports are not public documents; however, these records can be subpoenaed.

Legal Liability

When a report is made in good faith, the reporter is immune from both civil and criminal liability. When a mandated reporter fails to report or cause a report to be made, that mandated reporter can be sued from monetary damages.

All Oregon citizens are encouraged to report suspected cases of child abuse to Services to Children and Families (SCF) or to law enforcement. Reporting should be considered a request for an assessment of a suspected incident of abuse or neglect. A report is not an already established fact, but rather the request for assessment into the condition of a child. It is the beginning of a helping process for children and families.

**If you suspect that a child has been abused or neglected,
call the SCF Hotline at 731-3100 or law enforcement**

Information to Report

When making a report to SCF, include as much information as you can about the situation and those involved:

- Name, age and address of the child and his/her parents or other persons responsible for the child's care.
- The nature and extent of abuse, including any evidence of previous abuse and any explanations given by caretakers for injuries.
- Any information that you believe might be helpful in establishing the cause of the abuse and for identifying the abuser.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Child Abuse

PROGRAM: ADAPT

CONTACT: Judy Brandel
Multnomah County Health Department
3653 SE 34th Street
Portland, Oregon 97206
503/248-3520 Ext. 24310

PROGRAM DESCRIPTION:

A program for pregnant women who are actively abusing alcohol and/or drugs, and who are in the criminal justice system. This program is a collaborative program involving a nurse, case manager, community corrections, Parole Officers and substance abuse treatment. The program consists of classes, counseling, support groups and prenatal education.

PROGRAM: CARES Northwest

CONTACT: CARES Northwest
2800 N Vancouver Ave, Suite 201
Portland, Oregon 97227
503/331-2400 (Phone)
503/331-2410 (Fax)

PROGRAM DESCRIPTION:

Evaluation of sexual abuse, physical abuse and neglect. This service provides medical examinations and documentation for victims of possible abuse, as well as any needed medical treatment or follow-up. If appropriate, an interview is conducted with the child by a trained specialist to help determine whether abuse has occurred, as well as specifics of the alleged abuse.

PROGRAM: CASA

CONTACT: Multnomah County CASA
7031 NE Halsey
Portland, Oregon 97213
503/253-2272 (Phone)
503/255-5035 (Fax)

PROGRAM DESCRIPTION:

Court Appointed Special Advocates is a community-based, grassroots organization providing volunteer advocates for children who have been removed from their homes due to abuse and neglect.

PROGRAM: Children's Assessment Services

CONTACT: Darlene Young
Multnomah County Health Department
25 NE 11th
Portland, Oregon 97232
503/248-3842 Ext. 254 (Phone)
503/248-3850 (Fax)

PROGRAM DESCRIPTION:

Provide access to comprehensive, multidisciplinary assessment services for children, ages birth through 13 years, entering the State of Oregon's custody in Multnomah County in order to ensure early identification of medical, psychological and developmental problems.

PROGRAM: Family and Community Alliance

CONTACT: Julie Dodge
4531 SE Belmont, Suite 300
Portland, Oregon 97215
503/234-3400 (Phone)
503/233-9424 (Fax)

PROGRAM DESCRIPTION:

Referrals are received directly from the SCF Hotline. The purpose is to provide outreach to families who have been "screened out" at the SCF Hotline in an effort to link families with necessary services to defuse crisis situations, enhance family functioning and maintain children safely in their homes.

PROGRAM: Family Enhancement

CONTACT: Patricia Navin
Multnomah County Health Department
426 SW Stark Street, 9th Floor
Portland, Oregon 97204
503/248-3056 Ext. 26332

PROGRAM DESCRIPTION:

Operating since the middle of the 1980's, this program works mostly through a closed referral system within the county. After assessing individuals for their level of risk, services are arranged for home-visits by community health nurses and mental health professionals, substance abuse

counseling, and mentoring.

**PROGRAM: Family Enhancement Program
Self Enhancement Incorporated**

CONTACT: Vernon Baker
Manager of Family Services Department
Self Enhancement Incorporated
3920 N. Kerby
Portland, Oregon 97227
503/249-1721 (Phone)
503/249-1955 (Fax)

PROGRAM DESCRIPTION:

A family preservation program, working with families who are referred through Services to Children and Families (SCF) because they are at risk of losing their children to foster care.

PROGRAM: Family Nursery - Therapeutic Preschool

CONTACT: Volunteers of America
Portland, Oregon
537 SE Alder
Portland, Oregon 97214
503/235-8655
2710 NE 14th
Portland, Oregon 97211
503/288-3147

PROGRAM DESCRIPTION:

A program providing respite nursery care for at-risk families. The Family Nursery serves children from 6 weeks to 5 years old, caring for children 2 times a week, 3 hours each day. Van service is provided on a limited basis. Program also offers a 20-week Hands-on Parenting Class for parents with children from 6 weeks to 5 years old. Families can select EITHER the Therapeutic Preschool program OR the Hands-on Parenting Class.

PROGRAM: Healthy Birth Initiatives

CONTACT: Shirley Orr
Multnomah County Health Department
5329 NE MLK Jr. Blvd.
Portland, Oregon 97211
503/248-5055 (Phone)
503/248-3362 (Fax)

PROGRAM DESCRIPTION:

This program is focused on helping families located in North and Northeast Portland with a pregnancy, or who are parenting children up to one year of age facing a variety of life stresses.

Special emphasis is placed on reaching and serving African American and Hispanic families.

**PROGRAM: Kids Can Elementary
Kids Can Preschool**

CONTACT: Kids Can Elementary
Jennifer Talbot, Elementary Programs Director
Kids Can Preschool
Carol Tenenbaum, Preschool Program Director
Community Advocates
5315 N. Vancouver Avenue
Portland, Oregon 97217
503/280-1388 (Phone)
503/280-1392 (Fax)
commadvo@teleport.com (Email)

PROGRAM DESCRIPTION:

School based program teaching children strategies to prevent victimization and abuse. Agency offers training for school staff, a parent workshop, classroom workshops for children, and program support materials.

**PROGRAM: National Council Against Child Abuse and Neglect (NCCAN)
Self Enhancement Incorporated**

CONTACT: Vernon Baker
Manager of Family Services Department
Self Enhancement Incorporated
3920 N. Kerby
Portland, Oregon 97227
503/249-1721 (Phone)
503/249-1955 (Fax)

PROGRAM DESCRIPTION:

A family preservation program, working with families who are referred through Services to Children and Families (SCF, formerly CSD) because they are at risk of losing their children to foster care. Please note that they cannot have an open and active case with SCF.

**PROGRAM: Nurturing Community Program
Urban Youth and Family Services**

CONTACT: Lutheran Inner City Ministries
4219 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97211
503/281-7036

PROGRAM DESCRIPTION:

Parent education classes involving the entire family, providing education and support to build more nurturing relationships. Clients who live in North and Northeast Portland can be referred by SFC, service agencies, or may contact LICM directly. Sessions are free of cost, take place one evening a week and last 12-15 weeks. A meal is included at each session.

PROGRAM: Parents Anonymous Helpline

CONTACT: 9045 SW Barbur Blvd., Suite 9
Portland, Oregon 97219
503/452-4789 (Helpline)
800/345-5044 (Helpline)
503/452-4785 (Office)

PROGRAM DESCRIPTION:

A helpline that offers emotional support, crisis intervention, information on effective parenting skills, and information on community resources.

PROGRAM: Parent Child Development Centers

CONTACT: Patricia Navin
Multnomah County Health Department
426 SW Stark, 9th Floor
Portland, Oregon 97204
503/248-3056 Ext. 26332 (Phone)
503/248-3818 (Fax)

PROGRAM DESCRIPTION:

Provide services in five major program areas: child development, parent education, health, mental health and community advocacy. Services include parent support groups, parent education, child development activities such as play groups, toy lending libraries, health screenings and field trips.

**PROGRAM: Peggy Scherr Positive Parenting Program
Insights Teen Parent Program**

CONTACT: Diane Cohen-Alpert
1808 SE Belmont
Portland, Oregon 97214-2727
503/239-6996 (Phone)
503/239-6040 (Fax)

PROGRAM DESCRIPTION:

Insights' mission is to create a climate of positive options for young families. The Positive Parenting Program provides intensive outreach to teenage parents and their families. Parenting classes utilize the First by Five – Infant Toddler Training curriculum.

PROGRAM: Prenatal Care Outreach/Case Management

CONTACT: Ruby Culver
Neighborhood Health Clinics, Inc.
4945 NE 7th Avenue
Portland, Oregon 97266
503/288-5995 (Phone)
503/280-1752 (Fax)

PROGRAM DESCRIPTION:

Prenatal Care Outreach Program provides outreach to reduce the rate of inadequate prenatal care among high-risk, poor women in N/NE and SE Portland.

PROGRAM: Project Network

CONTACT: Jeannie Cohen, Director
Linda Kolokolo, Triage and Intakes
Legacy Emanuel Health Systems
2801 N. Gantenbein
Portland, Oregon 97227
503/335-0855

PROGRAM DESCRIPTION:

Perinatal substance abuse program which provides supportive living for mothers and children. Services fall into the categories of medical services, mental health services, parenting skills, and alcohol, tobacco and other drug treatment services.

PROGRAM: Project Team (Family Support Team)

CONTACT: Lisa Hansell
Katherine Jansen-Byrkit
Multnomah County Health Department
426 SW Stark Street, 9th Floor
Portland, Oregon 97204
503/248-3056 Ext. 28893 or 26592

PROGRAM DESCRIPTION:

A collaborative program between Multnomah County and Services to Children and Families.

Works with individuals who have called in to the Child Abuse hotline, and have substance abuse issues. The team players are a nurse, alcohol and drug treatment and case management.

PROGRAM: S.A.F.E. Program

CONTACT: Deanne Unruh
Gladys McCoy Academy
3802 NE Martin Luther King Blvd.
Portland, Oregon 97212
503/281-9597 (Phone)
503/281-8817 (Fax)

PROGRAM DESCRIPTION:

Program reduces risk of child abuse and neglect by high-risk pregnant or parenting teens in North/Northeast Portland who attend high school at drop-out retrieval education site. Services include education for high school diploma, career development plans, parenting education, drug/alcohol counseling, mental health services, on site child care services, and domestic violence education to promote positive, interpersonal relationships.

PROGRAM: SAFE

CONTACT: Pat Macintosh/OHSU
3181 SW Sam Jackson Park Road
Portland, Oregon 97201
503/494-4495

PROGRAM DESCRIPTION:

Intensive outpatient program for substance using women who are pregnant. The program serves participants through post-partum. Services are integrated with a consistent team of OHSU health care providers, and is coordinated by intensive case management.

DOMESTIC VIOLENCE

Domestic violence is probably the most common form of violence which occurs in the United States. A variety of studies suggest that approximately 20% of women in the United States are abused at some point during their lives. Women are injured by abuse nearly 13 times as frequently as men. Studies from hospitals show that 22 to 35% of women seeking care in emergency departments do so because of injuries or other conditions related to abuse. These studies may have some methodological weaknesses, but they nonetheless suggest that domestic violence is very common. Family violence has grown to epidemic proportions in Multnomah County. One of the most prevalent forms of family violence is partner abuse.

While there is agreement that domestic violence is very common, it is difficult to describe and measure. The terms themselves demonstrate some of the difficulties. "Domestic violence" and "domestic abuse" have many different definitions. Sometimes the terms are used to portray any violence occurring among people living together in a household. This broad definition can include violence between spouses, intimate partners, dating teens, as well as the abuse of children and elders. Both terms are also used to describe different forms and levels of physical violence, as well as a variety of psychological, social and economic oppression in domestic relationships.

Battering is defined as the imposition of control by one person over another which can result in physical injury, isolation, and a variety of psychosocial problems. Studies have shown that one type of battery can often lead to additional kinds of abuse. For example, a child witnessing a parent being battered by his/her partner and may consequently suffer from emotional distress. The abusive partner may batter the child for witnessing the encounter or for trying to defend the victim. Similarly, a parent might become vulnerable to abuse by attempting to intervene in an incident of child abuse. The actual magnitude of injury, and other adverse effects of abuse, is often not immediately apparent.

While women are not the only victims of domestic violence, they represent an overwhelming percentage of reported cases. The National Coalition Against Domestic Violence survey results have shown several overriding themes in domestic violence against women:

- Women will experience abuse approximately six times before calling a crisis line or reporting the incident to police.
- A very small percentage of domestic violence victims choose to leave their relationships.
- In Oregon, temporary, safe, and affordable housing is not readily available for the vast majority of women who have chosen to leave abusive relationships.

In the public health approach it is essential that a combination of strategies be employed for prevention and intervention. Public education, family support systems, tighter police controls, victim advocacy, and child abuse prevention are some of the elements that need to be considered for effective results. Multnomah County features some exciting and innovative programs which have found effective strategies to deal with the prevention of domestic violence.

While it is impossible to generalize the characteristics of a batterer, the following is a list of possible characteristics to be careful of:

Jealousy: At the start of the relationship, an abuser will equate jealousy with love. He may question the victim about who she talks to, accuse her of flirting, or become jealous of time spent with others.

Controlling Behavior: In the beginning an abuser may attribute his controlling behavior to concern for his partner. If this behavior progresses the situation can worsen. He may assume all control of finances or prevent his partner from coming or going as she wishes.

Quick Involvement: A battered woman often has known or dated her abuser for less than 6 months before getting married, engaged or living together. He may pressure his partner to commit to the relationship. Later, a victim may feel guilty for wanting to slow or end the relationship.

Unrealistic Expectations: An abuser may expect his partner to meet all of his needs, to take care of everything for him emotionally and domestically.

Isolation: An abuser may attempt to isolate his victim by severing her ties to outside support and resources. The batterer may accuse the victim's friends/family of being troublemakers, or may block access to use of a vehicle, work or telephone.

Blames Others for Problems: An abuser may blame others for his shortcomings. Someone is always out to get him or is an obstacle to his achievements. The (potential) victim will be blamed for almost anything that goes wrong.

Blames Others for Feelings: An abuser may use feelings to manipulate his victim. An example of this would: "You're hurting me by not doing as I want" or "You control how I feel."

Hypersensitivity: An abusive person is easily insulted. He perceives the slightest setbacks as personal attacks.

Cruelty to Animals and Children: This is a person who punishes animals brutally or is insensitive to their pain. He may expect children to perform beyond their capability.

"Playful" Use of Force in Sex: This behavior includes restraining partners against their will during sex; acting out fantasies in which the partner is helpless; initiating sex when the partner is asleep; demanding sex when the partner is ill or tired. He may show little concern for his partner's wishes and will use sulking and anger to manipulate compliance.

Verbal Abuse: This behavior involves saying things that are intended to be cruel and hurtful, cursing or degrading his partner, or putting down his partner's accomplishments.

Rigid Sex Roles: The victim will be expected to serve. For instance, a male abuser may see women as inferior to men, responsible for menial tasks, stupid, and unable to be a whole person without a relationship.

Dual Personality: "Dr. Jekyll and Mr. Hyde" -- explosive behavior and moodiness, which can shift quickly to congeniality.

Past Battering: An abuser will beat any partner he is with if the individual is involved with him long enough for the cycle of abuse to begin; circumstances do not make a person an abusive personality.

Threats of Violence: This consists of any threat of physical force meant to control the partner. Most people do not threaten their mates but an abuser will excuse this behavior by claiming that "everyone talks like that."

Breaking or Striking Objects: This behavior can be used as a punishment (i.e., breaking a sentimental possession) or to terrorize the victim into submission.

Any Force During an Argument: This may involve an abuser holding down his partner, physically restraining his partner from leaving, or pushing or shoving. Holding someone back in order to make demands is also a show of force.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Domestic Violence

PROGRAM: ASAP Treatment Services, Inc.

CONTACT: Therese Heynderickx
Kristie Greenslitt
ASAP Treatment Services
2130 SW 5th, Suite 100
Portland, Oregon 97201
503/224-0075

PROGRAM DESCRIPTION:

ASAP provides two programs, both of which are contracted through corrections. The first program is for men who are referred through their probation officers for domestic violence. The second program is an anger management program which requires participants to be referred through a Multnomah County probation officer. Each series lasts 20 weeks, and participants are expected to pay a \$10 co-pay for each session. Domestic violence group participants who are asked to join the Alcohol & Drug Focus Group will not be charged for the Alcohol & Drug Focus Group sessions. Probation officers can arrange fee reductions and/or fee waivers for extreme needs.

**PROGRAM: Batterer's Intervention Program
Transition Projects, Inc.**

CONTACT: Camron Graham
Guruseva Mason
Transition Projects, Inc.
435 NW Glisan
Portland, Oregon 97209
503/823-4930 (Phone)
503/823-4955 (Fax)

PROGRAM DESCRIPTION:

This class is for men who abuse their women partners. Participants may be mandated by the criminal justice system, sent by families, therapists, attorneys, or may be seeking help on their own. Meetings take place one evening per week, from 6:00 p.m. until 8:00 p.m. with a sliding scale fee of \$14-\$55 per meeting. In addition, there is a \$40 intake fee that covers orientation, class registration and session preview. Participants are encouraged to participate in the class for a one-year period.

PROGRAM: Building Respect Across Genders

CONTACT: Howard Hiton & Associates
8332 SE 13th Avenue
Portland, Oregon 97202
503/234-6972 (Phone)
Hhiton@aol.com (Email)

PROGRAM DESCRIPTION:

This program is designed to reduce sexual harassment, dating violence, and teen pregnancy. Program components include role plays, interactive activities, and skill training in conflict resolution and assertiveness. Fees are negotiable.

PROGRAM: Chance for Change

CONTACT: Valerie Williams-Goss
Portland Women's Crisis Line
503/232-5103

PROGRAM DESCRIPTION:

School based program which addresses the issue of domestic violence, providing education as well as prevention skills.

PROGRAM: El Programa Hispano

CONTACT: Carmen Montano
Alejandro de Solorio
El Programa Hispano
451 NW 1st Street
Gresham, Oregon 97030
503/669-8350 (Phone)
503/666-7487 (Fax)

PROGRAM DESCRIPTION:

Support programs for women victims of domestic violence. Currently support groups are offered in Gresham and Portland, and an additional group is being planned in Clackamas County. Public education to schools and organizations about domestic violence, with an emphasis on working with women of color who do not speak English. Family and children's therapy is also available.

**PROGRAM: El Programa Hispano
Men's Anger Management**

CONTACT: Joanne Serna
El Programa Hispano

451 NW 1st Street
Gresham, Oregon 97030
503/669-8350 (Phone)
503/666-7487 (Fax)

PROGRAM DESCRIPTION:

Anger Management Groups for men, meets once per week. Participants must commit to 8 week sessions. Sessions are held in Spanish. Fees are charged for participation.

PROGRAM: Gender Issues and Law Curriculum

CONTACT: Paul Edison, Gender Issues Educator
5625 SE 38th Avenue
Portland, Oregon 97202
503/775-6533 (Phone)
503/775-3536 (Fax)
Paulelison@aol.com (Email)

PROGRAM DESCRIPTION:

School based program which facilitates discussion of issues related to gender and interpersonal violence in middle and high schools. It includes a discussion of the evolution of the women's rights movement and the civil rights movement, and the role of constitutional and discrimination law. The program deals with four specific areas: child abuse, domestic violence, sexual assault, and sexual harassment. Provider of *Street Law*, and Parent and the Law curriculum for teen parents.

**PROGRAM: Men's Anger Management
William Temple House**

CONTACT: Kathy Dausz
William Temple House
2023 NW Hoyt
Portland, Oregon 97209
503/228-3021 x203

PROGRAM DESCRIPTION:

Anger Management group meets Thursdays at various times in the afternoon and evening. Applications to join the group are made at William Temple House. Clients must be clean and sober for at least six months before joining the group, and only non-mandated clients may participate. A six month commitment to the group is required. There is no fee.

PROGRAM: Men's Resource Center/Women's Counseling Center

CONTACT: 12 SE 14th Avenue

Portland, Oregon 97214
503/235-3433 (Phone)
503/235-4762 (Fax)

PROGRAM DESCRIPTION:

Resocialization/Anger Management Groups for men, and Anger Management Groups specifically for women, meet for 2 hours each week. The emphasis of the groups includes learning new, non-violent conflict resolution skills and changing attitudes about violence. Participants are expected to make a 6-12 month commitment to the group. Domestic Violence/Abuse Recovery Groups are open to women, meeting 2 hours a week, with an emphasis on personal safety and healing. When couples have completed the above groups, a Couples' Group is offered, teaching the skills necessary to maintain non-violence in relationships and in families.

PROGRAM: No Punching Judy

CONTACT: Jennifer Talbot, Elementary Programs Director
Community Advocates
5315 N. Vancouver Avenue
Portland, Oregon 97217
503/280-1388 (Phone)
503/280-1392 (Fax)
commadvo@teleport.com (Email)

PROGRAM DESCRIPTION:

School based domestic violence prevention and awareness program for elementary schools. Agency offers training for school staff, a parent workshop, classroom workshops for children, and program support materials.

PROGRAM: One With Heart

CONTACT: Janesa Kruse
4231 SE Hawthorne Blvd.
Portland, Oregon 97214
503/231-1999

PROGRAM DESCRIPTION:

Women's self-defense classes and workshops.

PROGRAM: Refugee Family Strengthening

CONTACT: Lala Bucan
Havan Hoang

IRCO/Asian Family Center
4424 NE Glisan Street
Portland, Oregon 97213
503/235-9396 (Phone)
503/235-0341 (Fax)

PROGRAM DESCRIPTION:

Community outreach, education, service provider training, technical assistance and service access assistance to benefit refugees in Multnomah, Washington and Clackamas Counties who are in situations of domestic violence. Translation and interpretation services are available free of charge.

PROGRAM: Strategies for Success

CONTACT: Mytchell Jacover
P.O. Box 551
Merrylhurst, Oregon 97036
503/697-8843

PROGRAM DESCRIPTION:

Individual counseling for male and female offenders (clients do not need to be mandated). \$50 fee for initial assessment and \$75 per hour for counseling. Mytchell Jacover also provides expert witness testimony for domestic violence cases.

PROGRAM: Women's Counseling Center

CONTACT: 12 SE 14th Avenue
Portland, Oregon 97214
503/235-4050 (Phone)
503/235-4762 (Fax)

PROGRAM DESCRIPTION:

Anger Management for women, for women who express anger in abusive or self-defeating ways. Focuses on skills building, social and cultural issues, directing anger, exploring the origins of anger, accountability, and how to be heard when angry.

PROGRAM: WomenStrength

CONTACT: Police Bureau
1111 SW 2nd Avenue
Portland, Oregon 97205
503/823-0296 Phone
503/823-0289 Fax

PROGRAM DESCRIPTION:

A three session (nine hour) evening course which provides both verbal and physical strategies to avoid assault. The second session deals specifically with domestic violence. Refresher classes are offered on a regular basis. There is no charge for this program.

WORKPLACE VIOLENCE

During the past few years Workplace Violence has gained recognition as a serious public health concern. It is estimated that each year more than two million Americans are victims of physical attack in the workplace. According to a report published by Northwestern National Life Insurance, one out of every four workers was harassed, threatened or attacked on the job between July 1992 and July 1993.

The National Safe Workplace Institute estimates that the cost of violence to businesses is \$4.3 billion annually, with an average incident cost of \$250,000. These amounts include all related expenses such as legal fees, ongoing medical treatment and other damages. Actual costs are difficult to estimate when we consider the psychological effect on the victims, families, and co-workers. The profound impact of a single violent incident expands into a loss of organizational productivity and morale that can last for years. The future of the organization is at risk when employees and consumers are threatened by the possibility of recurring violence.

It has become increasingly apparent that there are significant risks of violence within the workplace, arising from a variety of factors. Risk factors for workplace homicide include exchanging money with the public, working alone or in small numbers, working late at night or during early morning hours, working in high crime areas, guarding valuable property or possessions, and working in community settings. Workplace violence is not, however, caused merely by strangers. Disgruntled employees or former employees are often perpetrators of workplace violence, and it is not uncommon for domestic violence to carry into the workplace.

An increased tolerance for violence in society as a whole is blamed for the increase of violence in the workplace. Workers and clients are influenced by the behaviors and attitudes that surround them on a daily basis in their homes, in the media, and in their communities. After extensive research, the Centers for Disease Control determined that homicide was the leading cause of occupational death for women.

Under the Federal Occupational Safety and Health Act, employers have the legal responsibility to provide a safe and healthy place to work. This requires that organizations consider the physical as well as the psychological climate of the work environment. If an employer is aware of a potential threat to the safety of their workers, they are obligated by law to take action to correct the situation. The components of an effective plan for a safe work environment include:

- Policies and procedures for dealing with violence in the workplace;
- An identified crisis team to respond to incidents of violent behaviors;
- Training programs that help workers recognize early warning signs of violent behavior and the steps to follow in the event of a threat;
- Manager training programs that teach appropriate methods of intervening with potentially violent employees or clients and proper documentation of event;
- Designing the physical work space for optimum safety and protection including adequate security systems.

One of the best ways to prevent workplace violence is to be aware of early warning signs and ready to take action. The following is a list of warning signs created by the Employment & Labor Law Services:

1. Direct or veiled verbal threats of harm.
2. Intimidation of others (physical or verbal.)
3. Carrying a concealed weapon or flashing a weapon to test reactions.
4. Paranoid behavior. Perceiving that the whole world is against them.
5. Moral righteousness and believing the organization is not following its rules and procedures.
6. Unable to take criticism of job performance. Holds a grudge, especially against a supervisor. Often verbalizes hope for something to happen to the person against whom the employee has the grudge.
7. Expression of extreme desperation over recent family, financial or personal problems.
8. History of violent behavior.
9. Extreme interest in semi-automatic weapons and their destructive power to people.
10. Fascination with incidents of workplace violence and approval of the use of violence under similar circumstances.
11. Disregard for the safety of co-workers.
12. Obsessive involvement with the job, often with uneven job performance and no apparent outside interests.
13. Being a loner who has a romantic obsession with a co-worker who does not share the same interest.

The resources included in this section provide employers and employees with some information on and methods for preventing violence in the workplace. The success of any business or organization is dependent on the well-being of its workforce.

MODEL POLICY FOR WORKPLACE THREATS AND VIOLENCE

Nothing is more important to *Company Name* than the safety and security of its employees. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on *Company Name* property will not be tolerated. Violations of this policy will lead to disciplinary action which may include dismissal, arrest, and prosecution.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on *Company Name* property shall be removed from the premises as quickly as safety permits, and shall remain off *Company Name* premises pending the outcome of an investigation. *Company Name* will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No existing *Company Name* policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life threatening situation from developing.

All *Company Name* personnel are responsible for notifying the management representative designated below of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a company controlled site, or is connected to company employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the designated management representative is not available, personnel should report the threat to their supervisor or another member of the management team.

All individuals who apply for or obtain a protective or restraining order which lists company locations as being protected areas, must provide to the designated management representative a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

Company Name understands the sensitivity of the information requested and has developed confidentiality procedures which recognize and respect the privacy of the reporting employee(s).

The designated management representative is:

Name: _____
Title: _____ Department: _____
Telephone: _____
Location: _____

*This report was provided to you as a service of
the International Association of Chiefs of Police (IACP) Private Sector Liaison Committee.
We encourage readers to disseminate this report as widely as possible.*

VIOLENCE IN THE WORKPLACE

Prevalence

- 500,000 victims per year.
- 80% of all reported rapes and 16% of all reported assaults.
- Under reported by as much as 50%.
- Since 1980, homicide has been the single greatest cause of death in the workplace. For men, homicide is the third leading cause of death in the workplace.

Cost of Workplace Violence

- 1.8 million workdays are lost per year.
- Over \$55 million per year in lost wages (excluding days covered by sick and annual leave).
- Over \$36 billion per year total, including compensation and litigation costs.

Perpetrators

- Spouses or partners of employees (domestic violence that carries over into the workplace).
- Customers/Clients.
- Employees, current and former (no more than 40%).
- Criminals.
- Mentally ill individuals.

Causes

- Personal problems: family, financial, medical, legal, mental/emotional, alcohol, drug abuse.
- Employment conditions: working conditions, job stress, harassment, being discharged, laid off or disciplined.
- Personal characteristics: antisocial, aggressive, hostile.

Possible Warning Signs

- History of violence.
- Threats of any kind and/or unusual behavior.
- Many stress factors (personal and/or job related).
- Personality: does not respond well to criticism, blames others for problems, feels victimized.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Workplace Violence

**PROGRAM: Cascade Centers, Inc.
Human Resource Solutions**

CONTACT: 7180 SW Fir Loop, Suite 1-A
Portland, Oregon 97223-8023
503/639-3009 (Phone)
800/433-2320 (Phone)
503/620-3453 (Fax)

PROGRAM DESCRIPTION:

Violence rarely happens without warning! On-site awareness, prevention, response, and skill building training for management and employees in response to potential or actual anger and aggression in the workplace. *Individually tailored* to the needs of your public or private organization. Organizational training and development regarding policy, procedures, strategies and guidelines. Cascade Centers also provides Critical Incident Stress Debriefings (CISD) for employees affected by trauma.

**PROGRAM: HR Northwest
Human Resource Management and Employee Relations Consultants**

CONTACT: 7672 SW Mohawk Street
Tualatin, Oregon 97062
503/885-9815 (Phone)
503/885-8614 (Fax)
www.hrnorthwest.com (Web site)

PROGRAM DESCRIPTION:

HR Northwest is a full service human resource consulting firm working with businesses from every industry. The organization is staffed by 16 consultants, 7 of whom are trainers. One of the programs offered is Violence in the Workplace. The program content covers:

- Cause of Workplace Violence
 - Recognizing the Warning Signs and Symptoms
 - Ideas to Defuse Hostile Situations
 - Business and Personnel Practices for Prevention
-

PROGRAM: Regional Drug Initiative

CONTACT: Patti McCullough
522 SW 5th, Suite 1310
Portland, Oregon 97204
503/294-7074 (Phone)
503/294-7044 (Fax)

PROGRAM DESCRIPTION:

The Regional Drug Initiative Drug-Free Workplace Program provides comprehensive information and referral service and direct support for local employers. The Regional Drug Initiative (RDI) is a broad based coalition committed to creating a community free from problems related to alcohol and other drugs. RDI is recognized as a national leader in developing drug-free workplace programs. RDI programs include:

- Low Cost Workshops
 - Labor & Management Guidelines
 - Resource Library
 - Technical Assistance
-

YOUTH VIOLENCE

When researching prevention programs that address the public health issue of youth violence, there are two obvious venues to consider: school-based programs, which reach large numbers of youth enrolled in the school system; and community-based programs, which encourage youth to build lasting bridges between home, school and their larger communities. This section will focus on school-based programs since most community-based programs are covered in the Community Violence section.

Programs that reach children early in preschool or elementary school tend to be more effective. Since children at this age have not yet developed antisocial behaviors, teaching and modeling conflict resolution skills build a strong foundation for children's socialization. It is far more difficult to teach new skills when the child's behavior patterns have already been formed.

Prevention programs may be designed to reach all children or may focus on specific children that experience higher risk factors. Risk factors are conditions that increase the probability that a child will become a chronic juvenile offender. For example, research indicates that juvenile criminal activity can be predicted with 80% accuracy by the end of fifth grade based on three measures: 1) teacher ratings of social skills and aggression; 2) the rate of referral to the principal for fighting; 3) observed aggressive behavior on the playground. Risk factors that may be evident in a school setting include poor interpersonal skills and poor academic achievement.

Prevention and intervention programs such as conflict resolution curricula can be effective even though they require behavior modification. Effective intervention is possible with curricula if the following characteristics exist: 1) comprehensive teacher training; 2) well-defined goals; 3) developmentally and culturally appropriate content based on research and sound theory that addresses risk factors for violence; 4) faculty enthusiasm; 5) the opportunity to practice skills and receive consistent positive feedback; and 6) family involvement.

A child may also be at higher risk for becoming violent based on family and community characteristics. These risk factors include economic deprivation, underdeveloped parental management skills, ineffective family coping/problem solving skills, weak family bonding, norms that accept violence, access to firearms, and a disorganized community. Because the risk factors extend beyond school, the most successful prevention and intervention efforts extend their reach beyond students to include the family and the community.

Wherever possible, information on these programs includes a contact, a brief description, and some form of program evaluation. Many of the programs have not yet been evaluated, while some have only anecdotal information or have not been evaluated well. No one solution will suffice when addressing this concern. As with other public health prevention efforts, a multifaceted approach is required for reducing youth violence.

**KEY ELEMENTS IN DESIGNING A
SCHOOL-BASED
VIOLENCE PREVENTION PROGRAM**

1. Organize a "core team" composed of school administrators, teachers, student service and health service providers, school security, students, parents and members of the community.
2. Define the nature of the local problem by reviewing school records and conducting surveys and informal interviews with students, faculty, staff, parents and community members.
3. Create a comprehensive violence prevention plan with specific short and long term goals and school policies including structures to promote community, student, family, and teacher involvement.
4. Take action. Implement any strategy or combination that is the best place for your school to begin.
5. Evaluate programs to determine changes in school policy, violence-related attitudes, and behaviors using surveys and interviews; attendance and dropout statistics; police crime reports; and misconduct and suspension rates.

*Education Development Center, Inc.
Adolescent Violence Prevention Resource Center*

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Youth: School Based Programs

PROGRAM: After-School Violence Intervention Program (ASVIP)
(6-week 4 day per week after-school program)

CONTACT: Sigrid Huston / Tammy Jackson
Portland Public Schools
Student Services
503/916-5840 (Phone)
ext. 281 (Sigrid Huston)
ext. 480 (Tammy Jackson)
503/916-2727 (Fax)

PROGRAM DESCRIPTION:

ASVIP is a Portland Public School delayed expulsion violence intervention program for middle and high school students who have committed an aggressive act while attending school. Students must agree to complete an alcohol and drug assessment, (at district expense), and attend Lodestar with their families. Lodestar is a 6-session one-night per week program designed to support families by building on their strengths.

PROGRAM: Community Advocates for Safety and Self-Reliance
“Kids Can Elementary,” “Kids Can Preschool” and “No Punching Judy”

CONTACT: Kids Can Elementary & No Punching Judy
Jennifer Talbot, Elementary Programs Director
Kids Can Preschool
Carol Tenenbaum, Preschool Program Director
Community Advocates
5315 N. Vancouver Avenue
Portland, Oregon 97217
503/280-1388 (Phone)
503/280-1392 (Fax)
commadvo@teleport.com (Email)

PROGRAM DESCRIPTION:

“Kids Can” focuses on *child abuse*, teaching children strategies to help them prevent victimization and avoid being abused. “No Punching Judy” is a school-based domestic violence prevention and awareness program for elementary schools. Agency offers training for school staff, a parent workshop, classroom workshops for children, and program support materials.

EVALUATION:

Agency programs have been evaluated by the Youth Services Consortium and Portland Public Schools' Safe Schools Grant personnel.

PROGRAM: Community Board Conflict Resolution Training

CONTACT: Marsha Peterzell
Community Board Programs
1540 Market Street, Suite 490
San Francisco, California 94102
415/552-1250

PROGRAM DESCRIPTION:

Designed to foster support for non-violent conflict resolution, this program consists of training school teams to develop comprehensive approaches for dealing with violence and safety.

EVALUATION:

This program was implemented in Portland Public Schools, serving 2 high schools and 8 middle schools. The program was evaluated by Safe Schools Grant personnel and the Grant partners themselves. The evaluation is in the form of a written report, created by the Safe Schools Grant evaluator. The findings of the evaluation determined that forming a conflict resolution support team was a vital first step for achieving a school-wide sense of commitment, and a climate that could foster and support a successful conflict resolution program. A zero tolerance for violence was also necessary as a backbone for building relevant goals and a strong program.

PROGRAM: Conflict Management/Peer Mediation

CONTACT: Betsy Coddington
Resolutions Northwest
1401 NE 68th Avenue
Portland, Oregon 97213
503/306-5607 (Phone)
503/736-6050 (Fax)

PROGRAM DESCRIPTION:

Third through twelfth graders are chosen on the basis of leadership potential (positive and negative) to receive training as peer mediators or conflict managers. Students are trained in communication and cooperation problem solving skills, as well as the mediation process.

EVALUATION:

This program was implemented in Portland Public Schools, serving high schools and middle schools, and several elementary schools. The program was evaluated by Safe Schools Grant personnel and the Grant partners themselves. The evaluation is in the form of a written report, with coordinators judging the program to be effective.

PROGRAM: Empowering Youth to Reduce Gender Based Violence

CONTACT: Howard Hilton & Associates
8332 SE 13th Avenue
Portland, Oregon 97202
503/234-6972 (Phone)
Hhilton@aol.com (Email)

PROGRAM DESCRIPTION:

The curriculum invites teens to participate in the exploration of gender inequities, sexual harassment and dating violence. Fees are negotiable.

PROGRAM: Gender Issues and Law Curriculum

CONTACT: Paul Edison, Gender Issues Educator
5625 SE 38th Avenue
Portland, Oregon 97202
503/775-6533 (Phone)
503/775-3536 (Fax)
Pauledison@aol.com (Email)

PROGRAM DESCRIPTION:

School-based program which facilitates discussion of issues related to gender and interpersonal violence in middle and high schools. It includes a discussion of the evolution of the women's rights movement and the civil rights movement, and the role of constitutional and discrimination law. The program deals with four specific areas: child abuse, domestic violence, sexual assault, and sexual harassment. Provider of *Street Law*, and Parent and the Law curriculum for teen parents.

PROGRAM: Girls' Empowerment

CONTACT: Marilyn Richen
Portland Public Schools
Student Services
503/916-5840 Ext. 279 (Phone)
503/916-2727 (Fax)

PROGRAM DESCRIPTION:

A six-hour program for team-teaching personal safety awareness, self defense and escape skills to young women in middle and high school.

EVALUATION:

This program was implemented in Portland Public Schools, serving 5 high schools and 6 middle schools. The program was evaluated by Safe Schools Grant personnel and the Grant partners

themselves. The evaluation is in the form of a written report, with statistical information showing impressive improvements in skills, knowledge and confidence.

PROGRAM: Insight Class
(6-hour program; 4 Wednesday evenings or one Saturday)

CONTACT: Sigrid Huston / Tammy Jackson
Portland Public Schools
Student Services
503/916-5840 (Phone)
ext. 281 (Sigrid Huston)
ext. 480 (Tammy Jackson)
503/916-2727 (Fax)

PROGRAM DESCRIPTION:

Insight Class is a Portland Public School violence and alcohol and drug intervention program for students and their families. Topics include negotiation and conflict resolution as well as alcohol and drug-related information.

PROGRAM: Measure 11

CONTACT: Marilyn Cover
Classroom Law Project
620 SW Main Street, Suite 102
Portland, Oregon 97205
503/224-4424 (Phone)
503/224-1721 (Fax)
mcover@classroomlaw.org (Email)

PROGRAM DESCRIPTION:

A 10-lesson, two week, curriculum on Measure 11, which mandates stiffer sentences for young people involved in violent behavior. Curriculum is designed for middle through high school students. Training with this curriculum informs youth of the serious consequences that they will face should they commit a crime. Program culminates with a Youth Summit, a community wide event where youth have the opportunity to discuss the issue of violence with their families, neighbors, etc.

OTHER RESOURCES:

Classroom Law Project provides curriculum and training on mediation and dispute resolution and maintains a lending library of assorted violence prevention materials for students in grades K-12.

EVALUATION:

This project was piloted in spring 1996, academic evaluation completed, no evaluation results of its impact on violence prevention.

PROGRAM: PAL PLUS
Playing and Learning Under Supervision

CONTACT: Ben Louie
Police Activities League
449 NE Emerson
Portland, Oregon 97211
503/823-0250 (Phone)
503/823-5841 (Fax)

PROGRAM DESCRIPTION:

A Police Activities League model for preventing violence and drug abuse. PAL specialists offer homework assistance, team building, self-esteem building and adventure-based learning.

EVALUATION:

This program was implemented in Portland Public Schools, serving 3 middle schools and their 12 feeder elementary schools. The program was evaluated by Safe Schools Grant personnel and the Grant partners themselves. The evaluation is in the form of a written report, assessing their success in meeting program goals.

PROGRAM: Portland Youth Redirection

CONTACT: 5034 N. Missouri
Portland, Oregon 97217
503/281-7911 (Phone)
503/281-9921 (Fax)

PROGRAM DESCRIPTION:

Gang prevention services including family counseling, support groups and motivational workshops, teen parenting classes and job placement assistance.

PROGRAM: Safe School/Safe Lives

CONTACT: Linda Erwin, MD
Trauma Services
Emanuel Hospital and Health Center
2801 N Gantenbein Avenue
Portland, Oregon 97227
503/413-2200 (Phone)
503/413-2178 (Fax)

PROGRAM DESCRIPTION:

Using slide presentations featuring the graphic results of physical violence, the medical presenters teach the skills necessary to recognize risky situations -- particularly around firearms -- and to make

safe and responsible choices. The program also teaches the importance of non-violent conflict resolution. Separate age-appropriate presentations are available for young children, older elementary school students, and middle and high school students. Written materials were developed to accompany the student presentation.

PROGRAM: Save Our Youth (SOY)
(16 hours; 2 evening sessions plus two Saturdays)

CONTACT: Bonnie Randolph / Betsy Cole
Portland Public Schools
Student Services
503/916-5840 (Phone)
ext. 328 (Bonnie Randolph)
ext. 329 (Betsy Cole)
503/916-2727 (Fax)

PROGRAM DESCRIPTION:

SOY is a program sponsored by Emanuel Hospital, Multnomah County Department of Juvenile and Adult Community Justice and Portland Public Schools. This is a four session family focused program for any Multnomah County youth grade 6 – 12 who has been involved in a weapons violation, assaults with intent to cause serious injury or are *potential* weapons-violators. Students do not need to have been suspended or expelled from school. The parents of these students are participants in all sessions. The purpose of the program is to prevent the escalation of violence, especially weapons-related violence by showing the destructive consequences of violence and to teach the necessary skills to deal with anger and conflict and increase communication.

PROGRAM: TLC-TnT
Tender Loving Care, Think 'n' Try

CONTACT: Faye Palmerton
Roy Pittman
Portsmouth Middle School
5103 N. Willis Blvd.
Portland, Oregon 97203
503/916-5666 (Phone)
503/916-5251 (Fax)

PROGRAM DESCRIPTION:

Group activities which bring at-risk students from kindergarten through high school together with peer mentors under the supervision of program coordinators. Students receive preventive services to help them with school and with family services needs, as well as recreational and learning opportunities. There is also a parenting component which is well attended.

PROGRAM: Turnaround School

(45-90 full school day program)

CONTACT: Jean Berg, Coordinator
Portland Public Schools
Student Services
503/916-5322

PROGRAM DESCRIPTION:

Turnaround is a program for students who have been expelled for reasons of assault, fighting, weapons possession and other disciplinary violations involving violence. Schools may consider offering Turnaround as a "*delayed expulsion decision*" option for violent behavior, alcohol and other drug violations as well as violations defined by the Gun Free School Act. A student and his/her family must be willing to participate and follow the expectations of the program in order to be admitted to the program.

SELF-DIRECTED VIOLENCE

Self-directed violence -- attempted and completed suicide -- have traditionally been regarded as mental health problems. In the context of mental health, suicide is perceived as the consequence of significant individual or family mental health problems. While scientific and intuitive information support this belief, self-directed violence can also be examined from the public health perspective. In this approach, completed and attempted suicides are seen as specific forms of violence. They are distinguished from other acts of violence in that they are self-directed rather than directed at others. Thus we can develop our understanding of self-directed violence by using the same public health tools used for other forms of violence.

In Multnomah County, self-directed violence causes one and a half times as many death as homicide, and is a leading cause of death among young men. It causes untold emotional stress on family, other loved ones, and the community. A number of risk factors and associated factors for suicide have been identified through academic research, including serious mental health problems, alcohol and drug abuse, history of a previous suicide attempt or threat and the occurrence of major life stresses.

Access to firearms has been identified as a key factor in completed suicides, particularly youth suicide. The odds that a potentially suicidal adolescent will kill him/herself more than double when a gun is kept in the home. The National Center for Health Statistics reports that in 1992, a youth aged 10-19 committed suicide with a gun every six hours -- 1,426 young people in one year. The Center for Disease Control relates that in Oregon, from 1988-1993, 78.2 percent of suicide attempts with firearms were fatal, compared to a fatality rate of 0.4 percent of suicide attempts by drug overdose.

Suicide prevention programs can take many different tacks. Some program strategies include enhancing community recognition of suicidal youth, referring suicidal youth to appropriate mental health and support resources, and strategies designed to directly address known or suspected risk factors for youth suicide. For programs to be truly effective, they need to include several different strategies, chosen for their relevance to the specific target community.

**MULTNOMAH COUNTY HEALTH DEPARTMENT
VIOLENCE PREVENTION
RESOURCE DIRECTORY**

Suicide Prevention and Suicide Bereavement Counseling

**PROGRAM: Crisis Triage Center
Multnomah County Mental Health Crisis Line**

CONTACT: 5228 NE Hoyt Street, Building B
Portland, Oregon 97213-2967
503/215-7082 (Phone)
503/215-0902 or 215-0904 (Fax)

Emergency crisis services including telephone crisis line, evaluation services, mobile crisis team, secure transportation, case management services, and subacute unit.

PROGRAM: The Dougy Center

CONTACT: 3909 SE 52nd
Portland, Oregon 97286
503/775-5683 (Phone)
503/777-3097 (Fax)

Peer group support for children (ages 6-19) grieving the loss of a parent, sibling, primary caregiver or friend.

PROGRAM: OHSU/Child and Adolescent Mood Disorders Clinic

CONTACT: Doernbecher Children's Hospital
3181 SW Sam Jackson Park Road
Portland, Oregon 97201
Blaine Anderson, Intake Coordinator
503/494-6176 (Phone)
503/494-6170 (Fax)

Clinical treatment of depression through medical intervention, counseling and therapy.

PROGRAM: Suicide Bereavement Support

CONTACT: Virginia Bender
P.O. Box 12471
Portland, Oregon 97212
503/699-8103

Self-help support for anyone who has lost a friend or relative to suicide. Meetings are held 3 times each month, led by a trained volunteer facilitator. A monthly newsletter is also published.

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EMERGENCY CONTACT INFORMATION

Police Emergency	9-1-1
Police non-emergency number	503/230-2121

CHILD ABUSE

Multnomah County	503/731-3100
National Child Abuse Hotline	1-800/422-4453
Parents Anonymous	503/238-8818

DOMESTIC VIOLENCE

Bradley-Angle House	503/281-2442
Child Abuse Reporting Line	503/731-3100
Clackamas Women's Services	503/654-2288
Emergency Shelter and Food (Metro Crisis)	503/525-6400
Nation-wide Toll Free Number	1-888/235-5333
National Coalition Against Domestic Violence	1-303/839-1852
National Coalition Against Sexual Assault	1-202/483-7165
National Domestic Violence Hotline	1-800/799-SAFE
Oregon Coalition Against Domestic and Sexual Violence	503/223-7411
Portland Women's Crisis Line (Translation Available)	503/235-5333
Raphael House	503/222-6222
Salvation Army West Women & Children's Shelter	503/224-7718
Washington County Domestic Violence Resource Center	503/640-1171
Vancouver Safechoice Shelter	360/695-0501
Volunteers of America Family Center	503/232-6562
Yolanda House	503/977-7930

ELDER ABUSE

Oregon Elder Abuse Hotline	1-800/232-3020
Multnomah County Aging Services	503/248-3643

YOUTH SERVICES

National Runaway Hotline	1-800/621-4000
Services to Children and Families	731-3100
Emergency (Runaway) Shelters	
Boys and Girls Aid Society	503/222-9661
Harry's Mother	503/233-8111
Streetlight	503/224-5988

PEACE ACTION ZONE COALITION



*Communities working
together to make a difference.*

Sponsored by the
VIOLENCE PREVENTION PROGRAM
Multnomah County Health Department
426 SW Stark, 2nd Floor
Portland, Oregon 97204
503-248-3056

What is a **Peace Action Zone?**

A **Peace Action Zone (PAZ)** is a group of community members joining together to address their common issues. Local groups are most effective in developing and maintaining peace in their communities.

Over the past several years, society's tolerance for violence has increased dramatically. Community members may not like the amount of violence around them, and may feel powerless to effect change. It is critical that we improve our standards of acceptable behaviors and establish more effective ways of solving problems and of stopping this cycle of violence.

It is imperative to honor the integrity of communities as they define themselves, and build upon the existing foundation they possess. Communities have a more accurate understanding of their characteristics, culture, and



values. With this knowledge, communities can develop practical, appropriate, and effective responses to the problem of violence.



"If we were more willing to see the good and the beautiful things that surround us, we would be able to transform our families. From there, we would change our next-door neighbors and then others who live in our neighborhood or city. We would be able to bring peace and love to our world, which hungers so much for these things."

—Mother Teresa

How do we become a PAZ?

Each Zone is asked to take the following three steps:

Define the nature of your community or group:

Are you a neighborhood, school, or racial/ethnic community? Are you a group bound together by gender, age, religious affiliation? Do you have the same workplace or profession? Other?

Develop a specific plan for action with measurable results:

What could you and your groups do to make a difference? How will you know when you have accomplished your goals?

Commit to implementing the plan with the guidance of local leaders:

Every community has natural leaders, but each of us must contribute and participate to affect lasting change.



Who are my **PAZ** **Resource Partners?**

The **Peace Action Zone Coalition**, part of the Multnomah County Health Department Violence Prevention Program, is comprised of Peace Action Zones, Resource Teams, and the Violence Prevention Program Staff.

The **Violence Prevention Program** of Multnomah County Health Department views violence prevention and peace promotion through the lens of public health. The program strives to improve the health of communities by supporting their efforts to solve the problems that contribute to violence, helping to establish concrete action toward peace.

A **Peace Action Zone (PAZ)** is a group of community members joining together to address common issues around violence. By developing and implementing a meaningful action plan, a PAZ can support youth and families, organize neighborhoods, expand public awareness, impact public policy, and much more.

A **Resource Team** provides three vital services to the Peace Action Zone Coalition to help PAZs realize the goals of their action plan: 1) information, data and facts, 2) technical expertise, best practice research, resource connections, and 3) community connections and support.

We all have a role in **Preventing Violence**

"Never doubt that a small group of thoughtful, committed people can change the world. Indeed, it's the only thing that ever has."

—Margaret Mead

The **Violence Prevention Program** of Multnomah County Health Department supports and encourages community groups to take local action. One type of local action is developing and maintaining a **Peace Action Zone (PAZ)**.

Violence Prevention staff can help with:

- ∞ Data on actual violent incidents;
- ∞ Information about programs that have worked in other areas;
- ∞ Ideas for funding activities;
- ∞ Making connections with other Peace Action Zones.

For more information about **Peace Action Zones**, or for help getting started, please contact us at:

(503) 248-3056

Linda Jaramillo, ext. 22815

Amanda Byron, ext 22844

What can a PAZ accomplish?

Support youth and families

Family violence is of great concern throughout the nation. A PAZ can impact families by modeling a peaceful and nonviolent approach to problem solving, encouraging community involvement, and helping youth succeed.



Organize neighborhoods

A PAZ supports community members in developing relationships with neighbors, encouraging communities to work together in solving the problems of violence specific to each neighborhood.

Expand public awareness

Violence can best be understood and addressed by increasing public awareness about the danger of firearms, the impact of media violence, the prevalence of violence, and the positive results of community collaboration.

Impact public policy

Organized groups working together can have a major impact on laws and government policies that address violence prevention.

Multnomah County Health Department

Violence Prevention Program

426 SW Stark, 2nd Floor

Portland, Oregon 97204



PEACE ACTION ZONE

Steps toward building a Peace Action Zone

Define your community

- ≈ Neighborhood?
- ≈ Faith Community?
- ≈ Workplace?
- ≈ Parent Association?

Define the issues

- ≈ Neighborhood safety?
- ≈ Common interests?
- ≈ Children the same age?

How do you come together?

- ≈ Regular meetings?
- ≈ Occasional gatherings?
- ≈ Day to day contact?
- ≈ To address specific crises?

Assess Community Conditions

- ≈ Gather information from the community
- ≈ Health Department
- ≈ Neighborhood associations
- ≈ Talk to your neighbors
- ≈ Community policing

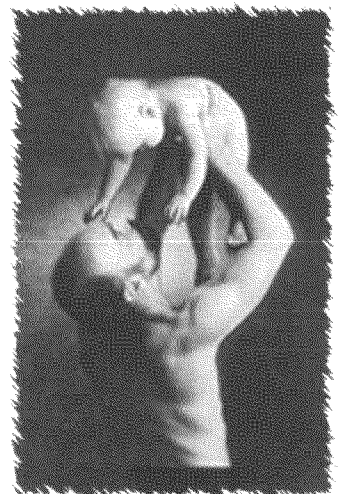
Contact community leaders

- ≈ Respected community members
- ≈ Local government officials
- ≈ Community based organizations
- ≈ Leaders from the faith community



No one can afford to assume that someone else will solve our problems. Every individual has a responsibility to help guide our human family in the right direction.

– Dalai Lama



Peace, like charity, begins at home.

– Franklin D. Roosevelt



PEACE ACTION ZONE

Determine Community Resources

Identify strengths of community members (*everyone has something to offer*).

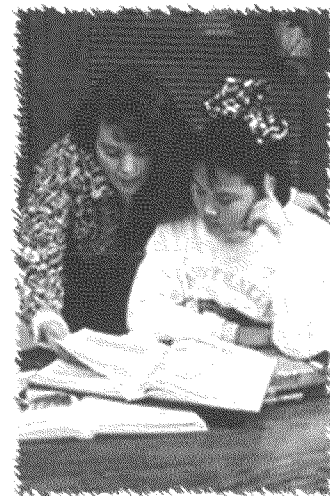
- ≈ Retired individuals with time and experience to share
- ≈ Experienced community organizers and leaders
- ≈ People connected to community needs

Learn from similar projects in other areas.

- ≈ Signs of Peace newsletter
- ≈ Find newspaper articles about projects in other places
- ≈ Magazine articles on similar topics
- ≈ Search Internet under related subject headings

Gather information about local practices.

- ≈ Multnomah County Violence Prevention Resource Directory
- ≈ Listings from local neighborhood associations
- ≈ Word of mouth, talking to friends and acquaintances



Plan Action

Work with community members and leaders to create a set of strategies to respond to the unique needs of the community.

- ≈ How can you have a positive effect on the issues that have been identified?
- ≈ What strategies will help carry your community from it's current situation to your stated goal?

*There is no way to peace.
Peace is the way.*

—A.J. Muste

Get community consensus on the goals, activities and methods of the program.

- ≈ Do you agree on your goals, activities, and methods?
- ≈ Do you agree on how to reach your goals, activities and methods?

Implement Plan

Involve the community in implementing the plan

- ≈ Make sure that all community members are invited to participate in the different phases of the plan, sharing their varied strengths.
- ≈ Utilize helpful resources, such as the Health Department's Violence Prevention Program for support.
- ≈ Keep the invitation open for new people who might become interested.
- ≈ Maintain channels of communication throughout implementation, responding to needs for modification and change.
- ≈ Throughout implementation ask yourselves and the community if the plan is working.
- ≈ If it is not working, find out why. Change your plan to solve the problem.



PEACE ACTION ZONE

Evaluate Plan

Have a clear, comprehensive understanding of the overall goals of the plan.

If neighborhood crime is your concern:

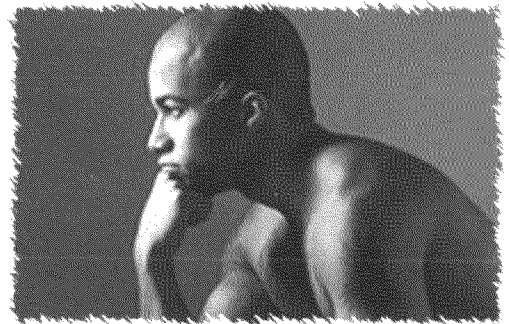
- ≈ Are you trying to measure neighborhood crime?
- ≈ Are you trying to reduce neighborhood crime?
- ≈ Are you trying to eliminate neighborhood crime?

What kinds of neighborhood crime will you focus on?

- ≈ Drug sales?
- ≈ Graffiti?
- ≈ Assault?
- ≈ Family Violence?

Gather accurate data prior to the start of the plan.

- ≈ Have any local studies been conducted already?
- ≈ Check with the health department's violence prevention program, neighborhood associations and/or local police for reports and statistics.



The nonviolent approach...recognizes that social change cannot come overnight. But it causes one to work as if it were a possibility the next morning.

—Martin Luther King, Jr.

Collect consistent data during the course of the plan, report outcomes on a regular basis.

- ≈ Make sure that you have a system in place for recording data in a uniform manner.
- ≈ Set a time line for reporting, maybe every month, every quarter, so that you can check the effectiveness of your data, and the progress toward your goal.



Be proactive for peace in the place where you dwell, in the family where you exist, in the community where you work. If you practice nonviolence, you will be called to constructive action.

— Mary Manin Morrissey



PEACE ACTION ZONE

The Violence Prevention Program of Multnomah County Health Department is available to support and encourage community groups take action.

Violence Prevention staff assists the Peace Action Zone Coalition by:

- Providing data on actual incidents of violence;
- Providing information about successful local and national programs;
- Finding resources to help fund activities;
- Maintaining a library of local and national prevention programs;
- Connecting Peace action zones with one another; and
- Facilitating the development of a Zone Plan.

The Violence Prevention Program sponsors periodic gatherings of the Peace Action Zone Coalition to provide a forum for sharing promising practices, encourage communication and promote networking.

Communities working together to make a difference

Child Abuse Prevention

Domestic Violence

Drugs and Alcohol

Elder Abuse

Faith Communities

Gun Violence

Violence in Media

Neighborhoods

Program Evaluation

Public Awareness

Public Policy

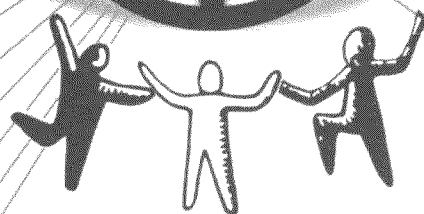
Research

School Based

Youth Violence

Workplace Violence

The Arts



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MULTNOMAH COUNTY OREGON



PEACE ACTION ZONE

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Violence in Media

Neighborhoods

Program Evaluation

Public Awareness

Public Policy

Research

School Based

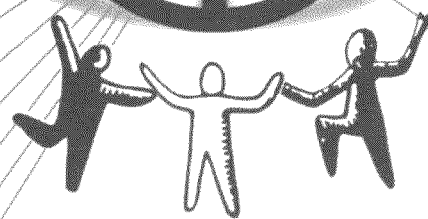
Youth Violence

Workplace Violence

The Arts



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MULTNOMAH COUNTY OREGON



PEACE ACTION ZONE COALITION

Name of Peace Action Zone:

Contact:

Address:

Phone:

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I understand the components of the Peace Action Zone Coalition and, as a Peace Action Zone, agree to participate in the Zone Coalition by sharing our knowledge, experience and expertise with other Zones in Multnomah County.

Signature of Peace Action Team Representative



PEACE ACTION ZONE (PAZ)

GOAL:

ACTIVITIES	LEAD RESPONSIBILITY	COMPLETION DATE	OUTCOME



PEACE ACTION ZONE COALITION

Name of Resource Team:

Contact:

Address:

Phone:

RESOURCE TEAM MEMORANDUM OF UNDERSTANDING ROLES AND RESPONSIBILITIES

The **Peace Action Zone Coalition**, part of the Multnomah County Health Department Violence Prevention Program, is comprised of Peace Action Zones, Resource Teams, and the Violence Prevention Program Staff.

The **Violence Prevention Program** of Multnomah County Health Department views violence prevention and peace promotion through the lens of public health. The program strives to improve the health of communities by supporting their efforts to solve the problems that contribute to violence, helping to establish concrete goals toward peace.

A **Peace Action Zone** is a group of community members joining together to address their common issues around violence. In developing and implementing a unique and meaningful action plan, a Peace Action Zone (PAZ) can support youth and families, organize neighborhoods, expand public awareness and even impact public policy.

A **Resource Team** is a person, committee, program or organization with expertise in a certain area of violence prevention/peace promotion. Resource Teams provide information and support to the community, helping PAZs realize the goals of their action plan.

A Resource Team provides three vital services to the Peace Action Zone Coalition:

1	Information, Data, and Facts
2	Technical Expertise, Best Practice Research, Resource Connections
3	Community Connections and Support

I understand the components of the Peace Action Zone Coalition and, as a Resource Team, agree to participate in the Coalition by sharing our knowledge, experience and expertise with other Zones throughout Multnomah County.

Signature of Resource Team Representative

MEETING DATE: May 27, 1999
AGENDA #: R-3
ESTIMATED START TIME: 9:45 AM

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Proclaiming June 5, 1999 Stand for Children Day in Multnomah County

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

REGULAR MEETING: DATE REQUESTED: Thursday, May 27, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Donna Dengel TELEPHONE #: 248-5458
BLDG/ROOM #: 317/Library Admin

PERSON(S) MAKING PRESENTATION: Donna Dengel on Behalf of the Early Childhood Care and Education Council

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

PROCLAIMING June 5, 1999 Stand For Children Day in Multnomah County, Oregon

2 Originals to Donna Dengel

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

99 MAY 19 PM 9:04
MULTNOMAH COUNTY
OREGON
CLERK OF COURT

BOGSTAD Deborah L

From: DENGEL Donna
Sent: Friday, May 14, 1999 1:33 PM
To: BOGSTAD Deborah L
Subject: BCC presentation

How does an outside group get on the BCC agenda? June 5th is Stand For Children Day. We have several events planned across the county, especially the Early Childhood Care and Education Council's Baby Day. We would like an official "Stand For Children" proclamation. I was directed to the MINT but those forms are for employees. Although I am an employee, I am coordinating Baby Day as a Council member and those forms do not seem appropriate. I'd appreciate your help.
Donna Dengel

The Early Childhood Care and Education Council of Multnomah County presents

Baby Day is a chance to learn more about your child's amazing development from birth through age three. Discover what babies need from us as they grow.

meet other parents
in your neighborhood

enjoy hands-on activities
with your baby or toddler

talk with experts on health,
safety and much more

learn the latest brain
development information

free gifts and information

all children welcome



Baby Day

The First Years Last Forever

Saturday, June 5, 1999
10 a.m. to 4 p.m.

Six Portland area locations

Mid/East PAL Center, 424 N.E. 172nd Ave.

Southeast Brentwood-Darlington Center, 7211 S.E. 62nd Ave.

Inner Southeast Buckman School, 320 S.E. 16th Ave.

Northeast Lutheran Inner City Ministries, 4219 N.E. MLK Jr. Blvd.

St. Johns Together Program, 9130 N. Woolsey Ave.

West Multnomah Art Center, 7688 S.W. Capitol Hwy.

For further information call: 248-5274

Baby Day is a Stand For Children Day event.
www.stand.org



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming June 5, 1999 Stand For Children Day in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. All children must rely on the adults in their homes, neighborhoods, schools and community for their economic, social, emotional and academic support.
- b. Every member of the community can make a difference in the quality of children's lives. Improving children's lives should be the common ground on which people can come together to improve the quality of community and national life.
- c. The early years of childhood are the optimal time for investing in the human and financial potential of our most vulnerable citizens.

The Multnomah County Board of Commissioners proclaims:

1. June 5, 1999 as Stand For Children Day in Multnomah County, acknowledging the planned events of Baby Day: The First Years Last Forever and Stand For Children Street Fair.
2. With this proclamation we affirm the Stand For Children Pledge.

I believe:

Every child deserves quality childcare, a safe, enriching place to go before and after-school, and a healthy environment.

Every child deserves access to quality, affordable health care.

Every child deserves to attend a school with small classes, high standards and skilled teachers.

Adopted this 27th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

STAND FOR CHILDREN PLEDGE

I believe:

Every child deserves quality child care, a safe, enriching place to go before and after-school, and a healthy environment.

Every child deserves access to quality, affordable health care.

Every child deserves to attend a school with small classes, high standards and skilled teachers.

Stand For Children Day is Saturday, June 5, 1999

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 99-104

Proclaiming June 5, 1999 Stand For Children Day in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. All children must rely on the adults in their homes, neighborhoods, schools and community for their economic, social, emotional and academic support.
- b. Every member of the community can make a difference in the quality of children's lives. Improving children's lives should be the common ground on which people can come together to improve the quality of community and national life.
- c. The early years of childhood are the optimal time for investing in the human and financial potential of our most vulnerable citizens.

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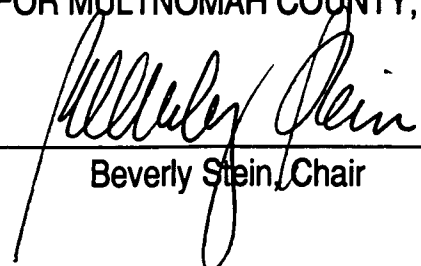
Every child deserves access to quality, affordable health care.

Every child deserves to attend a school with small classes, high standards and skilled teachers.

Adopted this 27th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

MEETING DATE: MAY 27 1999
AGENDA NO: R-4
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Fee change resolution-Chapter 15- Service of Notice Process-resolution 98-86
(P) (4)

BOARD BRIEFING: DATE REQUESTED: As soon as possible
REQUESTED BY: Lt. Brian Martinek
AMOUNT OF TIME NEEDED: 10 minutes

REGULAR MEETING: DATE REQUESTED: As soon as possible
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Investigations

CONTACT: Lt. Brian Martinek TELEPHONE #: (503) 251-2515
BLDG/ROOM #: 313/216

PERSON(S) MAKING PRESENTATION: Lt. Martinek, Sgt. Brett Elliott or Deputy Marshall Ross

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Fee Change resolution to Multnomah County code chapter 15 (P) (4)- Service of notice process.

5/27/99 copies to Lt. Martinek

CLERK OF
COUNTY COMMISSIONERS
99 MAY 19 AM 11:54
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Ross
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF

(503) 255-3600
TTY (503) 251-2484

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Lt. Brian Martinek

DATE: 05/13/99

RE: Fee change resolution to service of notice process fees.

1. Recommendation/Action Requested: Increase of the \$20.00 fee currently charged by the civil process unit for service of notice process. Fee to be increased to \$25.00.

2. Background/Analysis: The Sheriff's office currently charges \$20.00 for service of notice process under the authority of ORS 21.410 and Multnomah county code chapter 15, resolution 98-86 (P) (4). ORS 21.410 also allows for fees to be set at "...not more than \$25.00". Most other counties in Oregon who do process service charge \$25.00. This difference causes confusion to persons who use process services on a regular basis and does not allow the Sheriff's office to adequately cover its costs for the service.

3. Financial Impact: Increase of \$5.00 per service of notice process.

4. Legal Issues: Authority provided by ORS 21.410 and Multnomah County codes, chapter 15, resolution 98-86 (P) (4).
5. Controversial Issues: Non anticipated.
6. Link to Current County Policies: Sheriff's office, Civil unit process procedures only.
7. Citizen Participation: Citizen's currently using process services around the state have given input about our fees not being consistent with other counties. It is not cost effective for them to process a return check from us for the \$5.00 difference when they assume that our fees are the same as other agencies across the state.
8. Other Government Participation: Other counties currently charge \$25.00.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-105

ESTABLISHING FEES AND CHARGES FOR CHAPTER 15, SHERIFF, OF THE
MULTNOMAH COUNTY CODE AND REPEALING RESOLUTION NO. 98-86

The Board of County Commissioners Finds:

Chapter 15, Sheriff, of the Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 15, Sheriff, of the Multnomah County Code are set as follows:

Section 15.002. Fees of Multnomah County Sheriff's Office:

- (A) Record copy request—may include agency reports, accident reports, law enforcement reports, law enforcement deputy file/notebook entries, administrative documents (e.g. memoranda, special orders, etc.) booking records, visitors cards, etc.: \$ 10.00
(1) Additional pages: \$ 2.00 per page
- (2) If the record is on file, the fee charged under section (A) includes a copy of a document five or fewer pages in length.
- (3) The fee charged under section (A) is not refundable, even though the record requested is not on file or otherwise cannot be located.
- (4) The sheriff will not charge the fee as provided in section (A) to an alleged victim of a crime listed on a law enforcement record
- (B) Archive Record Request \$13.00 per ½ hour search time
- (C) Standard File Search: \$35.00 per search
- (D) Custom File Search: Actual costs for programming and computer usage time.

(E)	Administrative Procedures Manual Publications:	\$50.00 per subscription \$25.00 for annual updates
(F)	Filing letter of subrogation:	\$10.00
(G)	Photograph reprinting, per incident/accident:	
	First 4x5 print:	\$ 8.50
	Each additional print:	\$ 0.50
	Other sizes:	\$ 8.00 per request plus actual cost.
(H)	Notary services (see ORS 194.164(1) and OAR 160-100-400):	
	(1) Taking an acknowledgment	\$ 5.00
	(2) Taking a verification upon an oath or affirmation	\$ 5.00
	(3) Certifying a copy of a document:	\$ 5.00
	(4) Witnessing or attesting a signature:	\$ 5.00
	(5) Protesting commercial paper, except a check drawn on an insolvent financial institution	\$ 5.00
	(6) Administering an oath or affirmation, without signature:	\$ 1.00
	(7) Taking a deposition, each page	\$ 1.00
	(8) All other notarial acts not specified in subsections (1) through (7) above:	\$ 1.00
(J)	Tow charge reimbursement:	Cost of Tow
(K)	Video Imaging reproduction:	
	(1) Color image	\$ 8.50
	(2) Black and white image	\$ 6.00
(L)	Video tape reproduction	\$ 45.00
(M)	Audio tape reproduction	\$ 45.00
(N)	Explosives permit approval	\$ 15.00

- (O) Firearms licenses (see ORS 166.291(5))
- (1) Concealed handgun license – new: \$ 65.00
 - (2) Concealed handgun license-duplicate or change of address: \$ 15.00
 - (3) Concealed handgun license-renewal: \$ 50.00
 - (4) Safety education course: \$ 20.00
 - (5) Dealer fee for background check: \$ 15.00
 - (6) The fee required under subsection (5) above shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the sheriff on or after the effective date of Ordinance No. 646. The sheriff shall pursue all appropriate legal remedies upon a failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the sheriff, who shall report to the Board on the sufficiency of the fee to cover the costs of conducting the required checks.

(P)

- Civil Process fee (see ORS 21.410; 23.360(2)) \$ 20.00
- (1) Service upon judgment debtor of court order authorizing sale of residence or property homestead:
 - (2) Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested: \$131.00
 - (3) Seizure and sale of personal property \$130.00
 - (4) Service of notice process: \$ 25.00
 - (5) Enforcement of other writs: \$ 47.00
 - (6) Service of provisional process order: \$ 47.00
 - (7) Processing distraint warrant: \$ 6.25
 - (8) Eviction: \$ 47.00
 - (9) Delivery of writ of garnishment: \$ 9.50
 - (10) Posting premises levied upon with notice of sale: \$ 20.00

(11) Publication of Notice of Sale:	At current publication rate
(12) Mailing of presale notice:	
(13) Posting of after-sale notice:	At current postage rate
	\$ 5.00
(14) Mailing of after-sale notice to judgment debtor:	\$ 4.25

Section 15.105. Application for License (towing services).

Towing – application fee:	\$ 45.00
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Section 15.106. Proof of Insurance Required.

Personal injury/one person	\$100,000.00
Personal injury/one accident or incident	\$300,000.00
Property damage	\$100,000.00
Cargo	\$ 7,500.00

Section 15.110. Denial or Revocation of License.

Towing–reapplication fee:	\$ 35.00
---------------------------	----------

Section 15.111. Renewal of License.

Renewal fee per towing vehicle:	\$ 45.00
---------------------------------	----------

Section 15.112. Notification of Change of Circumstances.

Towing – inspection fee:	\$ 25.00
--------------------------	----------

Section 15.201. Applications. (Wrecker) \$ 15.00

Section 15.306. Secondhand Dealer Permit Fees:

Occasional:	\$ 25.00
Occasional – renewal:	\$ 25.00
All others:	\$150.00
All others – renewal:	\$ 75.00
Temporary	Free

Section 15.401. Liquor license fees:

Original application:	\$100.00
Change in ownership/location/privilege:	\$ 75.00
Renewal	\$ 50.00

Section 15.703. Alarm permit fees:

New robbery or burglary permit:	\$ 12.00
Failure to obtain permit within 30 days of system becoming operative, or delinquency in renewing permit:	\$ 25.00

Section 15.704. Excessive false alarms, fines:

2nd and 3rd false alarms, each:	\$ 50.00
4th and any additional, each:	\$100.00
Late fee (30 days delinquent)	\$ 25.00

Section 15.755. Denial or revocation of license (Adult Entertainment):

Reinstatement application fee for revoked license:	\$ 35.00
----------------------------------------------------	----------

Section 15.757. License Fees and Renewal (Adult Entertainment):

Adult bookstore or adult theater annual license fee:	\$180.00
------------------------------------------------------	----------

Section 15.856. Disposition of Vehicle (Off-Road Vehicles):

Disposition by court:	\$ 50.00
-----------------------	----------

2. Resolution No. 98-86 is repealed, and this resolution takes effect on May 27, 1999.

ADOPTED this 27th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber, Assistant County Counsel

MEETING DATE: MAY 27 1999
AGENDA NO: R-5
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Corbett School District

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Library DIVISION: Community Services

CONTACT: Carolyn Myers TELEPHONE#: 248-5493
BLDG/ROOM#: 317/LIB/C. Myers

PERSON(S) MAKING PRESENTATION: Carolyn Myers

ACTION REQUESTED


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

SUGGESTED AGENDA TITLE:

#9910811 BCC
Intergovernmental Agreement ~~0010501~~ with the Corbett School District
providing support to their school libraries.

5/27/99 originals to Wes Stevens

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
99 MAY 18 AM 8:24

RECEIVED
JUL 15 1999
99 APR 15 PM 1:50
MULTNOMAH COUNTY



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Carolyn Myers, Community Services Director, Library

DATE: April 14, 1999

RE: Intergovernmental Agreement ~~0010501~~ ^{9910811 BSC} with the Corbett School District

1. Recommendation/Action Requested:

^{9910811 BSC}
Request approval of Intergovernmental Agreement ~~0010501~~ with the Corbett School District.

2. Background/Analysis:

This is an intergovernmental agreement with Corbett School District No. 39. This IGA provides five annual payments of \$100,000 to the Corbett School District during the life of the library's five-year levy. The first payment of \$100,000 was made in December 1997 through a budget modification from Commissioner Kelley's office.

With these funds, the Corbett School district will provide:

- Community hours at the High School/Middle School Library and the Grade School Library with access for adults;
- Purchase of books and other materials for children and adults;



- Purchase of computers and other equipment for public use including access to Multnomah County Library's materials through connection to the Library's online catalog and web page.

3. Financial Impact:

Total cost of agreement from December 1997 to June 30, 2002 is \$500,000.00 (five annual payments of \$100,000) Funds will be paid from the 5-year library levy.

4. Legal Issues:

N/A

5. Controversial Issues:

N/A

6. Link to Current County Policies:

The agreement complies with the Library's mission to provide and expand access to the Multnomah County Library system for residents of Multnomah County.

7. Citizen Participation:

N/A

8. Other Government Participation:

N/A

(See Administrative Procedure CON-1)

Contract #: ~~0010501~~

BRC

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

Amendment #:

Department:	Library	Division:	Admin.	Date:	4-01-99
Originator:	Ginnie Cooper	Phone:	85403	Bldg/Rm:	317
Contact:	Wes Stevens	Phone:	85402	Bldg/Rm:	317
Description of Contract:					

Financial grant to Corbett School District No. 39 for school library.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):

RFP/BID:

RFP/BID DATE:

EXEMPTION

EXEMPTION EXPIRATION

ORS/AR

#DATE:

DATE:

#

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☒ NONE (Check all boxes that apply)

REQUIRED SIGNATURES:

Department Manager

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

Purchasing Manager

(Class II Contracts Only)

County Counsel

County Chair

Sheriff

Contract Administration

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	162	080	8501			6050					
02											
03											

INTERGOVERNMENTAL AGREEMENT

~~0010501~~ 9910811

This is an Agreement between Corbett School District No.39 and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE: The County's Library Levy authorized the provision of up to \$500,000 over a five year period to the District to enable it to expand the Corbett area community library program. The purpose of this Agreement is to establish the mutually agreed upon uses and programs the District will implement with the levy money and the terms and conditions upon which the funds are provided to the District. This information is generally addressed in a letter dated March 8, 1999 from Carolyn Myers to Nancy Caldwell, which is attached as Exhibit 1.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from December 1, 1997 to June 30, 2002.

2. **RESPONSIBILITIES OF THE DISTRICT.** The District agrees to:

A. Use the funds provided under this Agreement only for the following purposes:

- i. To provide for additional community hours at all District libraries with open adult access. The District shall advise the County in writing within 30 days of receipt of the annual payment, of the District's proposed use of these funds to meet this requirement. The District can establish compliance with this requirement by providing the County verification of the hours and days the community access will be available.
- ii. To purchase books, materials, computers and other equipment to enhance the District's Library's community access goals
- iii. To gain access to the County Library's online catalog and web page.

B. Maintain complete financial records of all acquisitions, of items or services, or any other uses by the District of the funds provided under this Agreement. The District shall keep these records for three years after the termination of this Agreement.

C. Implement a plan subject to County approval for the collection and return of any County Library Materials used by the District or the District's patrons.

3. **RESPONSIBILITIES OF COUNTY.** The County agrees to pay the Corbett School District No. 39 up to \$100,000.00 per fiscal year for the life of the contract. Total amount to be paid over the life of the contract shall not exceed \$500,000.00.

Proposed Payment Schedule:

December	1997	\$100,000.00 (already paid)
May	1999	\$100,000.00
December	1999	\$100,000.00
December	2000	\$100,000.00
December	2001	\$100,000.00

4. **FUNDS AVAILABLE.** In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and contract funding accordingly.

5. **TERMINATION** This agreement may be terminated by either party upon 30 days written notice.

6. **INDEMNIFICATION.**

Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 Corbett School District No. 39 shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Corbett School district No. 39, its officers, employees and agents in the performance of this agreement.

7. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties and includes the attached Exhibit, however, if there is a conflict this Agreement shall control over the Exhibit. This Agreement may be modified or amended only by the written agreement of the parties.

13. ADDITIONAL TERMS AND CONDITIONS:

- a. the attached Exhibit 1.
- b.
- c.
- d.

MULTNOMAH COUNTY, OREGON

By 
Ginnie Cooper

Title Director of Libraries

Date 4-15-99

CORBETT SCHOOL DISTRICT NO. 39

By _____

Title _____

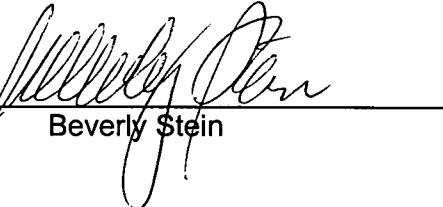
Date _____

Reviewed:

TOM SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By 
Assistant County Counsel
Matthew O. Ryan

MULTNOMAH COUNTY

BY 
Beverly Stein

Title: County Chair

Date May 27, 1999

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 5/27/99
DEB BOGSTAD
BOARD CLERK

IGA 0010501 9910811 BCL
Exhibit 1

**MULTNOMAH COUNTY
LIBRARY**



205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: (503)248-5402 • FAX: (503)248-5441

Ginnie Cooper, Director of Libraries

March 8, 1999

Nancy Caldwell
Corbett School District No. 39
35800 E. Historic Columbia River Highway
Corbett, OR 97019-9629

Dear Nancy:

This letter will outline our understanding for the money to be received by the Corbett School District from the Multnomah County Library and funded by our five year operating levy (1998-2002).

The key elements are as follows:

- \$100,000 was paid to the Corbett School District in December of 1997; future payments will be made annually in 1999, 2000, 2001 and 2002.
- If the Library's budget changes due to action by the Board of County Commissioners or a vote of the electorate, the amount given to the Corbett School District may change.
- Since payment for work under this agreement extends into future fiscal years, the County's obligation to pay for such work is subject to approval of future appropriations to fund this agreement by the Board of County Commissioners.

In exchange for these funds, the Corbett School District will provide:

- Community hours at the High School/Middle School Library and the Grade School Library with access for adults;
- Purchase of books and other materials for children and adults;
- Purchase of computers and other equipment for public use including access to Multnomah County Library's materials through connection to the Library's online catalog and web page.

I'm delighted that we are able to work together to provide these services for Corbett residents. Please indicate your agreement with this letter of understanding by signing where indicated below and returning a copy to me. Once a copy is returned, we will proceed with the execution of the Intergovernmental Agreement.

Sincerely,

Carolyn M. Myers

Carolyn Myers
Community Services Director

Carolyn M. Myers

Carolyn Myers
Multnomah County Library

3/9/99

Date

Nancy Caldwell

Nancy Caldwell
Corbett School District

03/23/99

Date

MEETING DATE: MAY 27 1999
AGENDA NO: R-6
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant Notice of Intent, HUD Continuum of Care Supportive Housing Program

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

REGULAR MEETING: DATE REQUESTED: May 27, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCFS DIVISION: DCPP

CONTACT: Mary Li TELEPHONE #: ext 26787
BLDG/ROOM #: 166/5

PERSON(S) MAKING PRESENTATION: Lorenzo Poe, Mary Li, Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent Approval Request – Stewart B. McKinney Act (HUD Continuum of Care Supportive Housing Program Application.)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Poe ms

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 PM 6:24
MULTIOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Memorandum

TO: Board of County Commissioners
FROM: Mary Li, Senior Division Manager
Division of Community Programs and Partnerships
VIA: Lorenzo T. Poe, Jr., Director *Lorenzo Poe mls*
Department of Community and Family Services
DATE: May 18, 1999
SUBJECT: Notice of Intent to Apply for federal HUD Continuum of Care Supportive Housing Program funds for persons who are homeless

I. **Recommendation/Action Requested:** DCFS recommends that the Board of Commissioners approve the Notice of Intent to apply for a renewal of eight federal grants under the Stewart B. McKinney Act. The program is funded by the U.S. Department of Housing and Urban Development (HUD). A Consolidated Application is being submitted to HUD, consistent with the recommendations of the Housing and Community Development Commission (HCDC). The application will consist of eight project renewals, several of which, if awarded, will come to the County. The renewal period is for up to three years. The renewal grants, if awarded, may be renewable. A copy of the federal Notification of Funding Availability and the *Continuum of Care Application-1999*, are on file in DCFS.

II. **Background Analysis:** The goal of the application is to fund gaps in the continuum of care for homeless families, singles, youth, and households homeless due to domestic violence. The emphasis in the federal grant announcement is for each community to clearly identify an appropriate continuum of care for homeless persons and to use this funding opportunity to seek resources to fill the gaps in that continuum. The consolidated application is designed to fill those identified gaps. The process used this year to determine components of the application was the same process as used last year. Multnomah County and the City of Portland requested the Housing and Community Development Commission (HCDC) guide the process for identifying gaps in the network of homeless services and make recommendations for specific projects to be included in the application. While Multnomah County is coordinating and submitting the application, not all of the components will have funding come through the County. Eight projects are requesting renewal grants. Of these eight projects, four would be awarded to Multnomah County and contracted out to existing non-profit providers associated with the DCP. These four renewal projects are:

- FAMILIES (scattered site transitional housing and services for homeless families), 1-year grant,
- DOMESTIC VIOLENCE (scattered site transitional housing and services for survivors of domestic violence), 2-year grant,
- SINGLES-Housing (short-term transitional housing for homeless singles), 2-year grant,
- YOUTH (scattered site and group housing and services for homeless youth), 2-year grant,

The other four renewal projects are:

- RICHMOND PLACE (facility-based transitional housing and services for homeless families), Grant award to Housing Authority of Portland, 3-year grant,
- SINGLES-Special Needs (services for homeless singles), Grant award to City of Portland, 2-year grant,
- SHORELINE (services for homeless singles who live in facility) Grant award to Central City Concern, 3-year grant,
- JEAN'S PLACE (facility-based transitional housing and services for homeless women) Grant award to HAP, 3-year grant.

In a second tier of requests, five projects requesting less than 3-year renewals in the above list, are requesting additional grants to fill out the permitted 3-year term. Also, a new project was placed at the bottom of the second tier: YOUTH TRANSITIONAL LIVING (facility-based transitional housing and services for homeless youth), grant award to New Avenues & Outside Inn, 3-year grant. It is not anticipated that the second tier of requests will be funded.

- III. Financial Impact:** The Consolidated Application, first tier, will be for approximately \$3.4 million for supportive services, leasing of transitional housing, and partial operations costs for existing transitional housing facilities. Approximately \$1.7 million of that is for projects to be administered by Multnomah County. Administrative costs (specifically for grant accounting and reporting) are included subject to a 5% cap on funds for each project. Multnomah County would receive the 5% for the projects which it will be administering.
- IV. Legal Issues:** None known
- V. Controversial Issues:** Local need for homeless projects is greater than the projected available HUD funds. Under the current application process, Multnomah County is asked to propose priorities and cost reduction strategies for County projects. This problem will be more severe in future years. The HCDC McKinney Committee, after considerable discussion over several meetings, decided not to allow a cost of living increase for any project, to request 100% 3-year funding for facility projects and only 95% 2-year funding for scattered site housing and service projects. The FAMILIES project requested only a 1-year funding while the project is in a planning process. The planning process for homeless FAMILIES is scheduled to conclude this fall with a presentation of priorities and funding strategies for local governments and funders. After hearing the committee report, the HCDC endorsed the committee recommendations as presented at the May meeting.
- VI. Link to Current County Policies:** The Housing and Community Development Commission (HCDC) is the Countywide citizen's body charged to advise the City of Portland, the City of Gresham, and Multnomah County on policy matters related to low and moderate income housing needs. Consistent with the County response to the Housing Audit, the City of Portland and Multnomah County requested the HCDC to convene a committee to guide the planning and decision making for this application. The committee action lead to the full HCDC approving the Continuum of Care and recommended projects for this Consolidated Application to HUD. The application is consistent with the current Consolidated Plan. The requests for the singles system are compatible with the Shelter Reconfiguration Plan. The singles requests conform to the County action assigning responsibility for the homeless singles system to the City of Portland and responsibility for the systems for homeless domestic violence, homeless families, and homeless youth to Multnomah County.
- VII. Citizen Participation:** A committee was appointed by the Housing and Community Development Commission and was composed of representatives of elected officials from Multnomah County and the City of Portland, representatives of non-profit homeless services providers, and a representative of the business community, the faith community, the Community Action Commission, the United Way and a formerly homeless individual. A public hearing was held to solicit information about the needs of homeless populations. Public testimony was received in writing and verbally at the five meetings of the committee leading to the recommendations for this grant application.
- VIII. Other Government Participation:** The City of Portland, Bureau of Housing and Community Development, and Multnomah County, Department of Community and Family Services, requested the Housing and Community Development Commission to coordinate the process for prioritizing needs and projects for this application for service to homeless people in Multnomah County, the City of Gresham, and the City of Portland. The HCDC appointed committee, and the City of Portland BHCD were instrumental in working with this Department to establish the funding priorities for this application.

Estimated Filing Timeline: Grant proposals must be received by HUD, Washington DC by the close of business on June 2, 1999.

MEETING DATE: MAY 27 1999
AGENDA NO: R-7
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant Notice of Intent, Safe Start Initiative

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

REGULAR MEETING: DATE REQUESTED: May 27, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCFS DIVISION: _____
CONTACT: Chiquita Rollins TELEPHONE #: ext 27806
BLDG/ROOM #: 166/250

PERSON(S) MAKING PRESENTATION: Chiquita Rollins, Judy Robison

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent Approval Request - Safe Start Initiative

CLERK OF
COUNTY COMMISSIONERS
99 MAY 19 PM 12:35
MULTI-COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lolenz Poe m18

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

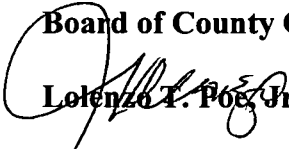
Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM:  Lorenzo T. Poe Jr., Director
RE: Grant Notice of Intent
DATE: May 27, 1999

I. Recommendation/Action Requested: Approval of the NOI to apply for funding for the Safe Start Initiative funding by the United States Department of Justice/Office of Juvenile Justice and Delinquency Prevention.

II. Background/Analysis: This grant opportunity provides funding for the purpose of enhancing systems response to children age 0-6 who have been exposed to, witnessed, or been victims of family or community violence. The project goal is to create a holistic approach to prevent and reduce the harmful effects of exposure to violence on young children by improving access to, delivery of, and quality of services to children and responding to the needs of children and their families at any point of entry into relevant systems.

It is the intent of the Department of Community and Family Services to act as the applicant organization for this funding. Additional Multnomah County Departments involved in the partnership include Health and Juvenile Justice. The first 12 month Phase of the funding is for planning and systems design which requires collaboration with a myriad of government entities, advisory boards, and community based providers. These activities have been initiated in order to complete the proposal.

This Initiative is a five year project requiring participation in a national cross-site evaluation. Maximum award is \$670,00 a year after the first twelve month period. Awardees will receive only \$250,000 for the first year for completion of the planning Phase. If the deliverables required in the planning Phase are approved, the remainder of the funding will be approved. Application deadline is June 14, 1999.

III. Financial Impact: Initial funding is for one year with a possibility of continuation funding up to four additional years. There is no requirement for County match.

IV. Legal Issues: None are anticipated. If any should arise during the course of the project, the Department will work with County Counsel to resolve them.

V. Controversial Issues: None

VI. Line to Current County Policies: This proposal supports County Benchmarks related to early childhood development and domestic violence prevention.

VII. Citizen Participation: During the planning Phase of this Initiative, a wide variety of community based organizations will participate as advisers, researchers, and collaborators. Many have indicated their intent to sign a collaborative application agreement which is transmitted with the grant proposal

VIII. Other Government Participation: It is anticipated that a variety of multi-jurisdictional government relationships will result from participation in the planning Phase of this Initiative.

Meeting Date: MAY 27 1999
Agenda No: R-8
Est. Start Time: 10:10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the **Planning Commission's** decision on **ZC 1-98 & PR 1-98** and requesting a **DeNovo Hearing** date of June 1, 1999.

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

REGULAR MEETING Date Requested: May 27, 1999
 Amt. of Time Needed: 5 minutes

DEPARTMENT: DES **DIVISION:** Land Use Planning
CONTACT: Tricia Sears **TELEPHONE:** 248-3043
 BLDG/ROOM: 455 / 116

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the **Planning Commission's** decision regarding a **Denial** of ZC 1-98 & PR 1-98; a request for a zone change and plan revision to alter the existing zoning of the subject tract from Exclusive Farm Use to Rural Residential.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: KB Lou E. Chickles

99 MAY 19 AM 11:21
HILLINGDALE COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



BOARD HEARING OF MAY 27, 1999

TIME 9:30am

CASE NAME: Request for a Zone Change and Plan Revision to change the zoning of a tract from Exclusive Farm Use (EFU) to Rural Residential (RR). **NUMBER:** ZC 1-98 and PR 1-98.

1. Applicant Name/ Address:

Frank Walker
37708 Kings Valley Highway
Philomath, OR 97370

2. Property Owner Name/ Address:

Jack and Marilyn Stafford
4046 SE 302nd Avenue
Troutdale, OR 97060

Action Requested of Board

☐ Affirm Hearings Officer Decision

☒ Hearing/Rehearing

Scope of Review

☐ On The Record

☒ De Novo to be scheduled

New information allowed

3. Action Requested by Applicant:

Request for approval of a Zone Change and Plan Revision to change the existing zoning of the subject tract from Exclusive Farm Use (EFU) to Rural Residential (RR).

3. Planning Staff Recommendation

Denial of the request for a Zone Change, ZC 1-98, and Plan Revision, PR 1-98, to change the existing zoning of the subject tract from Exclusive Farm Use (EFU) to Rural Residential (RR). The Staff recommended decision was issued by the Planning Commission as a denial on May 3, 1999.

4. Planning Commission Decision

The Planning Commissioner's Decision, a denial of the request for a Zone Change and Plan Revision, was signed by John Ingle, Chair, of the Multnomah County Planning Commission on May 3, 1999. The Decision was mailed to the required parties on May 4, 1999. The property owner and the applicant submitted the Notice of Review on May 12, 1999. These cases, ZC 1-98 and PR 1-98, will be reviewed by the Board of County Commissioners at a De Novo hearing at a date and time to be established.

5. If recommendation and decision are different, why?

The Staff recommendation for the denial of the request to change the zoning of the subject tract was upheld by the Planning Commissioner's Decision on May 3, 1999.

6. Issues:

The Planning Commission adopted by reference the findings contained in the April 26, 1999 Staff Report as its own. The Staff and Planning Commission state that the applicant has not carried the burden of proof required under MCC 11.15.290.

7. Do any of these issues have policy implications? Explain.

Staff is required to make findings of compliance with the criteria for Zone Change and Plan Revision under the Multnomah County Code, the Multnomah County Comprehensive Plan, the Oregon Statewide Planning Goals, the Oregon Administrative Rules, and the Oregon Revised Statutes. The Staff and Planning Commission conclude that the applicant has not met the burden of proof of the required criteria.



DEPARTMENT OF ENVIRONMENTAL SERVICES
LAND USE PLANNING DIVISION
1600 SE 190th Avenue
Portland, OR 97233 (503) 248-3043

Planning Commissioners' Decision

This decision concerns a public hearing that considered the land use cases cited and described below.

Case Files: ZC 1-98 and PR 1-98

Scheduled Before: Multnomah County Planning Commissioners:
Patrick Brothers, Laurie Craghead, Tim Crail,
Chris Foster, John Ingle, Daniel Kearns,
Dave Kunkel, John Rettig, and Nancy Wilson.

Hearing Date, Time, & Place: Monday, May 3, 1999; at 6:30 PM, or soon thereafter.
1600 SE 190th Avenue, Columbia Room
Portland, OR 97233

What: Request for a Zone Change and Plan Revision to change the existing zoning of the subject parcels from Exclusive Farm Use (EFU) to Rural Residential (RR).

Where: 4046 SE 302nd Avenue.
Township 1 South, Range 4 East, WM, Section 8,
Tax Lots 5, 6, 11, 12, and the north half of Tax Lots 7 and 10.
State ID Map: 1S4E08CC 100 and 300.
Tax Account R#75170-1340 and R#75170-0570.
See attached map.

Who: *Applicant:* Frank Walker
37708 Kings Valley Highway
Philomath, OR 97370

Property Owner: Jack and Marilyn Stafford
4046 SE 302nd Avenue
Troutdale, OR 97060

Zoning: The existing zoning of the site is Exclusive Farm Use (EFU).

**DECISION RECOMMENDED BY THE
PLANNING COMMISSIONERS OF MULTNOMAH COUNTY, OREGON:**

In the matter of the adoption of amendments to the Multnomah County Zoning Ordinance by the Multnomah County Board of Commissioners regarding the request for the Zone Change, ZC 1-98, and Plan Revision, PR 1-98, for the subject tract for the proposed change in zoning from Exclusive Farm Use (EFU) to Rural Residential (RR), the Planning Commission denies the request. The Planning Commission finds the land use applications do not carry the burden of proof to meet the applicable approval criteria.

The Multnomah County Planning Commission finds:

- 1) The applicant has provided an inadequate analysis of adjacent uses occurring on adjacent tracts and of adjacent tracts (as in the land). Staff's analysis demonstrates the subject tract and adjoining tracts include High-Value Farmland. Most of the adjacent tracts are zoned EFU, in Farm Deferral tax accounts, and have average tract sizes exceeding 20 acres. Staff has provided a chart on page 17 of the Staff Report, dated April 26, 1999, that summarizes this information.
- 2) It is the applicant's burden to demonstrate, in accordance with MCC 11.05.290 Burden of Proof, that the subject tract, and not just the area being requested for the Zone Change and Plan Revision, cannot be practicably put to uses authorized under Goal 3. The list under Goal 3 (OAR 660-33-120 Uses on Agricultural Lands) is a demanding and exhaustive list of uses for which the applicant must demonstrate as impracticable uses for the subject tract. It is also the burden of the applicant to demonstrate that no land use conflicts will be created, the land use pattern will not be destabilized, and that public services will be available to those areas [MCC 11.05.290 (A)(3)]. Further, the applicant attempts to show farm use is impracticable while stating that farm uses occur on the subject tract. The subject tract currently includes farm uses and the applicant has indicated that the site could accommodate other crops on the tract. The applicant also stated that nursery stock and livestock were prior uses on the tract.
- 3) The proposed zone change would result in land zoned for Rural Residential use. A primary use allowed in the RR zone is single-family residential development on 5-acre parcels. The area proposed for rezoning from EFU to RR includes lands with slopes in excess of 20%. The applicant narrative submitted April 6, 1999 via fax, describes "steep slopes" and a "Geologic Hazard Zone" for the subject tract. The applicant submitted a map entitled "Figure 4 Detailed Topographic Analysis" that shows areas of the subject tract with slope greater than 20%. Staff used soil maps, the Slope Hazard Map, and the Soil Survey of Multnomah County, OR as resources for slope determinations of the subject tract and adjacent tracts. Multnomah County's Comprehensive Plan Policy #14, Developmental Limitations, states that development shall be directed away from areas with slopes exceeding 20%. Staff has provided a response to Policy #14 in this Staff Report. Staff states that if the subject tract contains geologically limiting factors such as a stream, a ravine, steep slopes, and heavy vegetation ("helps stabilize the steep slopes and should be retained" according to the applicant), then it is illogical to conclude the parcels would be better served by being zoned with a designation that allows a five acre minimum lot size and single-family residential development. It is also worthy to note that even if a portion of the tract were demonstrated to be unfarmable, retention of the land in open space is consistent with Goal 3, and clearly would have no impact on the ability to use the remainder of the parcel for uses allowed under Goal 3.
- 4) The applicant has argued that traffic in the area has resulted in conflicts with farm uses. Staff notes that the applicant argument actually substantiates Staff's reasons for denial. Staff states that additional residential development would exacerbate the traffic problems cited by the applicant and would necessitate additional access across High-Value Farmland. Comprehensive Plan Policy #34, Trafficways, includes an analysis of traffic impacts and concerns.

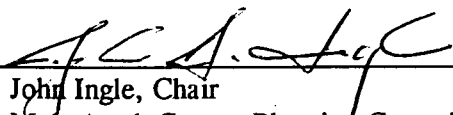
- 5) Jon Jinings of the Department of Land Conservation and Development submitted a letter of comment on the proposed rezone of the subject tract from EFU to RR. Mr. Jinings states, "In conclusion, it is difficult to envision a situation where nearly twenty acres comprised of productive agricultural soils can not be managed for farm use as described in ORS 215.203, particularly when that property is receiving farm tax deferral and is nearly surrounded by land planned and zoned for exclusive farm use. The applicants' submittal fails to demonstrate that the subject property is 'irrevocably committed' to rural residential uses. We are concerned that approval of the subject proposal would set an erroneous precedent and prompt other property owners to come forward with similar proposals to the detriment of the agricultural land base. We recommend that the Planning Commission uphold staff's recommendation and allow the property to retain its EFU zoning."
- 6) In conclusion, the applicant has not carried the burden of proof required under Section 11.05.290. Subsection (B) of MCC 11.05.300 states, "A quasi-judicial plan revision considered denied under subsection (C) of MCC 11.05.190 shall be transmitted to the board with summary findings stating that the burden under MCC 11.05.290 has not been carried."

It is hereby resolved:

That the Multnomah County Planning Commission hereby denies the proposed Zone Change, ZC 1-98, and Plan Revision, PR 1-98, a request to change the subject tract from the current established zoning of Exclusive Farm Use (EFU) to Rural Residential (RR). The Planning Commission adopts by reference the findings contained in the April 26, 1999 Staff Report as its own. This decision will be put on the next available Consent Agenda of the Multnomah County Board of Commissioners.

DENIED this 3rd day of May, 1999.

By


John Ingle, Chair
Multnomah County Planning Commission
Multnomah County, Oregon

Notice

The Planning Commissioners' Decision detailed above will become final unless an appeal is filed within the 10-day appeal period that starts the day after the notice is mailed. If the 10th day falls on a Saturday, Sunday, or a legal holiday, the appeal period extends through the next full business day. If an appeal is filed, a public hearing will be scheduled before the Board of County Commissioner's pursuant to Multnomah County Code Section .8205 and in compliance with ORS 197.763. To file, complete a Notice of Review, and submit it to the Multnomah County Land Use Planning Division Office, together with a \$530.00 fee and supplemental written materials (as needed) stating the specific grounds, approval criteria, or standards on which the appeal is based. To review the applications file(s), obtain appeal forms, or other instructions, call the Multnomah County Land Use Planning Division at (503)-248-3043, or visit our offices at 1600 SE 190th Avenue, Portland, OR 97233 (hours: 8 a.m. to 4:30 p.m., Monday through Friday).



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

11#
ZONING

530.00

NOTICE OF REVIEW

TOTAL 530.00
0000-001 5/12/99
0036 TRICIA12:35PM

1. Name: Stafford , A. , Jack
Last Middle First
2. Address: 4046 S.E. 302nd Ave. , Troutdale , Oregon 97060
Street or Box City State and Zip Code
3. Telephone: (503) 665 - 5901

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.)?

Denial of a Comprehensive Plan Amendment and Zone Change

6. The decision was announced by the Planning Commission ~~Planning Commission~~ on May 3 , 19 99

7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?

Property Owner

8. Grounds for Reversal of Decision (use additional sheets if necessary):

The Planning Commission limited testimony to only 20 minutes for an application that required over 2 years to prepare. The fees for the application were several thousand dollars. The case could not be adequately presented in the time allotted. The Planning Commission imposed a standard requiring that we demonstrate the site was impossible to farm rather than impracticable to farm. The P.C ignored substantial testimony from neighbors and area farmers regarding the lack of suitability of this site for farming.

9. Scope of Review (Check One):

- (a) ☐ On the Record
- (b) ☐ On the Record plus Additional Testimony and Evidence
- (c) ☒ 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*.

The Staff and the Planning Commission insisted that we demonstrate that all uses permitted by Goal 3 be impossible rather than impractical. OAR 660--04-025(3) states "It shall not be required that local government demonstrate every use allowed by the applicable goal is impossible." The Staff listed 38 uses permitted by the goal and expected a "demanding" standard pursuant to the Sandgren Case (LUBA 454 1995). There simply was not adequate time to address these factors and all other criteria. Under "other relevant factors" we introduced the practical difficulty of intent to make profit on a net farmable acreage of 6-7 acres and this was immediately rebutted by Staff by selectively citing OAR 660-05-010(6).

(CONTINUED ON ATTACHED PAGE)

Signed: *Paul J. Walker* Date: 5/11/99
AGENT FOR JACK STAFFORD

For Staff Use Only

Fee:

Notice of Review = \$530.00

Received by: _____ Date: _____ Case No. _____

Jack Stafford Appeal Continued

#10. Continued

This rule has two component parts and the Staff and Planning Commission only focused on the first part which reads as follows:

"Notwithstanding the definition of "farm use" in ORS 215.203(2) (a), profitability or gross farm income shall not be considered in determining whether land is agricultural land or whether Goal 3 "Agricultural Land" is applicable."

This would appear to negate all of the testimony provided that the site could not be profitably farmed.

The second part of 660-05-010 (6) reads as follows:

"However, profitability or gross income is a factor in determining whether a farm operation is part of the commercial agriculture enterprise, as stated in subsection 660-05-015(6) (b). "

This part of the equation was totally ignored by the Staff and Planning Commission but was the foundation of the property owner's argument concerning impracticability of farming. This rule allows local governments to evaluate commercial (intent to make profit) agricultural operations based on types of products produced, value of products sold, farming practices and marketing practices.

The property owner provided factual evidence that the nursery stock operation was not profitable based on the above-referenced factors. This property has many site characteristics that render it impracticable for resource use including but not limited to: steep slopes, odd configuration, poorly drained soils, small field size, geologic hazard areas and soil disease but the factor most relied upon by the property owner is that he could not make a profit raising the crops he had traditionally grown and that are customary for the commercial farm enterprise of the area.

It was suggested that the land be converted to timber but the dominant soils series (Powell silt loam) has no site index rating for timber.

The applicant needs additional time to present testimony regarding the farm enterprise of the area but more importantly the commercial farm enterprise of the area. A comparison of this site with commercial farm enterprises in the area clearly demonstrates that it is impracticable to farm this site and adapt it to other uses allowed by the goal.

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Wednesday, May 26, 1999 4:47 PM
To: SEARS Tricia R
Cc: FARMER Stuart L
Subject: RE: ZC 1-98/ PR 1-98

Did you also advise him to include a statement in his written correspondence to the Board advising he and his client agree to waive the 120 day rule in order to accommodate their request for continuance? I will definitely let you know as soon as I get something . . . thanks!

-----Original Message-----

From: SEARS Tricia R
Sent: Wednesday, May 26, 1999 3:34 PM
To: BOGSTAD Deborah L
Cc: FARMER Stuart L
Subject: ZC 1-98/ PR 1-98

Hi Deb-

Pursuant to Stuart's phone call to you, I have left a phone message with the applicant representative, Frank Walker, of the ZC 1-98/ PR 1-98 cases. He is the person who faxed me, rather than the BCC, to request the continuance of the BCC hearing. As conveyed to me via Stuart from you, I have directed the applicant rep to contact the BCC via the fax # you provided. Given the short time line to the scheduled mtg and the fact that I did not speak with the applicant rep in person, I would be most appreciative if you would notify me (via Stuart or whatever you feel is appropriate) if and when you receive a request from Mr. Walker, and if and when the request for continuance is granted prior to the June 1 hearing.

Thank you. TRICIA #2-9152

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Wednesday, May 26, 1999 5:15 PM
To: SEARS Tricia R
Cc: FARMER Stuart L; FORD Carol M
Subject: ZC 1-98/PR 1-98 appeal

Importance: High

I have a dilemma in that I cannot get in touch with Mr. Walker tonight to confirm the requested de novo hearing date. I did speak to the Staffords and they agree that June 1st is too soon, so I am not going to put the de novo hearing on Tuesday's agenda - which I have to get out before I go home tonight. They advised any time in July would work for them, but Mr. Walker has a family reunion to attend and they don't know which week he will be gone. I need to know the requested hearing date before 9:30 Thursday so when we get to R-8 on the agenda I can have the Board move the correct date instead of June 1st (**Stuart and I discussed 10:30 on Tuesday, July 20, 1999**). I left Mr. Walker a lengthy message on his voice mail, so I am hoping he will get back to me before 9:30. If you hear from him while I'm in the Boardroom, feel free to call me @ 66910. Thanks!!

Deb Bogstad

Multnomah County Board Clerk

(503) 248-3277

MAY 26 '99 11:45 AT&T FAX 9022FX

P.2

FRANK WALKER & ASSOCIATES

37708 Kings Valley Highway
Philomath, Oregon 97370(541) 929-5743
(541) 929-5749 FAX

May 26, 1999

Tricia R. Sears
Multnomah County Planning
Department of Environmental Services
Land Use Planning Division
1600 S.E. 190th Avenue
Portland, OR 97233

Re: Case File AC 1-98 and PR 1-98

Dear Ms. Sears:

My client needs additional time to prepare for the Board of Commissioners Public Hearing scheduled for Tuesday, June 1, 1999. We will appear at the June 1, 1999, hearing to provide oral testimony; however, the purpose of this letter is to request a time certain continuance to submit written findings of fact. We would like to set this continuance date to July 13, 1999. I will be unavailable for July 20, 27, and August 3, 1999.

If the continuance is not granted, we would then request that the record be left open until July 13, 1999, so that the written findings can be submitted.

In addition, Mr. Stafford would like the Board of Commissioners to conduct a site visit prior to making their decision rather than depending upon aerial photographs and other maps which do not adequately portray the property's limitations for commercial farming. We feel that a site inspection of the property is critical in this case.

Could you please bring all of the exhibit materials to the hearing, including the slides that you brought to the last hearing. I will be glad to help you put them up prior to the hearing so that the hearing can proceed without interruption.

Please feel free to contact me if you have any questions

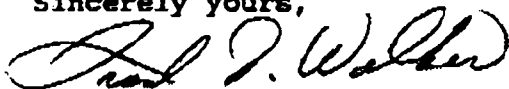
MAY 26 '99 11:47 AT&T FAX 9022FX

P.3

May 16, 1999
Tricia Sears
Page 2

regarding the above requests.

Sincerely yours,



Frank D. Walker
Land Planning and Development Consultant

FDW/jw

cc: Jack Stafford

FRANK WALKER & ASSOCIATES

37708 Kings Valley Highway
Philomath, Oregon 97370

(541) 929-5743
(541) 929-5749 FAX

May 27, 1999

FAX TO: Board of County Commissioners
Multnomah County

FROM: Frank Walker

RE: Case Files PR/98 and ZC/98
Jack Stafford

Thank you for rescheduling the hearing to August 17, 1999. I understand that Mr. Stafford has spoken to you regarding that date and that it meets with his approval as well. Please contact me if you have any questions.

I look forward to working with the staff on this case.

FDW/jw

cc: Jack Stafford

MEETING DATE: MAY 27 1999
AGENDA NO: R-9
ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Vacation of Road Purpose Easement

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

REGULAR MEETING: DATE REQUESTED: May 27, 1999
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Harold Lasley/John Dorst TELEPHONE #: Ext. 83599
BLDG/ROOM #: 455/202

PERSON(S) MAKING PRESENTATION: John Dorst - Engineering Services Administrator

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution: Initiation of County Road Vacation Proceedings: (relinquishing interest of Multnomah County in a certain portion of S.E. Burnside Road)

5/27/99 copies to John Dorst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Lance Nicholas

CLERK
COUNTY COMMISSIONERS
99 MAY 19 PM 12:54
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
DIANE LINN • DISTRICT 1 • 248-5220
SERENA CRUZ • DISTRICT 2 • 248-5219
LISA NAITO • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213

SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., Director/Dept. of Environmental Services

DATE: May 19, 1999

RE: Initiation of Vacation Proceedings for Road Purposes Property

I. Recommendation/Action Requested:

The Transportation Division recommends approval of the Resolution, authorizing the County to vacate a public road purpose property pursuant to ORS 368.341. This property is no longer needed by the County.

II. Background/Analysis:

This property was acquired in conjunction with improvements made to SE Burnside Road, adjacent to its intersection with SE Fariss Road, County Road No. 4455. The improvements to Burnside Road were completed in 1985. In 1995, SE Fariss Road was transferred to the City of Gresham. The City of Gresham has subsequently vacated this portion of SE Fariss Road. The vacated portion of SE Fariss Road and this easement area are part of a subdivision created by Parker Development NW, Inc.

The County property was never developed for road purposes. Further, the County has already quitclaimed its interest in the property to Parker Development NW, Inc. Prior to the recent discovery that this particular property was still under County road jurisdiction, it was thought to have been transferred to Gresham as part of SE Fariss Road. This vacation reconciles the record and allows for the Parker Development NW, Inc. project to proceed.

III. Financial Impact:

None

IV. Legal Issues:

None foreseen. ORS 368.341 provides for County initiated road vacations. City of Gresham must approve proposed transfer, pursuant to ORS 368.361(3).

V. Controversial Issues:

There are no controversial issues related to this proposal.

VI. Link to Current County Policies:

VII. Citizen Participation:

Multnomah County will comply with the notice and hearing requirements of ORS 368.346 and ORS 368.401.

VIII. Other Government Participation:

This vacation will become final when the City of Gresham, by resolution or order, concurs with the findings of the County governing body regarding the vacation proceedings.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-106

INITIATION OF PROCEEDINGS TO VACATE A PORTION OF S.E. BURNSIDE ROAD,
AND SET A HEARING DATE

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired fee title to a certain parcel of land by a Warranty Deed recorded on August 15, 1983 in Book 1684, Page 1924, Multnomah County Deed Records, as part of a construction project. Multnomah County no longer requires the use of this parcel of land. The property is described as follows:

“A parcel of land situated in the Northeast One-quarter of Section 4, Township 1 South, Range 3 East of the Willamette Meridian, being described as follows:

Beginning at the Initial Point of ERICKSON HEIGHTS, as platted and recorded in Book 1201, Page 30, Multnomah County Plat Records, Multnomah County, Oregon; thence along the northerly right-of-way line of S.E. Fariss Road (#4455) S89°50'45"W, 98.16 feet; thence departing from said northerly line along the arc of a 50.00 foot radius curve to the right (the long chord of which bears N31°44'10"E, 44.07 feet), an arc distance of 45.64 feet to a point on the southerly right-of-way line of S.E. Burnside Road, 60.00 feet (when measured at right angles to the centerline of said S.E. Burnside Road); thence along said southerly right-of-way line S68°55'30"E, 83.34 feet to the Northeast corner of said ERICKSON HEIGHTS; thence S21°04'30"W, 7.77 feet to the point of beginning.
Containing 1,957 square feet, more or less.”

- b) The above described property was acquired by the County in conjunction with the re-construction of a portion of S.E. Burnside Road.
- c) Parker Development N.W. Inc. has purchased Multnomah County's interest in the above described property through a Quitclaim Deed.
- d) Vacation of the County right-of-way interest in this property serves the public interest.
- e) Easements will be provided for utilities that may exist within this parcel.
- f) ORS 368.326 to 368.426 authorizes the County to initiate vacation proceedings of County right-of-way when it is no longer needed for road purposes.

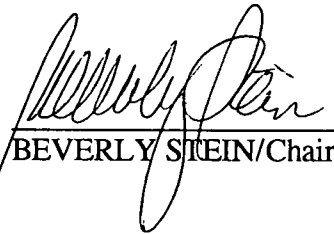
The Multnomah County Board of Commissioners Resolves:

1. To initiate vacation proceedings for the above described portion of S.E. Burnside Road, pursuant to ORS Chapter 368.
2. To conduct a public hearing on this proposed vacation on July 1, 1999, at the Multnomah County Board of Commissioners meeting, Multnomah County, Oregon.
3. That the Transportation Division of the Department of Environmental Services will provide notice of said hearing, in accordance with ORS 368.346(3) and ORS 368.401 to 368.426.

Adopted this 27th day of May, 1999.




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

MEETING DATE: MAY 27 1999
AGENDA NO: R-10
ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adult Community Justice Alcohol & Drug Treatment Facility

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 27, 1999

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities and Property Management

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst / Ginger Martin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Lease of Facility from Washington County for Multnomah County Adult
Community Justice Alcohol & Drug Treatment Program

5/27/99 ORIGINALS to Bob Oberst ;
copy to Ginger Martin

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: Bob Oberst & Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners

From: Facilities & Property Management, Department of Environmental Services

Date: May 12, 1999

Re: Lease of Facility for Adult Community Justice Operation of Alcohol and Drug Treatment Program.

1. Recommendation/Action Requested: Board of Commissioners approval of the INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND WASHINGTON COUNTY FOR LEASE OF REAL PROPERTY FOR USE AS AN ALCOHOL AND DRUG TREATMENT FACILITY before the Board and authorizing County Chair to execute said INTERGOVERNMENTAL AGREEMENT.
2. Background/Analysis: Multnomah County Adult Community Justice intends to operate a secure, residential alcohol and drug treatment program to provide treatment for sanctioned, addicted offenders who cannot be managed in the community due to the severity of their addictions, but who do not need to be managed in a jail.

The INTERGOVERNMENTAL AGREEMENT before the Board has been negotiated by Multnomah County staff with the appropriate Washington County staff. It would provide suitable improvement of the former Washington County jail facility in Hillsboro for use by Multnomah County Adult Community Justice as a secure, residential alcohol and drug treatment program facility for a period of five to seven years until a facility can be constructed in Multnomah County for this purpose. The facility will accommodate the program for a maximum of seventy men.

3. Financial Impact: Rental, operations and improvement cost of the leased facility will be approximately \$2,300,000 over the initial five year term of the lease. The facility leased consists of approximately 22,000 square feet, thus the annualized cost is approximately \$21 per square foot.
4. Legal Issues: None expected.
5. Controversial Issues: None, to the Adult Community Justice Department's knowledge. The Washington County Board of Commissioners unanimously supported the use proposed by Adult Community Justice at a meeting of tat Board in August 1998.
6. Link to Current County Policies: Operation of the alcohol and drug treatment facility will promote public safety by increasing the success of diversion programs and reducing recidivism.

7. Citizen Participation: Notification of the proposed use at the site in Hillsboro was made by Washington County Board of Commissioners and the matter was subject to public hearing at a meeting of that Board in August 1998.
8. Other Government Participation: The facility is to be leased from Washington County. Washington County will also provide some services necessary to the operation of the facility by Multnomah County.



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ Rent Free Agreement ☐ Taxpayer ID (lessor) _____
☒ Expense ☐ County Owned ☐ Renewal of Lease

Property Management
Contact Person Bob Oberst Phone 248-3851 Date 5-17-99

Division Requesting Lease Adult Community Justice
Contact Person Ginger Martin Phone 248-3701

Lessor Name Washington County Facilities Mgmt Effective Date September 1, 1999

Mailing Address 111 SE Washington St.
Hillsboro, OR 97123

Phone 648-8715

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.
Portland, OR 97202

Phone 248-3322

Address of former Washington County Jail

Lease Property Hillsboro OR

Purpose of Lease ACJ 75 Client
Alcohol & Drug Treatment

Termination Date June 30, 2004

Total Amount
of Agreement \$ 2,326,842.00

Payment Terms

☒ Annual \$ 220,000.00 ☒ Monthly \$ 7,500.00

☒ Other \$ 776,842.00 O&M expense estimated
upon execution and
approval of communications
system

FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170	for annual and monthly			
156	022	2320		for \$776,842.00	payment			

REQUIRED SIGNATURES:

Department Head [Signature] Date 5/19/99

County Counsel [Signature] Date 5/19/99

Property Management [Signature] Date 5/19/99

County Executive/Sheriff [Signature] Date May 27, 1999

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910769										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

MULTNOMAH COUNTY AND WASHINGTON COUNTY FOR LEASE OF REAL PROPERTY FOR USE AS AN ALCOHOL AND DRUG TREATMENT FACILITY

This Lease, dated _____, 1999, is by and between Washington County, a political subdivision of the State of Oregon, Lessor, and Multnomah County, a political subdivision of the State of Oregon, Lessee.

Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises described as follows:

Approximately 22,000 square feet of space (Premises) located in a Building commonly described as the former Washington County Jail (the Facility) in Hillsboro, Oregon, as shown in Exhibit A, together with the right to use additional areas of the Facility, as shown in Exhibit B, in common with Lessor and others.

The parties agree that the terms of this Lease are as follows:

- 1.1 Term. The original term of this Lease shall commence upon signature by the parties, and shall continue through June 30, 2004.
- 1.2 Possession. Lessee's right to possession shall commence on September 1, 1999, or on such later date as the work to be performed by Lessor pursuant to paragraph 7 is substantially complete and the Premises are available for possession by Lessee. If possession is not given on the opening day of the term, Lessor shall have no liability for delays in delivery of possession and Lessee will not have the right to terminate this lease because of delay in delivery of possession except as hereinafter provided. If Lessor is not able to give Lessee possession of the Premises on or before December 1, 1999, Lessee may rescind the lease by notice in writing to Lessor given at any time prior to the date on which possession is tendered by Lessor.
- 1.3 Possession/ Program Startup and Operation. Possession for the first thirty days shall be limited to use by Lessee's staff for training and preparation for program operation. Possession for full program operations, including the presence of Lessee's Program Patients, shall occur 30 days from initial possession, provided Lessor and Lessee have executed the Program Services Agreement not less than 120 days prior to the date of Possession.
2. Rent. Lessee shall pay rent in the amount of \$220,000.00 per year, payable on the possession date, and on each July 1 during the term of this Lease. A prorated rent for the first year shall be allowed, based on the date Lessee takes possession.

3. Option to Extend. If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of one (1) year each. Each extension term shall commence on the day following expiration of the immediately preceding term. Notice exercising an extension option shall be delivered to Lessor in writing not less than sixty (60) days prior to expiration of the preceding term. The giving of such notice shall be sufficient to make the lease binding for the extension term without further act of the parties. If such notice is given, except as expressly amended, all terms and conditions of this Lease shall apply during the extension term, except Lessee will no longer have any option to extend this lease that has been exercised.
- 4.1 Use of Premises. Lessee may use the Premises for a secure, residential alcohol and drug treatment facility for adults, and other lawful purposes related to the conduct of such use. The use shall be deemed to include residential occupation by no more than seventy (70) adult men, together with Lessee's program staff. The Premises shall be used for no other purpose without Lessor's consent, which shall not be unreasonably withheld.
- 4.2 Restrictions on Use. In connection with the use of the Premises, Lessee shall:
- (a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct, at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance.
 - (b) Refrain from any use that would be reasonably offensive to other tenants or occupants or users of neighboring premises or would tend to create a nuisance or damage the premises.
 - (c) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Lessor.
 - (d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Lessor.
 - (e) Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the use specified in Paragraph 4.1. Lessee may store such hazardous substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. The term environmental law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term hazardous substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

5. Parking. Lessee and its employees shall have the right to park in the designated public parking spaces in the parking lots at the Public Services Center campus in Hillsboro, in common with Lessor's employees and the public. In addition, Lessee shall have three reserved parking spaces solely for Lessee's use.
6. Lessor's Covenants.
- (a) Lessor covenants that it has the right to make this Lease; that possession of the Premises will be delivered to Lessee free of other tenants and of conflicting claims; that it has received no notice that the use of the Premises by Lessee for the specific uses set forth in paragraph above titled "Use of Premises" is in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city in which Premises are located; and that on paying the rent and performing its covenants of this Lease, Lessee may enjoy the rights granted by this Lease free from rightful interference by any third party.
 - (b) Lessor covenants that, following completion of improvements to the Premises described in Section 7, the Premises will comply with Handicapped Access and other provisions of the State Building Code in effect as of the commencement date of this lease, including requirements for handicapped parking. Lessee shall be responsible for all expenses that may be required to provide accommodation in its exercise program.
 - (c) Lessor covenants that Premises have been inspected for asbestos containing materials (ACM) by a competent inspector qualified to perform such inspection under applicable law or regulation, and that said inspection determined the Premises to be free of asbestos.
 - (d) Notwithstanding Lessor's covenant herein, in the event that any asbestos-related health hazard is detected in the Premises as determined under applicable law and/or regulations, Lessor shall take prompt corrective action to protect Lessee and its program residents and employees occupying the Premises. Lessor shall perform such repair, renovation and asbestos abatement work at Lessor's sole cost and expense, and in strict compliance with applicable law and regulations governing asbestos abatement work. Lessee shall be entitled to rent abatement for any portion of the Premises which must be vacated during any period of such asbestos-abatement work. Lessor shall indemnify and hold Lessee harmless in event of a discovery of asbestos-related health hazards.
 - (e) Other than the specific representations of this Section, Lessor makes no covenant, representation or warranty to Lessee as to the suitability of the Premises for Lessee's intended use and purpose. In selecting the Premises for lease and approving the improvements thereto, Lessee has made its own determination regarding their suitability for its intended use and purpose.

7. Improvement of the Premises to be Performed by Lessor.

- (a) Lessee has reviewed and approved the plans and drawings of proposed improvements to the premises. Prior to Lessor's obligation to perform the improvements, Lessee shall deposit the sum of \$727,000.00, estimated to be one hundred percent (100%) of the cost of the improvements to the Premises.
- (b) Following receipt of Lessee's payment under Section 7(a), Lessor shall improve the Premises as generally described in Exhibit C, with all work to be done in accordance with the plans and drawings approved by Lessee, using high quality materials and workmanship. All construction shall comply with the State Building Code, as effective at the commencement of said construction, including its Handicapped access provisions. Lessor shall obtain all required building and occupancy permits and final inspection by all applicable code enforcement agencies.
- (c) Computer, telecommunications cable, wire, and conduit installation are included within the scope of the improvements to be provided to the Premises by Lessor, but design of these facilities is not yet complete. Installation of these facilities will cost an estimated \$50,000.00 in addition to the amount set forth in Exhibit D. Upon completion of design, Lessor shall submit the plans to the contractor for a proposed price, and shall submit both the plans and proposed price to Lessee for its approval according to subsection 7(d) below. The parties contemplate that the improvements referenced in this subsection will be the first change order.
- (d) Lessor shall consult with Lessee regarding all proposed change orders relating to construction and remodel of the Premises as provided in this section. Lessee shall respond to any proposed change orders in writing indicating its approval or disapproval within a reasonable time. Lessor shall execute no change orders relating to the improvement of the Premises without Lessee's written consent. Any cost of delay due to a delay in change order approval by Lessee shall be borne by Lessee.
- (e) Upon completion of the work, and as evidence of that completion, Lessor shall provide to Lessee a statement, signed by Lessor, that the work has been completed in full compliance with all applicable codes and specific provisions required by attached Exhibit C, and that the Premises are ready for occupancy. The Lessor's statement shall be supported with appropriate attachments including permits, inspection reports, warranties, and reports of consulting professionals, as applicable. Lessee will, within 5 working days of receipt of Lessor's statement, inspect the work, determine its acceptability.
- (f) The Lease term shall commence and the rent shall be due on the first day of the month following completion and acceptance of the work provided for in this section. Completion and acceptance shall occur when the Lessor's statement that the Premises are ready for occupancy by Lessee has been provided, an occupancy permit has been issued by the appropriate code enforcement agency, and Lessee has inspected and accepted the work.

- (g) Notwithstanding subsection (e) hereinabove, if only minor faults or minor omissions of Lessor's work and are noted at the inspection, Lessee may, at its option, accept the work, and take possession of the Premises, paying the full rent as agreed. However, this shall not alter Lessor's responsibility to complete the work as described in Exhibit C. Lessee may prepare a punch list of work remaining to be completed by Lessor as identified at the inspection, and all such work shall be completed by Lessor at Lessor's expense within 30 days of the inspection. Any defects or omissions of Lessor's work discovered shall be corrected or completed by Lessor at Lessor's expense within 30 days of Lessee notification to Lessor.
- (h) Upon completion and acceptance of the improvements as described above, Lessee shall reimburse Lessor for the remainder of Lessee's share of the actual cost of the improvements within 30 days of invoice from Lessor.

8.1 Improvements and Alterations. Lessee shall make no improvements or alteration on the Premises of any kind, but Lessee may place movable partitions, furniture, personal property, and the like in the Premises. Upon written request of Lessee, and approval by Lessor, Lessor shall make any additional minor improvements and alterations to the Premises as may be required by Lessee at Lessee's expense. As used in this paragraph "alterations" shall include the installation of computer and telecommunications wiring, cable, and conduit. All improvements and alterations performed on the Premises by Lessor shall be the property of Lessor when installed. Lessee may, but shall not be required to, remove such items at the end of the Lease term.

8.2 Upon written request of Lessee for improvement or alteration to the Premises, Lessor shall provide a written estimate of the cost and time required for the proposed work. Lessor's and Lessee's authorized representatives shall have authority to approve the scope, cost, and timing of such improvements and alterations up to \$10,000.00 per year during the Lease term by a written work order signed by both parties.

9. Maintenance and Repair.

- (a) Lessor shall perform, at its sole expense, all necessary maintenance and repairs to the Building structure, foundation, exterior walls, roof, doors, windows, emergency and security systems, sidewalks, parking areas, heating, air conditioning, plumbing, electrical and lighting systems and landscaping, obtaining required permits and inspections from codes enforcement authorities.
- (b) Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair or maintenance. Whether or not such inspection is made, the duty of Lessor to make repairs or perform non-routine maintenance tasks shall not mature until a reasonable time after Lessor has received from Lessee written notice of the repairs or maintenance required.
- (c) Except for janitorial service as provided in Section 11 (b), Lessor shall provide for maintenance and minor repairs of the Premises, as required by Lessee. Lessee shall reimburse the cost of such Premises maintenance to Lessor upon Lessor's invoice therefor. The cost of such maintenance labor shall be at Lessor's standard cost for maintenance of Lessor's facilities, which is \$45.00 per worker hour at the commencement date.

- (d) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
10. Heating, Ventilating and Air Conditioning Standards. Lessor shall provide an HVAC system serving the Premises designed to provide adequate heating, cooling, and air circulation and capable of maintaining, at design conditions, the following temperature ranges and ventilation rate during occupied hours: heating and cooling 68 to 78 degrees fahrenheit, ventilation rate 20 cubic feet per minute per occupant.
11. Services and Utilities.
- (a) Lessor will cause utilities and services, including water, sewer, electricity, gas, fuel oil and trash removal to be furnished to the Premises. Lessee shall reimburse the cost of such services to Lessor upon invoice therefor. Such services as may be provided to an area of the Building greater than the premises shall be properly apportioned to determine the amount thereof to be reimbursed to Lessor. While the Premises constitute 59 percent (59%) of the Building, it is agreed that Lessee will pay 80 percent (80%) of the total cost of such services, in recognition of its full-time (24 hours/day, seven days/week) residential occupation of the premises. For each service that can be separately metered or measured, Lessor shall bill and Lessee shall pay the actual cost of service.
- (b) Lessee shall furnish its own janitorial services and supplies.
12. Program Services Agreement. Lessor and Lessee have entered or intend to enter into a separate agreement relating to Lessee's operation of its Alcohol and Drug Program at the Premises (the Program Services Agreement). The purpose of that agreement is to provide the terms and conditions of support services to be provided by Lessor to Lessee relating to the Program, including but not limited to meals, laundry, telephone and television, corrections officer presence, temporary jail lodging, and access to a medical infirmary. The parties' obligations under the Lease are independent of any obligations under the Program Services Agreement, provided however, that Lessee's right to operate the Program within the Premises shall require that Lessee be in compliance with that Agreement. This Lease is intended to be binding and enforceable regardless of the completion, renewal, or extension of the Program Service Agreement during the term of the Lease and any extension thereof.
13. Security of Premises and Transport.
- (a) It is of the essence of this Lease that Lessee's activities within and without the Premises be conducted in a secure manner. The premises have locks and other security devices to assist in maintaining security. Lessee shall be solely responsible for maintaining security of its program residents and staff within the Premises. In addition, Lessee shall be responsible to securely transport all program residents from

Multnomah County to the designated secure area within the Premises, and likewise to securely transport program residents leaving the premises to Multnomah County. Program residents shall be deemed to be in the legal custody and control of Lessee at all times, except as Lessor and Lessee may expressly agree otherwise in the Program Services Agreement.

- (b) Notwithstanding Lessee's general responsibility for security within the Premises, Lessor shall provide and Lessee shall pay the cost for one deputy from Lessor's Sheriff's/Corrections Department, on a 24-hour per day, seven day per week basis, assigned to the Premises, as further described in the Program Services Agreement, for so long as Lessee occupies the premises for its Secure Inpatient Alcohol and Drug Treatment Program.
- (c) The parties may develop additional terms and conditions consistent with this section relating to security arrangements, equipment, and protocols for operation of the Premises, through the Program Services Agreement and by written agreement of their authorized representatives under this Lease.

14. Indemnity.

- (a) Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the Premises and any person who comes on the Premises at the invitation of or with the acquiescence of Lessee, or any condition of the Premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the premises except to the extent caused by Lessor's negligence or breach of duty under this Lease.
- (b) Without limiting the generality of the foregoing, Lessee shall be solely responsible for all claims, demands, and causes of action brought by program residents, including but not limited to civil rights claims, tort claims, and inmate grievances, in any way arising from or related to the condition of the Premises, related services provided by or obligations imposed on Lessor under the Lease. Lessor shall cooperate with Lessee in the defense of any such action, and provide any available documentation as Lessee may reasonably require.
- (c) Any covenant herein by either party to defend, indemnify or hold harmless the other party shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 - 30.300, and within the limits in ORS 30.275.

- 15.1 Termination by Lessee. Lessee may cancel this agreement, effective on any June 30 during the term hereof, beginning June 30, 2000, by giving Lessor not less than three months written notice of such cancellation if the program funding to maintain the program to be operated in the premises under this agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this cancellation clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in the premises.

- 15.2 Termination by Lessee or Lessor. Lessee or Lessor may cancel this agreement, effective on any June 30 during the term hereof, beginning June 30, 2001, by giving Lessor not less than 180 days' written notice of such cancellation. In the event of early termination under Section 15.1 or 15.2, rent shall be prorated to the nearest full month. In the event of early termination by Lessee under this section 15.2 prior to the completion of the initial term, Lessor shall pay Lessee a portion of the premises improvement costs, calculated as follows: Original improvement cost X percent of lease term remaining X 0.5. . In the event of early termination by Lessor under this section 15.2 prior to the completion of the initial term, Lessor shall pay Lessee a portion of the premises improvement costs, calculated as follows: Original improvement cost X percent of lease term remaining.
16. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable to the other for their own loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. Each party shall fully provide its own property damage insurance protection at its own expense, shall look to its respective insurance carriers for reimbursement of any such loss, and the insurance carriers involved shall not be entitled to subrogation under any circumstance.
17. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within 90 days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within 90 days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than 90 days, then Lessee, upon receiving said estimate will have 20 days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee. If the Building is damaged by fire or other casualty to the extent of 50 percent (50%) or more, Lessor may terminate this Lease upon notice to Lessee within 30 days after such damage.
18. Assignment and Subletting. Lessee shall have the right to assign this Lease or sublet the Premises to another County agency, only upon advance written approval of Lessor, which approval shall not be unreasonably withheld.
- 19.1 Events of Default. Any breach of a material term of this lease shall constitute an event of default. In addition, any breach of a material term of the Program Services Agreement shall constitute an event of default under the Lease.
- 19.2 Notice of Default; Cure. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for 15 days in the case of a payment or for 30 days in the case of

other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty-(30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to annual rent payment(s).

20. Dispute Resolution. The parties agree to use their best efforts to resolve any dispute arising out of this Lease Agreement by mediation. In the event mediation is not successful within 90 days, the parties may then agree to submit the dispute to binding arbitration, or may pursue any other legal recourse they may have.
21. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor:

Washington County
Facilities Management
111 SE Washington Street
Hillsboro, OR 97123
(503) 648-8715

Lessee:

Multnomah County
Property Management
2505 SE 11th Avenue
Portland, OR 97202
(503) 248-3322

22. Holdover. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at a monthly rental rate equal to one-twelfth the annual rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.
23. State Workers' Compensation Act. Should Lessor employ anyone else to perform the requirements under this Lease, the Lessor shall comply with State Workers' Compensation Act as stated: "The contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers."
24. MERGER. THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED

HEREIN REGARDING THIS LEASE. BOTH PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS LEASE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

The parties have executed this Lease the _____ day of _____, 1999.

LESSOR: Washington County

By _____

Tom Brian, Chairman
Board of County Commissioners

LESSEE: Multnomah County

By _____

Beverly Stein, Chair
Board of County Commissioners

Attachments:

Exhibit A – Premises
Exhibit B – Facility and Common Areas
Exhibit C – Floor Plans and Specifications
Exhibit D – Projected Cost of Improvements

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

BY _____

ASSISTANT COUNTY COUNSEL

DATE _____

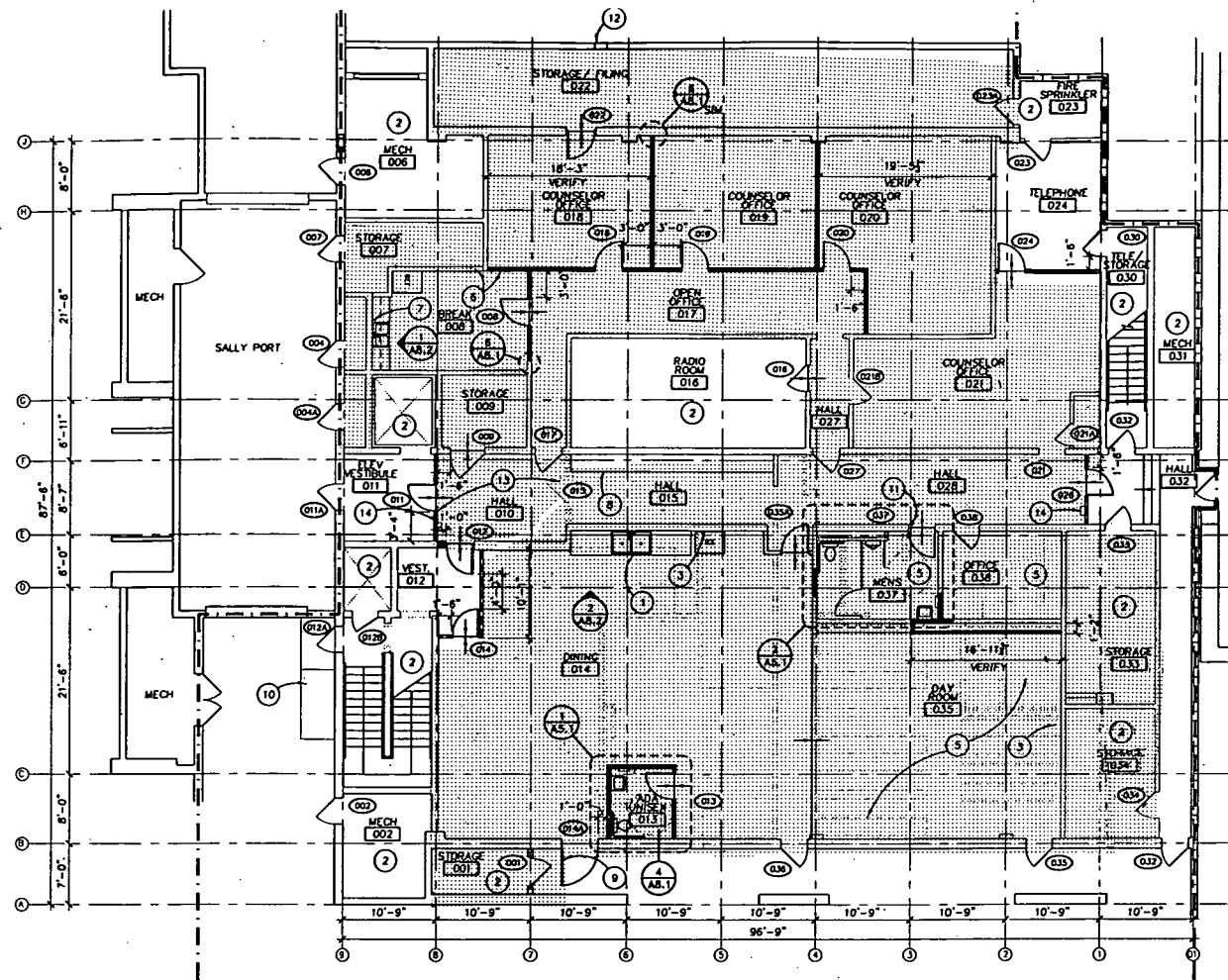
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # _____

R-10 DATE 5/27/99

DEB BOGSTAD

BOARD CLERK



BASEMENT FLOOR PLAN
1/8"=1'-0"

EXHIBIT A - PREMISES

KEYNOTES

1. PROVIDE DOUBLE SINK. LOCATE TO MAKE USE OF EXISTING PLUMBING.
2. NO NEW WORK THIS AREA
3. PATCH EXISTING WALL TO MATCH NEW CONSTRUCTION.
4. NOT USED
5. LEVEL EXISTING CONCRETE SLAB TO RECEIVE NEW FLOOR FINISH.
6. ALIGN NEW FACE OF WALL WITH EXISTING FACE OF WALL.
7. VERIFY ROUTING OF PLUMBING THROUGH EXISTING CMU WALL AND REPAIR AS REQUIRED.
8. EXISTING CABINETS TO REMAIN.
9. MODIFY EXISTING DOOR FRAME AND PROVIDE NEW DOOR. CONTRACTOR VERIFY EXISTING OPENING SIZE.
10. PROVIDE NEW CONCRETE PAD AND ADA RAMP FROM EXIT.
11. DEMOLISH EXISTING 2'-6"x7'-0" DOOR & ADJACENT WALL AS REQUIRED TO PROVIDE A NEW 3'-0"x7'-0" DOOR. SEE DOOR SCHEDULE.
12. EXHAUST FAN TO BE REMOVED. PATCH OPENING PER DETAIL 3/AB.3
13. DOOR 015 TO REMAIN UNTIL THE COMPLETION OF DOOR 011 AND ADJACENT WALL TO PROVIDE A POINT OF SECURITY. UPON COMPLETION OF DOOR 011, DOOR 015 AND ADJACENT WALL TO BE DEMOLISHED AND AREA TO BE PATCHED AS REQUIRED TO MATCH NEW CONSTRUCTION.
14. FIRE EXTINGUISHER, MOUNT PER ADA REQUIREMENTS

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. SEE FINISH SCHEDULE FOR FINISHES.
- C. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

- EXISTING WALL TO REMAIN
- NEW (1) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U419 OR U465. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/AB.1
- NEW (2) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (2) LAYERS 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U412 OR U419. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/AB.1
- NEW (1) HOUR GYP BOARD SECURITY WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 16 GA. SHEET MTL EACH SIDE & (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/AB.1
- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION. SEE FINISH SCHEDULE.
- LOCATION OF DEMOLITION. SEE DETAIL 9/AB.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.

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Civil Engineering
Structural Engineering
Transportation Planning
Land Use Planning
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Tel: 503.224.9860 Fax: 503.228.121

Project
WASHINGTON COUNTY
Remodel of
Old Jail for
Alcohol & Drug Treatment
Basement, 1st & 3rd Floors

Client
WASHINGTON COUNTY
111 S.E. Washington St, MS 42
Hillsboro, OR 97123-4029
Phone: (503) 693-4849
Fax: (503) 693-4851
Consultant: **BOULLON**
720 S.W. Washington, Suite 720
Portland, OR 97205
Phone: (503) 220-0910
Fax: (503) 220-0911
Sheet Title

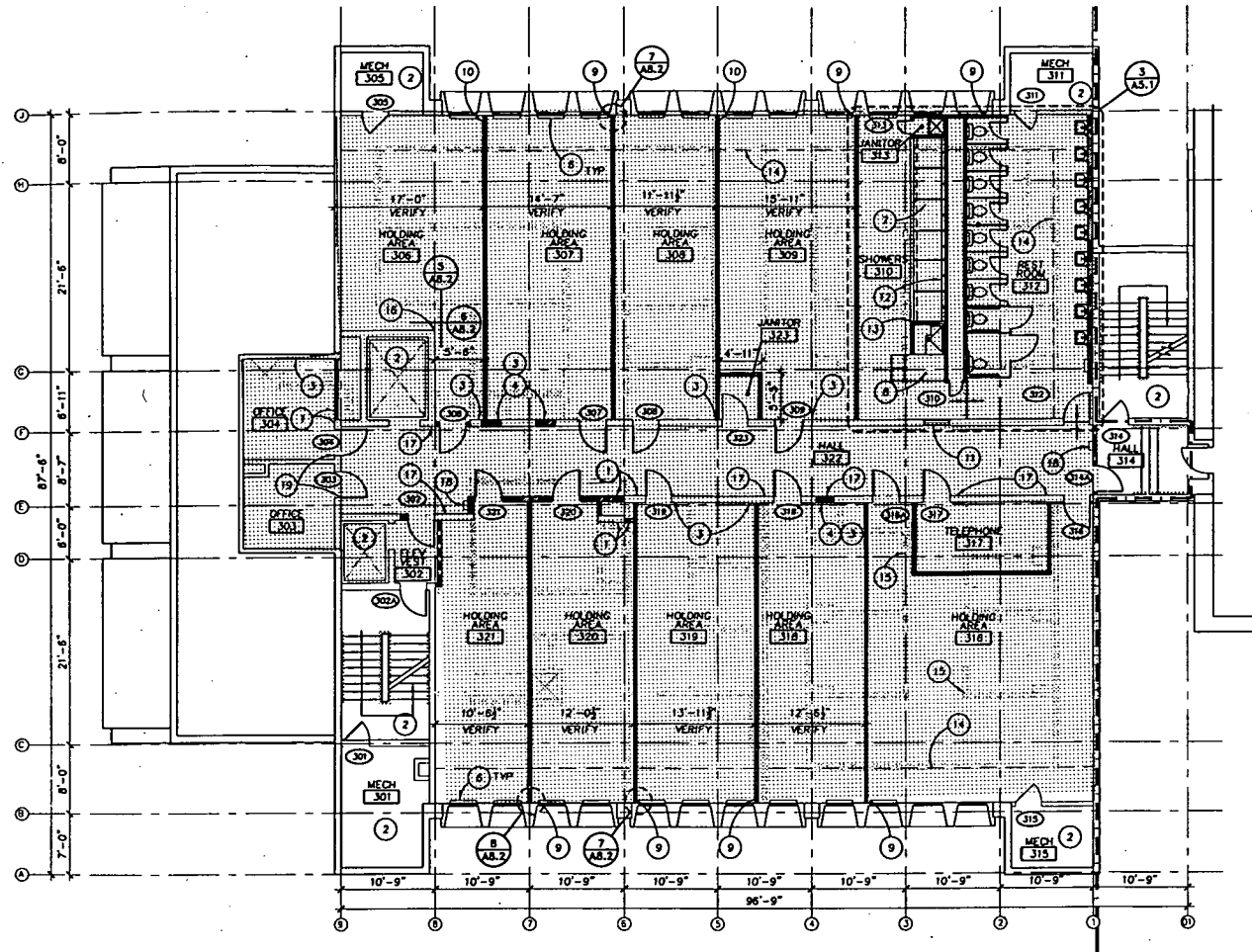
BASEMENT FLOOR PLAN

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Revisions:
REVISION EDITION
CLOSING DATE

DATE:
DRAWN BY: BEB
CHECKED BY: TF
SHEET

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or
JOB NO.
298338



THIRD FLOOR PLAN

1/8"=1'-0"

EXHIBIT A - PREMISES

KEYNOTES

1. ALIGN FACE OF NEW WALL WITH FACE OF EXISTING WALL.
2. NO NEW WORK THIS AREA.
3. PATCH EXISTING WALL TO REMAIN AT LOCATION WHERE ADJOINING WALL IS TO BE DEMOLISHED. CONTRACTOR VERIFY PATCHING REQUIREMENTS BASED UPON CONDITION OF DEMOLITION WORK.
4. PATCH WALL PER DETAIL 9/AB.1.
5. SEE LEGEND FOR WALL TYPE DESCRIPTION.
6. LEVEL EXISTING CONCRETE SLAB TO RECEIVE NEW FLOOR FINISH.
7. PROVIDE STEEL BARS @ WINDOW LOCATIONS. RE-USE BARS FROM FIRST FLOOR DEMO WORK.
8. PRE-FABRICATED SHOWER PARTITIONS.
9. PROVIDE PRE-FAB FIBER GLASS ADA DROP-IN SHOWER UNIT W/ ADA RAMP.
10. ALIGN WALL W/ EDGE OF WINDOW. SEE DETAIL 7/AB.2.
11. CENTER WALL BETWEEN WINDOW OPENINGS. SEE DETAIL 8/AB.2.
12. PROVIDE RELITE AT EXISTING DOOR LOCATION. SEE DETAILS 5.6, & 9/AB.3.
13. CONTINUOUS GUTTER DRAIN @ SHOWERS.
14. CONTINUOUS CURB @ SHOWERS.
15. SOFFIT, SEE REFLECTED CEILING PLAN.
16. PATCH HOLE IN SLAB PER DETAIL 10/AB.2.
17. PROVIDE T.S. SUPPORT COLUMN @ BEAM SEAT PER DETAIL 5/AB.2.
18. PATCH HOLE IN WALL @ LOCATION OF ABANDONED DUCT WORK PER DETAIL 4/AB.3.
19. FIRE EXTINGUISHER, MOUNT PER ADA REQUIREMENTS.
20. SAW CUT EXISTING OPENING TO PROVIDE FOR NEW 3'-0"X7'-0" DOOR. SEE DOOR SCHEDULE.

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. SEE FINISH SCHEDULE FOR FINISHES.
- C. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

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- LIMITS OF WORK
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- LOCATION OF DEMOLITION, SEE DETAIL 9/AB.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.

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 Sheet Title

THIRD
 FLOOR
 PLAN

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 1 01/11/97 BEB CLOSING DATE

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A2.3

OF
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298338

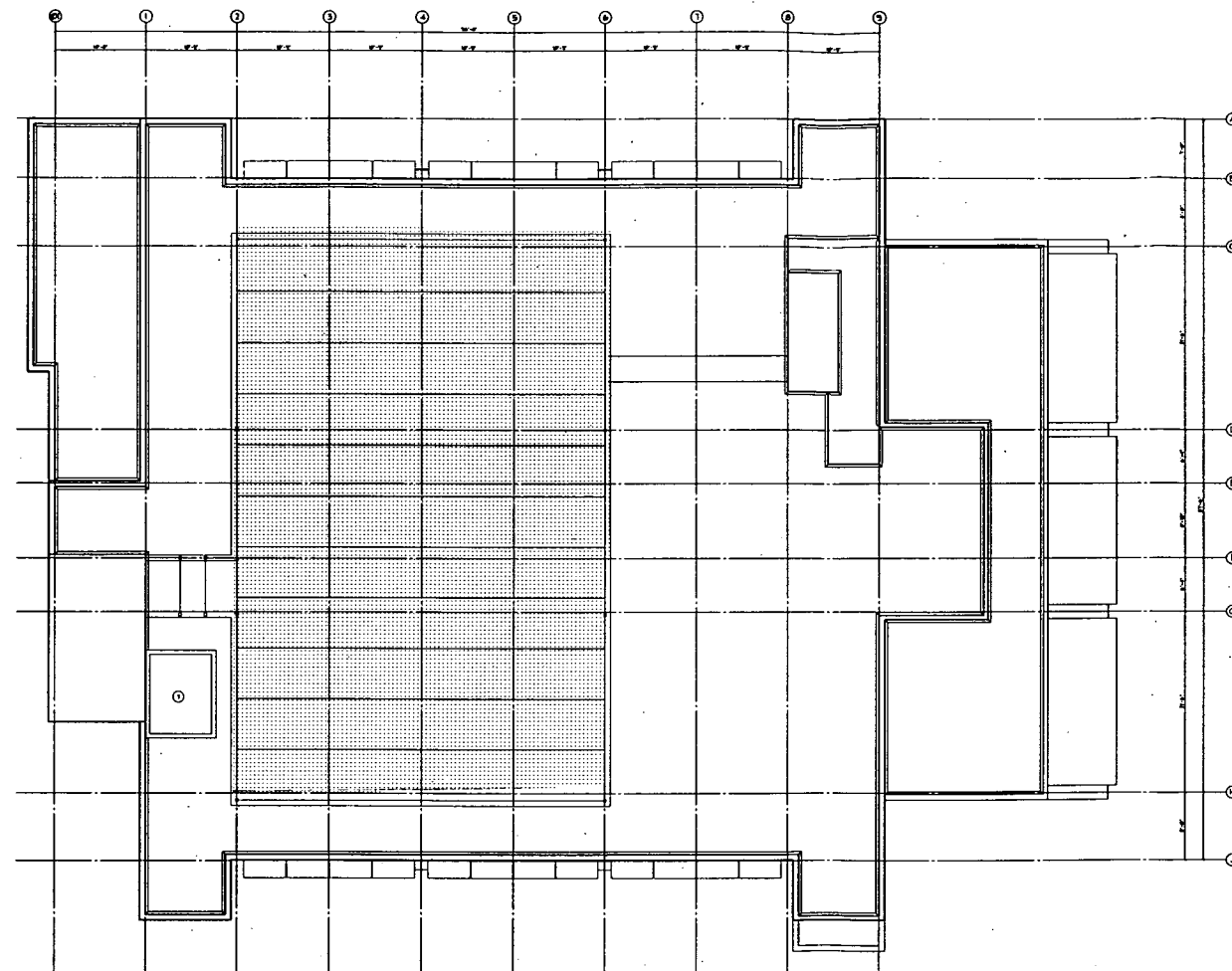
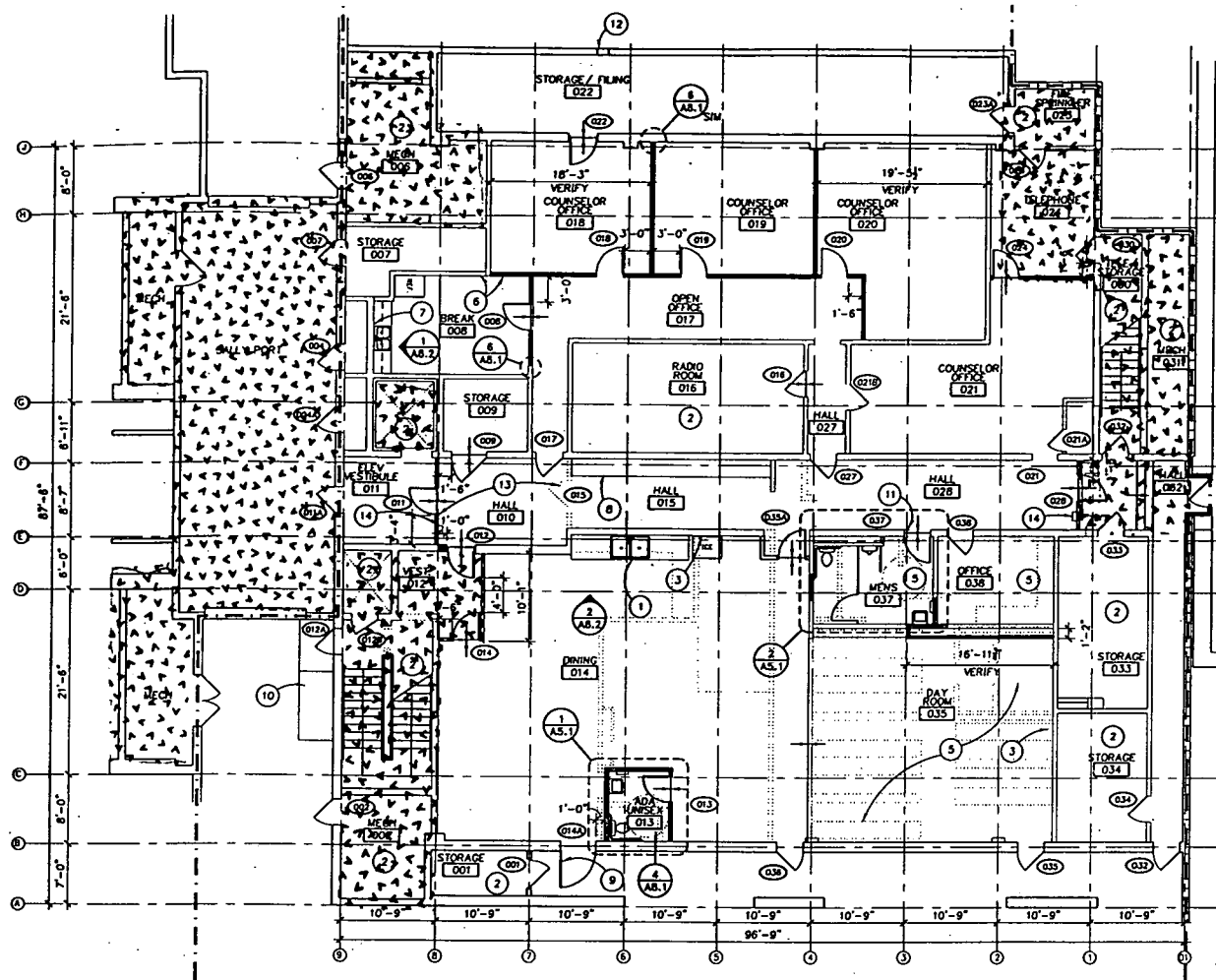


EXHIBIT A -PREMISES



BASEMENT FLOOR PLAN
1/8"=1'-0"

EXHIBIT B - FACILITY AND COMMON AREAS



KEYNOTES

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- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION, SEE FINISH SCHEDULE.
- LOCATION OF DEMOLITION, SEE DETAIL 9/AB.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.

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Project
WASHINGTON COUNTY
Remodel of
Old Jail for
Alcohol & Drug Treatment
Basement, 1st & 3rd Floors

Client
WASHINGTON COUNTY
111 S.E. Washington St., MS 42
Hillsboro, OR 97123-4029
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Consultant: **BOUILLON**
720 S.W. Washington, Suite 720
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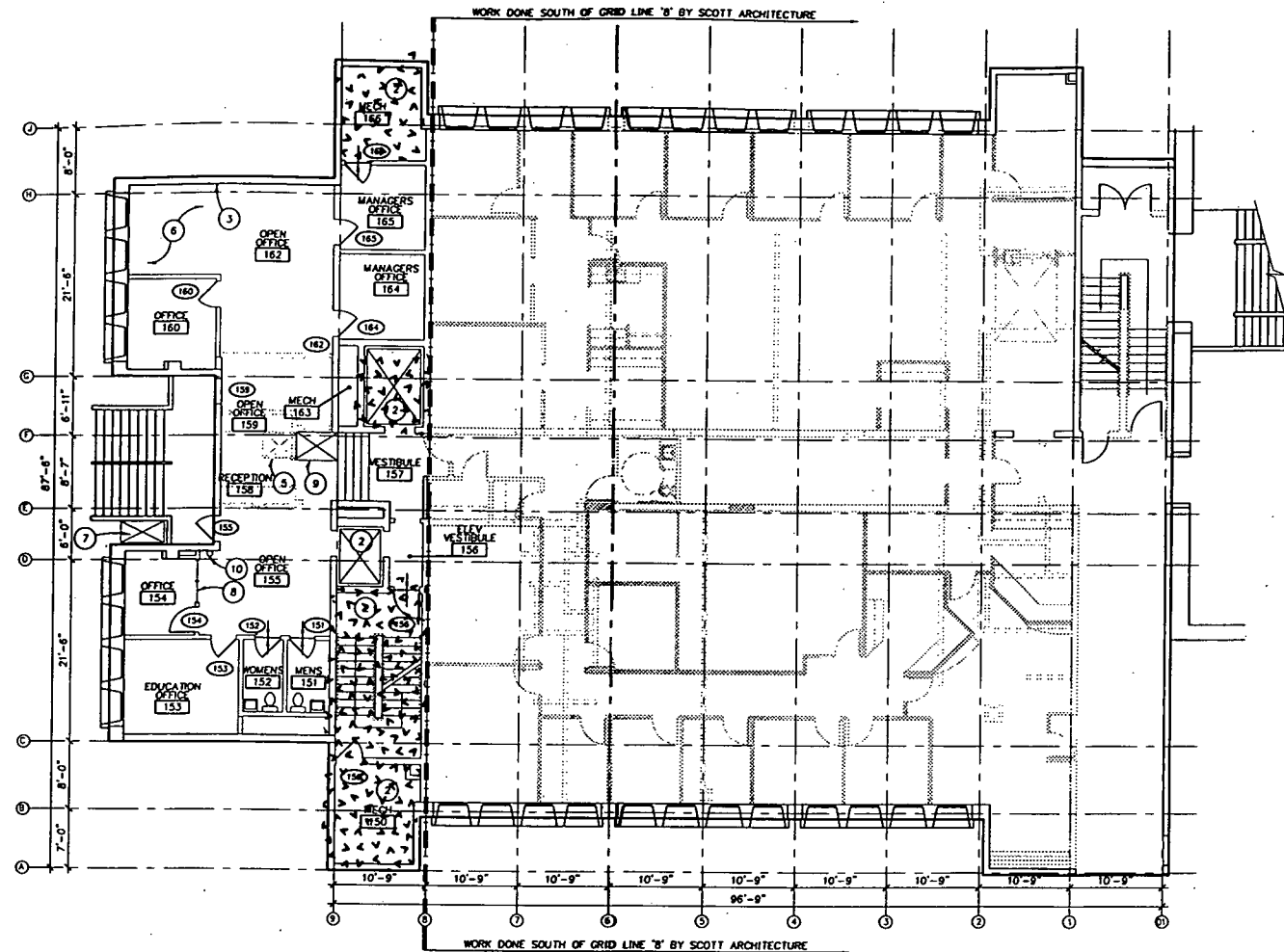
BASEMENT FLOOR PLAN

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JOB NO.
298338



FIRST FLOOR PLAN

1/8"=1'-0"

EXHIBIT B - FACILITY AND COMMON AREAS



KEYNOTES

1. NOT USED
2. NO NEW WORK THIS AREA
3. PATCH EXISTING WALL TO REMAIN AT LOCATION WHERE ADJOINING WALL IS TO BE DEMOLISHED. CONTRACTOR VERIFY PATCHING REQUIREMENTS BASED UPON CONDITION OF DEMOLITION WORK.
4. PATCH WALL PER DETAIL 9/A.1
5. SEE LEGEND FOR WALL TYPE DESCRIPTION.
6. REQUIRED CLEAR FLOOR SPACE FOR ADA LIFT.
7. EXISTING FILING SYSTEM TO BE REMOVED. WASHINGTON COUNTY TO COORDINATE RE-USE OF FILING SYSTEM.
8. EXISTING ADA LIFT TO REMAIN.
9. PROVIDE NEW 1/4" TEMPERED GLASS @ EXISTING RELITE LOCATION.
10. NEW ADA LIFT W/ 30"x48" PLATFORM. SEE SPECIFICATIONS.
11. PROVIDE SURFACE MOUNTED FIRE EXTINGUISHER.

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. VICTIMS CENTER SHOWN HALF-TONED FOR REFERENCE.
- C. SEE FINISH SCHEDULE FOR FINISHES.
- D. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

- EXISTING WALL TO REMAIN
- NEW (1) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U419 OR U485. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/A.1
- NEW (2) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (2) LAYERS 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U412 OR U419. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/A.1
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- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION, SEE FINISH SCHEDULE.
- LOCATION OF DEMOLITION. SEE DETAIL 9/A.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.

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FIRST
FLOOR
PLAN

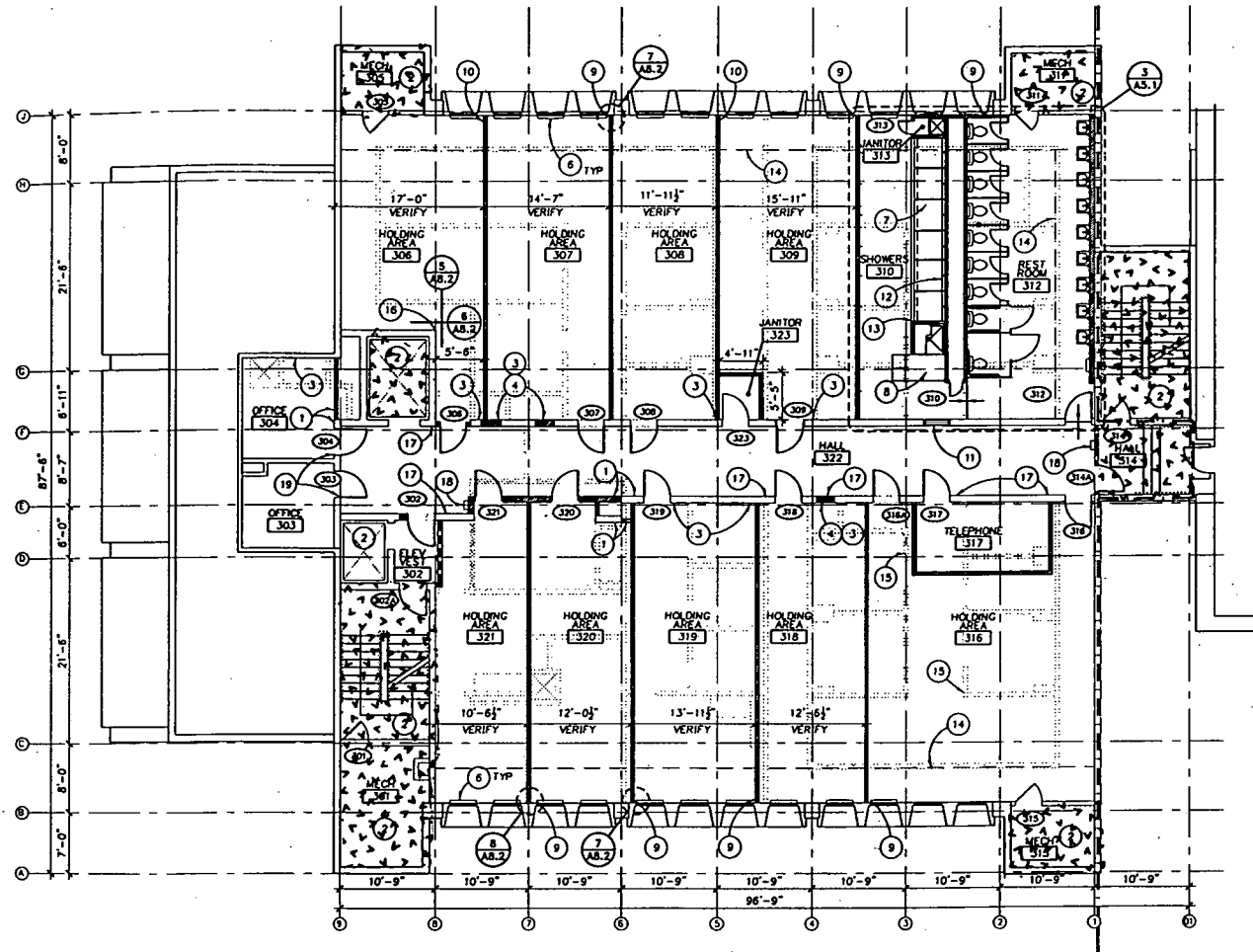
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OF
JOB NO.
298338



THIRD FLOOR PLAN
1/8"=1'-0"

EXHIBIT B - FACILITY AND COMMON AREAS



KEYNOTES

1. ALIGN FACE OF NEW WALL WITH FACE OF EXISTING WALL.
2. NO NEW WORK THIS AREA.
3. PATCH EXISTING WALL TO REMAIN AT LOCATION WHERE ADJOINING WALL IS TO BE DEMOLISHED. CONTRACTOR VERIFY PATCHING REQUIREMENTS BASED UPON CONDITION OF DEMOLITION WORK.
4. PATCH WALL PER DETAIL 9/A8.1.
5. SEE LEGEND FOR WALL TYPE DESCRIPTION.
6. LEVEL EXISTING CONCRETE SLAB TO RECEIVE NEW FLOOR FINISH.
7. PROVIDE STEEL BARS @ WINDOW LOCATIONS. RE-USE BARS FROM FIRST FLOOR DEMO WORK.
8. PRE-FABRICATED SHOWER PARTITIONS.
9. PROVIDE PRE-FAB FIBER GLASS ADA DROP-IN SHOWER UNIT W/ ADA RAMP.
10. ALIGN WALL W/ EDGE OF WINDOW. SEE DETAIL 7/A8.2.
11. CENTER WALL BETWEEN WINDOW OPENINGS. SEE DETAIL 8/A8.2.
12. PROVIDE RELITE AT EXISTING DOOR LOCATION. SEE DETAILS 5.6. & 9/A8.3.
13. CONTINUOUS GUTTER DRAIN @ SHOWERS.
14. CONTINUOUS CURB @ SHOWERS.
15. SOFFIT, SEE REFLECTED CEILING PLAN.
16. PATCH HOLE IN SLAB PER DETAIL 10/A8.2.
17. PROVIDE I.S. SUPPORT COLUMN @ BEAM SEAT PER DETAIL 5/A8.2.
18. PATCH HOLE IN WALL @ LOCATION OF ABANDONED DUCT WORK PER DETAIL 4/A8.3.
19. FIRE EXTINGUISHER, MOUNT PER ADA REQUIREMENTS.
20. SAW CUT EXISTING OPENING TO PROVIDE FOR NEW 3'-0"x7'-0" DOOR. SEE DOOR SCHEDULE.

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. SEE FINISH SCHEDULE FOR FINISHES.
- C. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

- EXISTING WALL TO REMAIN
- NEW (1) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U419 OR U485. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/A8.1.
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- NEW (1) HOUR GYP BOARD SECURITY WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 16 GA SHEET MTL EACH SIDE & (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/A8.1.
- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION, SEE FINISH SCHEDULE.
- LOCATION OF DEMOLITION, SEE DETAIL 9/A8.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.

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THIRD FLOOR PLAN

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JOB NO.
298338

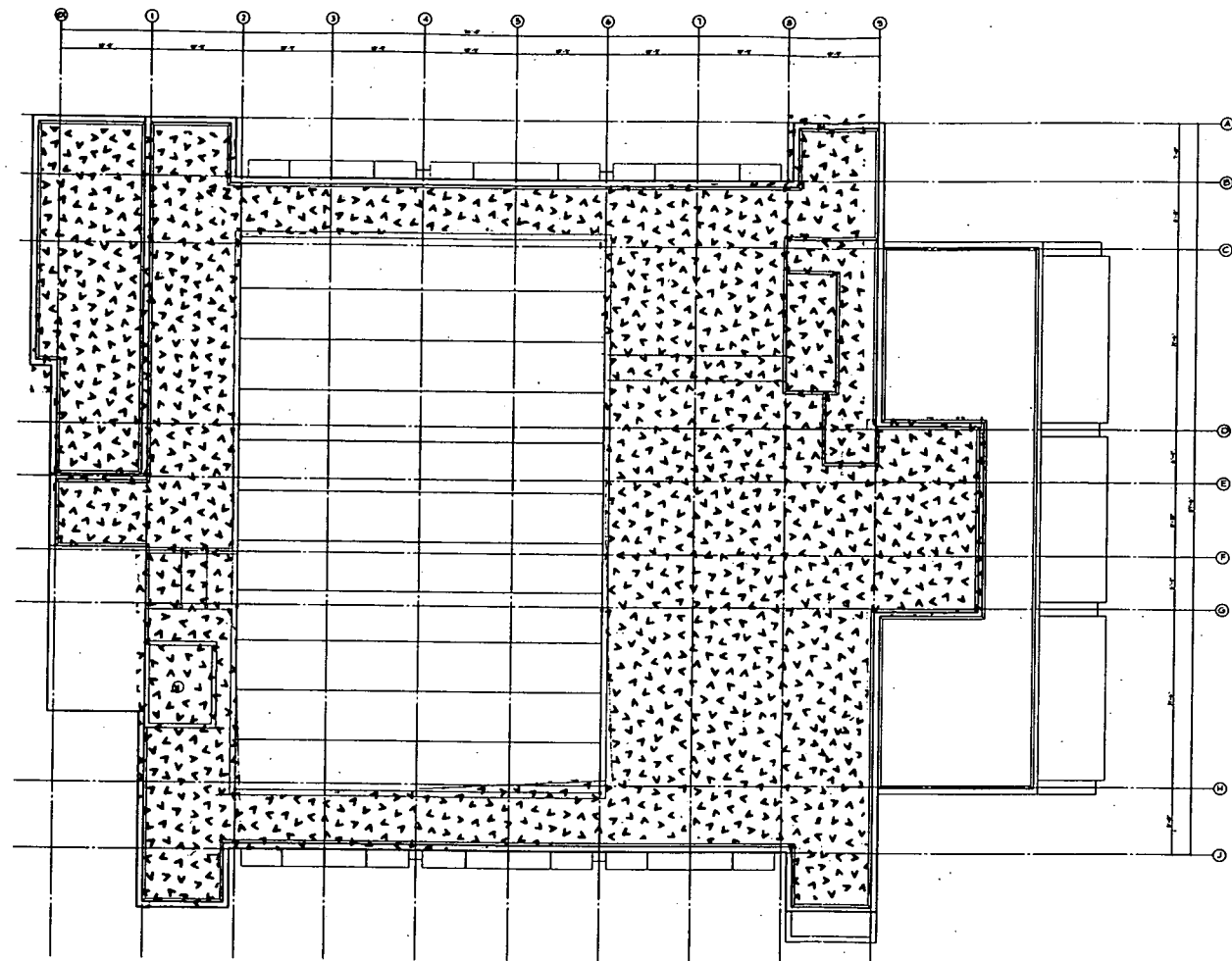
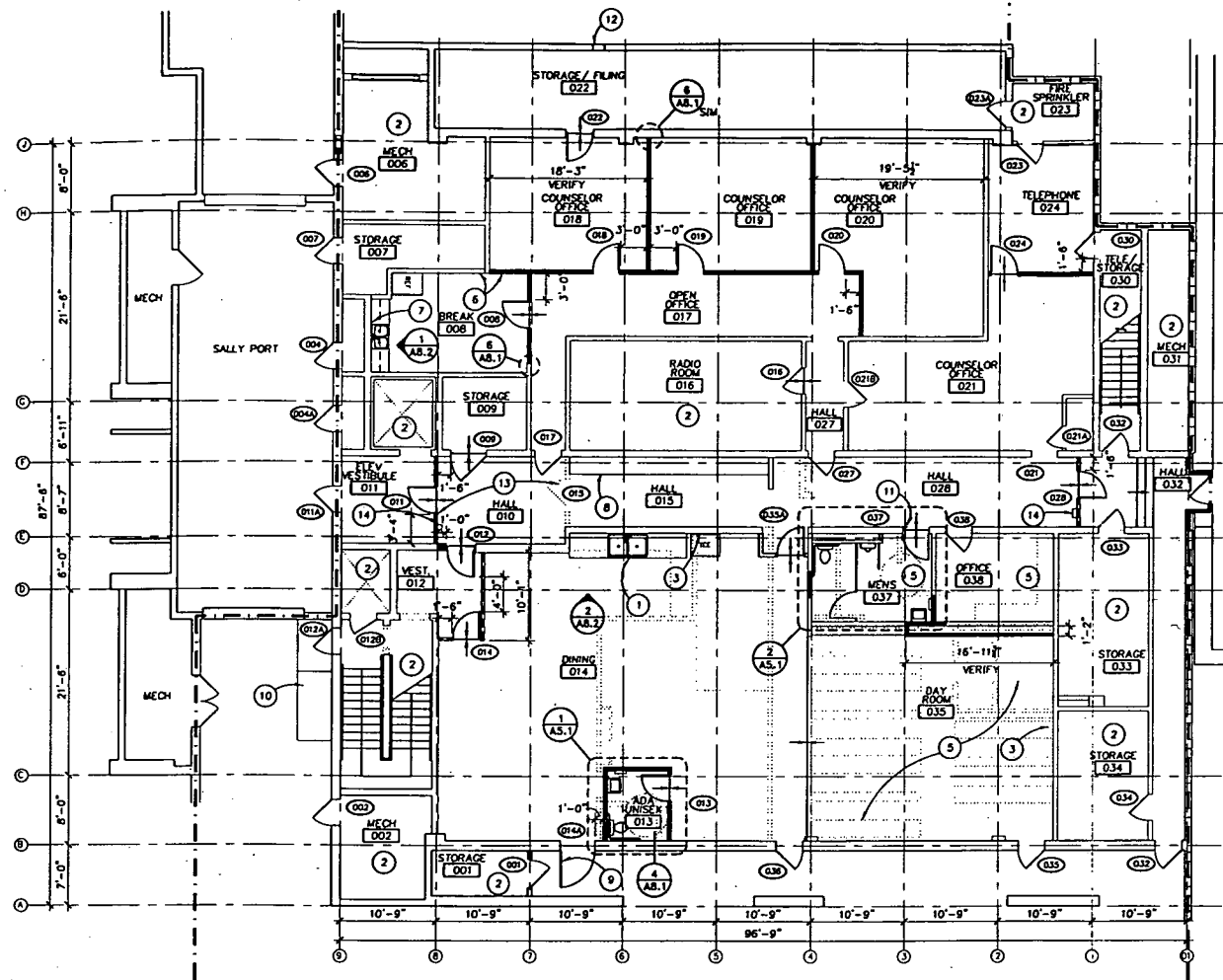


EXHIBIT B - FACILITY AND COMMON AREAS





BASEMENT FLOOR PLAN
1/8"=1'-0"

EXHIBIT C - FLOOR PLANS AND SPECIFICATIONS

KEYNOTES

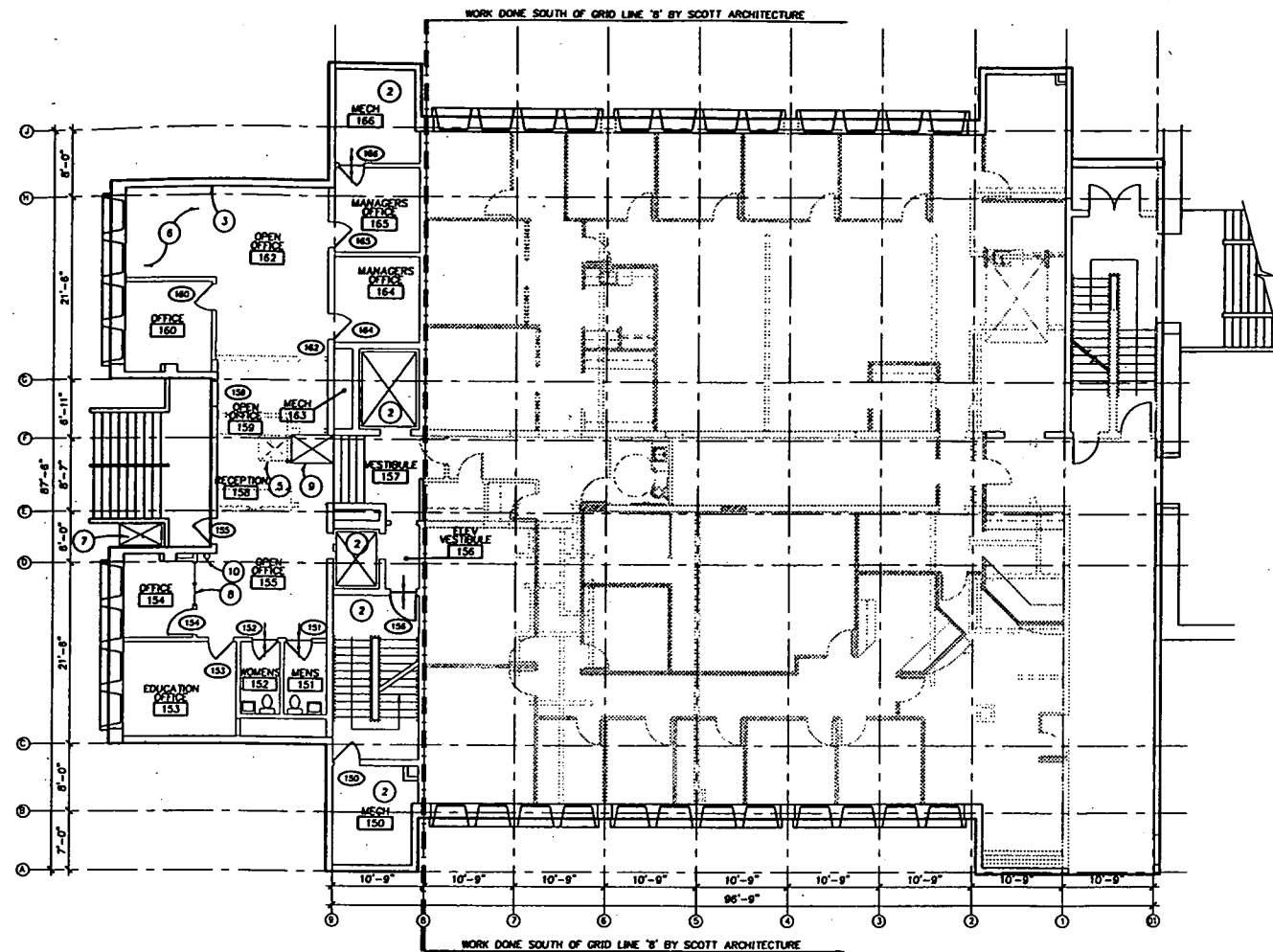
1. PROVIDE DOUBLE SINK. LOCATE TO MAKE USE OF EXISTING PLUMBING.
2. NO NEW WORK THIS AREA.
3. PATCH EXISTING WALL TO MATCH NEW CONSTRUCTION.
4. NOT USED.
5. LEVEL EXISTING CONCRETE SLAB TO RECEIVE NEW FLOOR FINISH.
6. ALIGN NEW FACE OF WALL WITH EXISTING FACE OF WALL.
7. VERIFY ROUTING OF PLUMBING THROUGH EXISTING CMU WALL AND REPAIR AS REQUIRED.
8. EXISTING CABINETS TO REMAIN.
9. MODIFY EXISTING DOOR FRAME AND PROVIDE NEW DOOR. CONTRACTOR VERIFY EXISTING OPENING SIZE.
10. PROVIDE NEW CONCRETE PAD AND ADA RAMP FROM EXIT.
11. DEMOLISH EXISTING 2'-6"x7'-0" DOOR & ADJACENT WALL AS REQUIRED TO PROVIDE A NEW 3'-0"x7'-0" DOOR. SEE DOOR SCHEDULE.
12. EXHAUST FAN TO BE REMOVED. PATCH OPENING PER DETAIL 3/AB.3
13. DOOR 015 TO REMAIN UNTIL THE COMPLETION OF DOOR 011 AND ADJACENT WALL TO PROVIDE A POINT OF SECURITY. UPON COMPLETION OF DOOR 011, DOOR 015 AND ADJACENT WALL TO BE DEMOLISHED AND AREA TO BE PATCHED AS REQUIRED TO MATCH NEW CONSTRUCTION.
14. FIRE EXTINGUISHER, MOUNT PER ADA REQUIREMENTS

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. SEE FINISH SCHEDULE FOR FINISHES.
- C. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

- EXISTING WALL TO REMAIN
- NEW (1) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U419 OR U485. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/AB.1
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- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION, SEE FINISH SCHEDULE.
- LOCATION OF DEMOLITION, SEE DETAIL 9/AB.2 AND SPECS. FOR TYPICAL FLOOR PATCHING.



FIRST FLOOR PLAN
1/8"=1'-0"

EXHIBIT C - FLOOR PLANS AND SPECIFICATIONS

KEYNOTES

1. NOT USED
2. NO NEW WORK THIS AREA
3. PATCH EXISTING WALL TO REMAIN AT LOCATION WHERE ADJOINING WALL IS TO BE DEMOLISHED. CONTRACTOR VERIFY PATCHING REQUIREMENTS BASED UPON CONDITION OF DEMOLITION WORK.
4. PATCH WALL PER DETAIL 9/A8.1
5. SEE LEGEND FOR WALL TYPE DESCRIPTION.
6. REQUIRED CLEAR FLOOR SPACE FOR ADA LIFT.
7. EXISTING FILING SYSTEM TO BE REMOVED. WASHINGTON COUNTY TO COORDINATE RE-USE OF FILING SYSTEM.
8. EXISTING ADA LIFT TO REMAIN.
9. PROVIDE NEW 1/4" TEMPERED GLASS @ EXISTING RELITE LOCATION.
10. NEW ADA LIFT W/ 30"x48" PLATFORM. SEE SPECIFICATIONS.
11. PROVIDE SURFACE MOUNTED FIRE EXTINGUISHER.

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. VICTIMS CENTER SHOWN HALF-TONED FOR REFERENCE.
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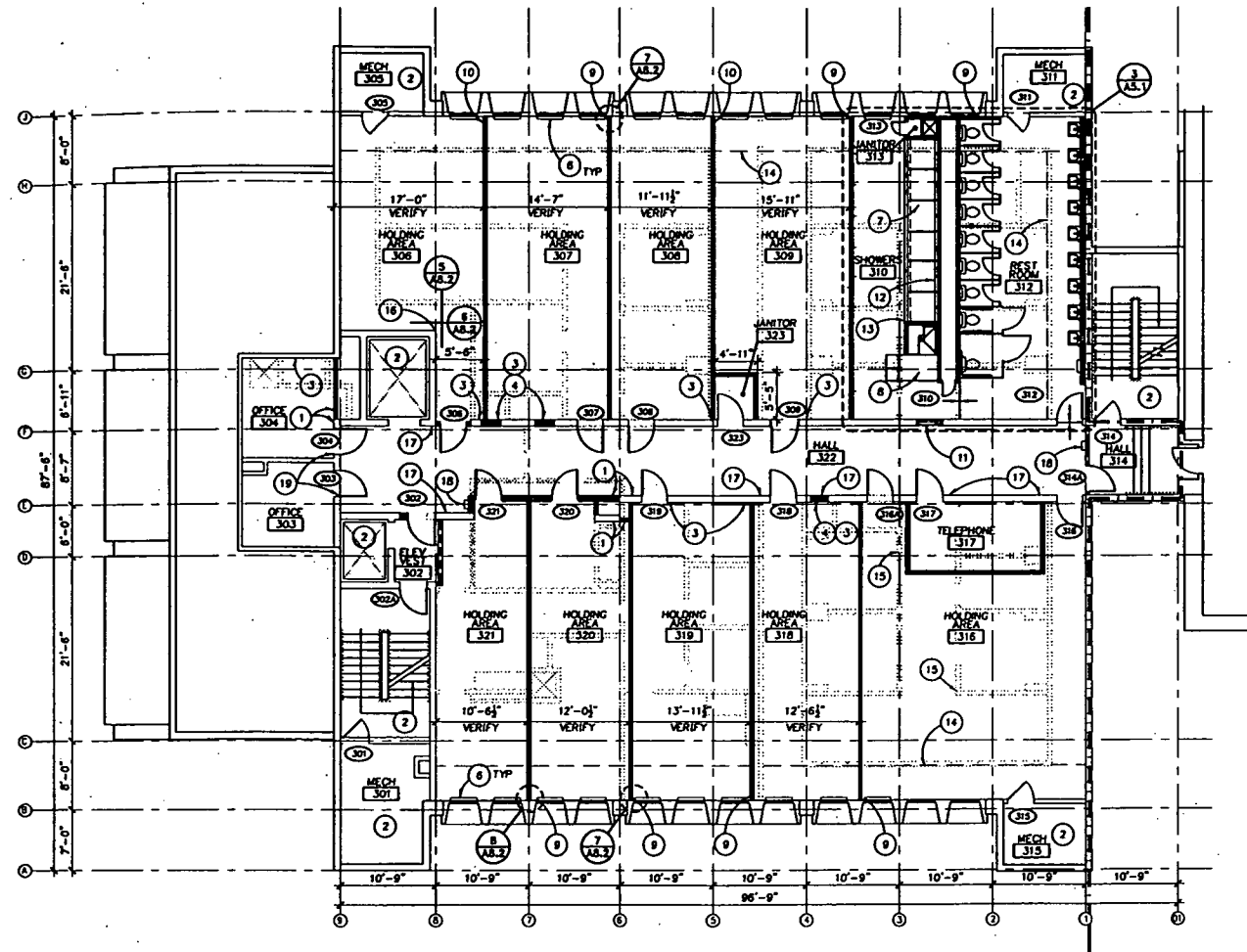
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THIRD FLOOR PLAN
1/8"=1'-0"

EXHIBIT C - FLOOR PLANS AND SPECIFICATIONS

KEYNOTES

1. ALIGN FACE OF NEW WALL WITH FACE OF EXISTING WALL.
2. NO NEW WORK THIS AREA.
3. PATCH EXISTING WALL TO REMAIN AT LOCATION WHERE ADJOINING WALL IS TO BE DEMOLISHED. CONTRACTOR VERIFY PATCHING REQUIREMENTS BASED UPON CONDITION OF DEMOLITION WORK.
4. PATCH WALL PER DETAIL 9/AB.1
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6. LEVEL EXISTING CONCRETE SLAB TO RECEIVE NEW FLOOR FINISH.
7. PROVIDE STEEL BARS @ WINDOW LOCATIONS. RE-USE BARS FROM FIRST FLOOR DEMO WORK.
8. PRE-FABRICATED SHOWER PARTITIONS.
9. PROVIDE PRE-FAB FIBER GLASS ADA DROP-IN SHOWER UNIT W/ ADA RAMP.
10. ALIGN WALL W/ EDGE OF WINDOW. SEE DETAIL 7/AB.2
11. CENTER WALL BETWEEN WINDOW OPENINGS. SEE DETAIL 8/AB.2
12. PROVIDE RELITE AT EXISTING DOOR LOCATION. SEE DETAILS 5.6, & 9/AB.3
13. CONTINUOUS OUTER DRAIN @ SHOWERS.
14. CONTINUOUS CURB @ SHOWERS.
15. SOWTIT, SEE REFLECTED CEILING PLAN.
16. PATCH HOLE IN SLAB PER DETAIL 10/AB.2
17. PROVIDE T.S. SUPPORT COLUMN @ BEAM SEAT PER DETAIL 5/AB.2
18. PATCH HOLE IN WALL @ LOCATION OF ABANDONED DUCT WORK PER DETAIL 4/AB.3
19. FIRE EXTINGUISHER, MOUNT PER ADA REQUIREMENTS.
20. SAW CUT EXISTING OPENING TO PROVIDE FOR NEW 3'-0"x7'-0" DOOR. SEE DOOR SCHEDULE.

GENERAL NOTES

- A. REFER TO PLUMBING DRAWINGS FOR SAWCUTTING AND PATCHING FOR NEW PLUMBING WORK AS REQUIRED IN EXISTING WALLS AND FLOORS.
- B. SEE FINISH SCHEDULE FOR FINISHES.
- C. DIMENSIONS BASED UPON EXISTING INFORMATION. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.

LEGEND

- EXISTING WALL TO REMAIN
- NEW (1) HOUR GYP BOARD WALL - 3 1/2" 25 GA MTL STUDS @24" OC W/ (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE. PER UL DES U410 OR U485. (WALL TO STRUCTURE.) MATCH THICKNESS OF ADJACENT EXISTING WALLS BY STAGGERING STUDS PER DETAIL 9/AB.1
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- LIMITS OF WORK
- NEW DOOR - SEE DOOR SCHEDULE
- EXISTING DOOR - SEE DOOR SCHEDULE
- FLOOR MATERIAL TRANSITION. SEE FINISH SCHEDULE.
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THIRD FLOOR PLAN

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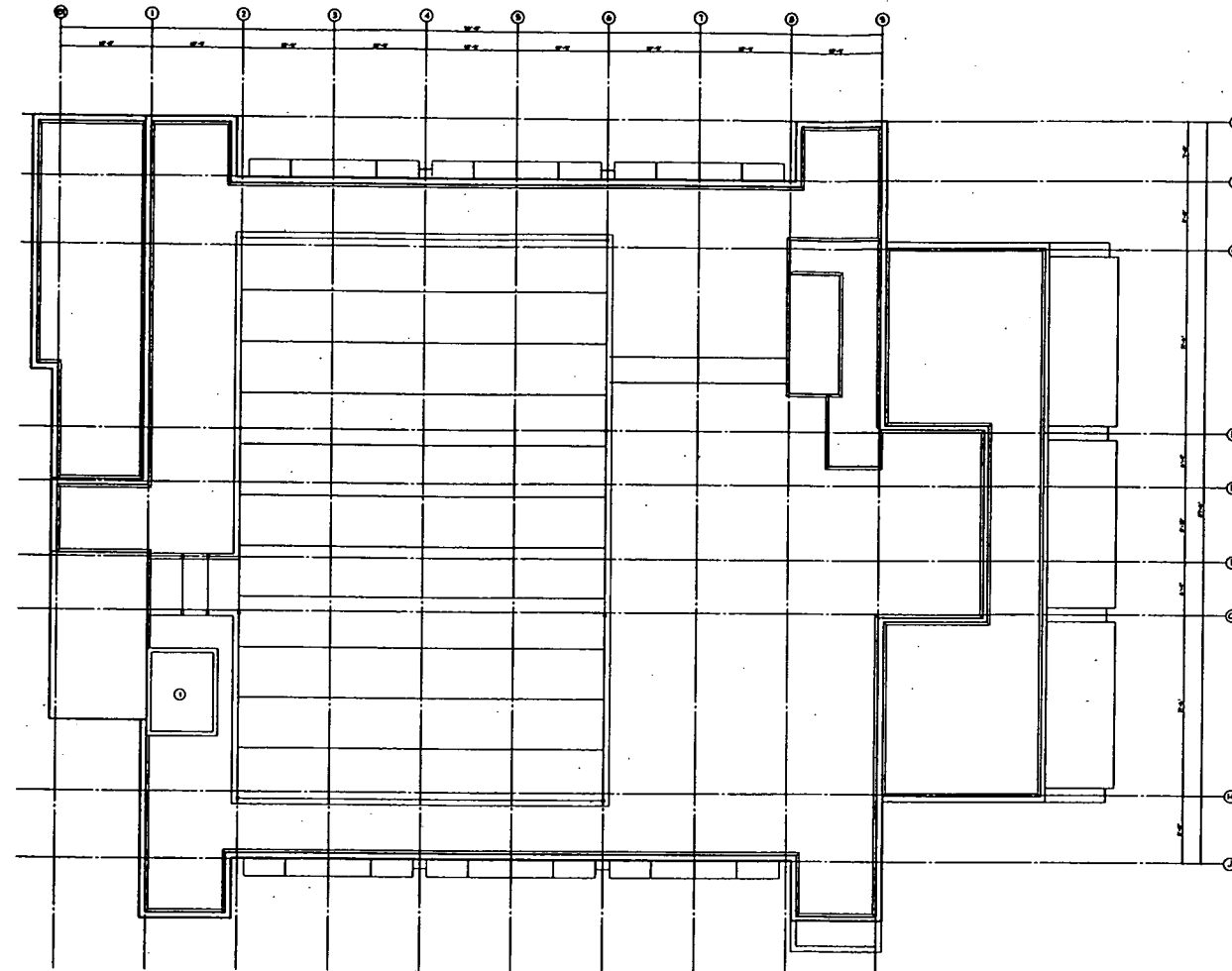


EXHIBIT C - FLOOR PLANS AND SPECIFICATIONS

 PROPOSED FLOOR PLAN - ROOF

SCALE: 3/16" = 1'-0"

MEETING DATE: MAY 27 1999
AGENDA NO: R-11
ESTIMATED START TIME: 10:25

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the Department of Community Justice and the Washington County Sheriff's Office

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

REGULAR MEETING: DATE REQUESTED: May 27, 1999
AMOUNT OF TIME NEEDED: 5 to 10 minutes

DEPARTMENT: Department of Community Justice

DIVISION: Adult Community Justice

CONTACT: Tichenor McBride TELEPHONE #: 248-3653
BLDG/ROOM #: 311 / DCJ

PERSON(S) MAKING PRESENTATION: Ginger Martin (phone: 736-6904)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement Number 700559 between the Department of Community Justice and the Washington County Sheriff's Office in support of a secure residential alcohol and drug treatment program.

5/27/99 originals to Ginger Martin,
copy to Bob Orest
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY JUSTICE
ADULT COMMUNITY JUSTICE ADMINISTRATION
ELYSE CLAWSON, DIRECTOR
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BEVERLY STEIN
COUNTY CHAIR

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: May 13, 1999

SUBJECT: Approval of a Lease and an Intergovernmental Agreement for the Department of Community Justice to operate a secure residential alcohol and drug treatment program in a Washington County facility.

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of a lease and an Intergovernmental Agreement between DCJ and Washington County. This will provide the facility, one 24-hour corrections officer, and supplies for a secure alcohol and drug treatment program administered by DCJ. Seventy beds will be available for men offenders under the supervision of DCJ.

II. BACKGROUND/ANALYSIS:

Recognizing an unmet community need, funding has been provided through the Jail Levy to develop secure alcohol and drug residential treatment services for offenders under DCJ's supervision. When siting issues are completed and DCJ has its own facility, the funding for these services will shift to the new facility. The offenders to be served at this facility need a secure setting for treatment of alcohol and/or drug problems, and have a medium or high risk to re-offend. Washington County Sheriff's Office will be an integral part of the program by providing the facility, a correctional officer, and some supplies and services. Past and current DCJ collaborations with Washington County should help contribute to the overall efficiency and effectiveness of these services.

III. FINANCIAL IMPACT:

The Department of Community Justice has up to \$969,973.00 available in Fiscal Year 1999 / 2000 for these services. The source of funding is the Jail Levy. Part of the Jail Levy has been allocated and budgeted specifically for these services. Because the services are not starting until September 1, 1999, part of these funds will not need to be used in FY 99/00.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

Success of this program depends on coordination and cooperation of several elements of Multnomah County's criminal justice system. Planning for this coordination and ongoing problem solving has begun through the Court Work group, and will continue once the program opens. Centralized public information and public relations will also be important to the success of the services. The DCJ will ensure that consistent, accurate information is given to the public and the press.

VI. LINK TO CURRENT COUNTY POLICIES:

The provision of these services links directly to the County's benchmarks of reducing recidivism and reducing substance abuse.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department of Community Justice will work closely with Washington County Facilities and the Washington County Sheriff's Office to ensure the best possible success of these services.

INTERGOVERNMENTAL AGREEMENT

WASHINGTON COUNTY OPERATIONAL SUPPORT OF THE MULTNOMAH COUNTY IN-PATIENT ALCOHOL AND DRUG TREATMENT PROGRAM

This agreement is entered into pursuant to ORS 203.010, which allows a county to make all necessary contracts, and pursuant to ORS 190.010, which allows one county to perform services under contract for another county, by and between Washington County ("Washington") and Multnomah County ("Multnomah"), herein collectively referred to as "Counties."

Washington and Multnomah, in consideration of the mutual promises, terms, and conditions provided herein, agree to the following:

TERMS AND CONDITIONS

I. PURPOSE OF AGREEMENT

Multnomah has entered into a separate lease agreement with Washington for lease of premises belonging to Washington, for use as an In-Patient Alcohol and Drug Treatment Program ("Program"). The purpose of the Program is to provide a secure environment within which a select target population of offenders otherwise managed as part of Multnomah's criminal justice system will receive intensive alcohol and drug treatment services. Multnomah will be solely responsible for Program operation. This agreement provides for specific materials and services to be provided by Washington to support the startup and operation of the Program.

II. OPERATING PROCEDURES

A. Designation of Liaison

Each party will designate a liaison person who will be responsible for coordination and implementation of this agreement. This designation is subject to change upon written notice at any time.

B. Agreement Term

This agreement shall become effective upon signature by both parties and shall remain in effect until June 30, 2004. At the end of the initial term, this agreement may be renewed for one-year increments, unless terminated or amended sooner by the mutual consent of both parties or by written notification without cause by either County at least 180 days prior to termination of this agreement. This agreement will terminate in the event the Lease terminates.

C. Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

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2. "Lease" shall mean the Lease Agreement between Multnomah and Washington dated May __, 1999.
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E. Amendments

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Multnomah will fund cost recovery for these supplies.

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Washington will provide one Sheriff's Office Corrections Officer post for 24 hours, seven days a week law enforcement presence (5.0 Full Time Equivalents), to monitor facility security system integrity, staff and patient personal safety, and to provide initial response capability to incidents occurring within the facility for Program support. Multnomah will fund these positions, on an adjusted full cost recovery basis; to include associated initial recruitment, training, outfitting, and continuing supply and equipment costs. Recruitment and full certification training must be completed in sufficient time to provide program staffing at opening, at least 120 days.

D. Washington's on-duty Corrections Officers shall have all authority otherwise provided by law to charge and arrest a Program Patient for commission of any new criminal offense. Any Program Patient so charged shall be deemed to be in the custody of Washington from the time of his arrest.

E. Additional Authority

The parties may develop additional operational arrangements relating to security, consistent with this Agreement, by written agreement of their designated liaisons.

V. PROGRAM STARTUP

A. The parties shall use their best efforts to effect Program startup by October 1, 1999, or as soon thereafter as is reasonably possible. Startup Phase I shall include substantial completion of improvements to the Facility as provided in the Lease, installation of equipment and supplies, and presence of Multnomah Program staff for purposes of familiarization and training. Phase I startup shall occur by September 1, 1999, or as soon thereafter as is reasonably possible. Phase II shall include all services and supplies provided under this agreement, and shall include all Program operations with Program Patients.

B. Program startup will require Washington to complete remodel of the Facility (as set forth in the Lease), to provide an initial stock of equipment and supplies for the facility, to recruit and train its corrections officers, and to incur other costs related to startup. All such costs are within the scope of this Agreement and shall be billed and paid for on a monthly basis following the effective date.

C. In the event either party determines that, for any reason, any significant element required for Program Startup will not be available, it shall immediately notify the other party in writing.

VI. BILLING AND PAYMENT

A. "Cost Recovery" as used in this Agreement shall include the direct cost and normal allocated indirect costs of providing a product or service by Washington.

B. Washington shall provide Multnomah with detailed monthly invoices describing the products and services provided, and the costs charged. A single monthly invoice shall include all applicable charges, monthly, and quarterly. Products and services provided to the Program by Washington through its Sheriff's Office and third-party vendors (including but not limited to equipment, supplies, telephone and cable services, food and laundry service, and law enforcement presence) will be charged and billed monthly. Other services provided by Washington (including but not limited to mail and printing services) will be billed quarterly.

- C. Washington will provide, on request, any management reports relating to products, services or costs relating to this Agreement that can readily be generated by its financial management information system. Such report shall be provided to Multnomah's Program manager.
- D. Multnomah shall pay for products and services provided within 30 days of the date of a monthly invoice.
- E. Washington shall have the right to increase charges for any products and services provided under this Agreement, as the actual cost increases.

VII. LIABILITY AND CLAIMS

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs and any appeal thereof) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- B. Notwithstanding Section VII.A. above, Multnomah shall hold harmless, defend, and indemnify Washington, including its officer, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs and any appeal thereof) as to:
 - 1. any acts committed by a Program Patient; and
 - 2. any claim brought by a Program Patient, except to the extent such claim arises solely out of the acts of Washington, or when the Program Patient was in the custody of Washington.
- C. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- D. This Agreement is expressly subject to the debt limitation of Oregon counties as set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- E. Employee Status

Neither party or its employees shall be deemed to be the employee of the other party, nor shall such employees be entitled to participate in a pension plan, insurance, bonus, or other benefits provided to employees of the other party. The

employees of each party are subject to the exclusive control and direction of their employing County. The corrections officers provided by Washington are for all purposes its employees, and are not employees, agents or representatives of Multnomah.

VIII. RELATED UNDERSTANDINGS

- A. Multnomah shall be solely responsible to identify and provide all facilities, equipment, services, treatment, and any other thing required to constitute an appropriate and effective Program, and to properly care and provide for Program Patients, in its discretion. Washington shall have no right to direct or change any aspect of the Program.
- B. Except as otherwise provided in this Agreement, a Program Patient shall be considered to be in the custody and control of Multnomah County at all times, until and unless the Program Patient is lodged in the Washington County Jail.

IX. MISCELLANEOUS

- A. Each party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, sex, marital status, age, medical condition or handicap.
- B. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.
- C. Each party is an independent contractor with regard to the other party and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- D. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

E. Severability

The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

F. Interpretation

The terms and conditions of this agreement shall be liberally construed in accordance with the general purpose of this agreement.

WHEREAS, the aforementioned is hereby agreed upon by the parties and executed by their duly authorized representatives below.

MULTNOMAH COUNTY

By: _____

Title: _____

Date: _____

Address: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

WASHINGTON COUNTY

By: _____

Title: _____

Date: _____

Address:

Washington County Sheriff's Office
Mail Stop #32
215 SW Adams Avenue
Hillsboro, OR 97123-3874

MULTNOMAH COUNTY REHABILITATION CENTER CONTRACT BUDGET FY99 AND FY00

Category/Object Name	FY98-99	FY99-00
PERSONAL SERVICES		
FULL TIME REG SALARIES	\$36,607	\$204,319
OVERTIME	\$1,333	\$8,000
FICA	\$2,910	\$16,241
WORKERS COMPENSATION	\$396	\$2,155
PERS CONTRIBUTION	\$4,145	\$23,137
PERS PICK-UP	\$2,283	\$12,741
MEDICAL INSURANCE	\$2,544	\$15,264
KAISER MEDICAL	\$636	\$3,816
DENTAL INSURANCE	\$630	\$3,780
LIFE/LTD INSURANCE	\$230	\$1,285
UNEMPLOYMENT INSURANCE	\$83	\$500
TRI-MET	\$219	\$1,312
EMPLOYER PAID WORK DAY	\$28	\$165
OTHER PERSONAL SERVICE COSTS		\$29,000
SUBTOTAL PERS SVS	\$52,044	\$321,715
PERMANENT FTE		
CORRECTIONS OFFICERS	5.00	5.00
MATERIALS AND SUPPLIES		
OFFICE SUPPLIES - INTERNAL		\$8,110
TECH & SCIENTIFIC SUPPLIES	\$300	\$500
POSTAGE & FREIGHT	\$500	\$2,400
OTHER OPERATING SUPPLIES	\$10,000	\$20,000
SMALL TOOLS	\$750	\$350
HOUSEHOLD GOODS	\$7,360	\$13,490
UNIFORMS	\$1,390	\$1,390
INMATE CLOTHING	\$7,500	
PRINTING - INTERNAL	\$2,000	\$6,000
TELEPHONE MONTHLY-INTERNAL		\$3,132
TELEPHONE - LONG DISTANCE		\$500
NON-VEHICLE EQUIPMENT R&M	\$1,000	\$2,000
SUBTOTAL M&S	\$30,800	\$57,872
CAPITAL OUTLAY		
OFFICE EQUIP (OVER \$500)		
OFFICE EQUIP UNDER \$500		
OTHER	\$5,000	
BODY ARMOR		
SUBTOTAL CAPITAL	\$5,000	\$0
OTHER EXPENDITURES		
CONTINGENCY	\$4,142	\$31,090
SUBTOTAL OTHER	\$4,142	\$31,090
<i>Contingency Calculation Basis: operating budget less indirect and contingency amounts x 5%</i>		
INTERFUND TRANSFERS		
INDIRECT COSTS (18.63 % of Personal Svs. Costs)	\$9,696	\$59,936
JAIL BED RENTAL (Medical and Disciplinary @ 86.87 PER DAY--500 days)		\$43,435
JAIL FOOD SERVICE		\$187,245
JAIL LAUNDRY SERVICE		\$11,542
SUBTOTAL INTERFUND	\$9,696	\$302,158
GRAND TOTAL	\$101,682	\$712,835
REVENUE NEEDED FROM MULTNOMAH COUNTY TO RUN PROGRAM	\$101,682	\$712,835

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0010595
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-11 DATE 5/27/99 DEB BOGSTAD BOARD CLERK


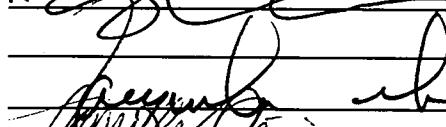
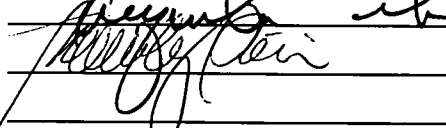
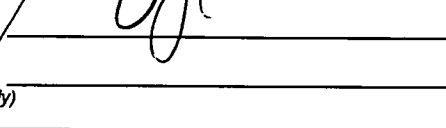
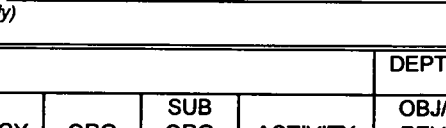
Department: Community Justice Division: ACJ Date: April 28, 1999
 Originator: Ginger Martin Phone: 736-6904 Bldg/Rm: 161 / 600
 Contact: Tichenor McBride Phone: 248-3653 Bldg/Rm: 311 / RMS

Description of Contract: This Intergovernmental Agreement provides the details of an Agreement with the Washington County Sheriff's Office to provide a facility, staff support, and supplies for a secure residential alcohol and drug treatment center that will be administered by the Multnomah County Department of Community Justice.

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

Contractor Washington County Sheriff's Office		Remittance address	
Address 150 N. 1 st Avenue		(If different)	
Hillsboro, Oregon 97124			
Phone (503) 846-2700		Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	September 1, 1999	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	August 31, 2000 w/ renewals to 4 years	<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Original Contract Amount \$	\$712,835.00	<input type="checkbox"/> Requirements Not to Exceed \$	
Total Amt of Previous Amendments \$	N/A		
Amount of Amendment \$	N/A		
Total Amount of Agreement \$	\$712,835.00	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager X  DATE 5-18-99
 Purchasing Manager  DATE
 (Class II Contracts Only)
 County Counsel  DATE 5/19/99
 County Chair  DATE May 27, 1999
 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	169	022	2320				6110			712,835	
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.

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The parties may develop additional operational arrangements relating to security, consistent with this Agreement, by written agreement of their designated liaisons.

V. PROGRAM STARTUP

- A. The parties shall use their best efforts to effect Program startup by October 1, 1999, or as soon thereafter as is reasonably possible. Startup Phase I shall include substantial completion of improvements to the Facility as provided in the Lease, installation of equipment and supplies, and presence of Multnomah Program staff for purposes of familiarization and training. Phase I startup shall occur by September 1, 1999, or as soon thereafter as is reasonably possible. Phase II shall include all services and supplies provided under this agreement, and shall include all Program operations with Program Patients.
- B. Program startup will require Washington to complete remodel of the Facility (as set forth in the Lease), to provide an initial stock of equipment and supplies for the facility, to recruit and train its corrections officers, and to incur other costs related to startup. All such costs are within the scope of this Agreement and shall be billed and paid for on a monthly basis following the effective date.
- C. In the event either party determines that, for any reason, any significant element required for Program Startup will not be available, it shall immediately notify the other party in writing.

VI. BILLING AND PAYMENT

- A. "Cost Recovery" as used in this Agreement shall include the direct cost and normal allocated indirect costs of providing a product or service by Washington.
- B. Washington shall provide Multnomah with detailed monthly invoices describing the products and services provided, and the costs charged. A single monthly invoice shall include all applicable charges, monthly, and quarterly. Products and services provided to the Program by Washington through its Sheriff's Office and third-party vendors (including but not limited to equipment, supplies, telephone and cable services, food and laundry service, and law enforcement presence) will be charged and billed monthly. Other services provided by Washington (including but not limited to mail and printing services) will be billed quarterly.

- C. Washington will provide, on request, any management reports relating to products, services or costs relating to this Agreement that can readily be generated by its financial management information system. Such report shall be provided to Multnomah's Program manager.
- D. Multnomah shall pay for products and services provided within 30 days of the date of a monthly invoice.
- E. Washington shall have the right to increase charges for any products and services provided under this Agreement, as the actual cost increases.

VII. LIABILITY AND CLAIMS

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs and any appeal thereof) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- B. Notwithstanding Section VII.A. above, Multnomah shall hold harmless, defend, and indemnify Washington, including its officer, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs and any appeal thereof) as to:
 - 1. any acts committed by a Program Patient; and
 - 2. any claim brought by a Program Patient, except to the extent such claim arises solely out of the acts of Washington, or when the Program Patient was in the custody of Washington.
- C. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- D. This Agreement is expressly subject to the debt limitation of Oregon counties as set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- E. Employee Status

Neither party or its employees shall be deemed to be the employee of the other party, nor shall such employees be entitled to participate in a pension plan, insurance, bonus, or other benefits provided to employees of the other party. The

employees of each party are subject to the exclusive control and direction of their employing County. The corrections officers provided by Washington are for all purposes its employees, and are not employees, agents or representatives of Multnomah.

VIII. RELATED UNDERSTANDINGS

- A. Multnomah shall be solely responsible to identify and provide all facilities, equipment, services, treatment, and any other thing required to constitute an appropriate and effective Program, and to properly care and provide for Program Patients, in its discretion. Washington shall have no right to direct or change any aspect of the Program.
- B. Except as otherwise provided in this Agreement, a Program Patient shall be considered to be in the custody and control of Multnomah County at all times, until and unless the Program Patient is lodged in the Washington County Jail.

IX. MISCELLANEOUS

- A. Each party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, sex, marital status, age, medical condition or handicap.
- B. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.
- C. Each party is an independent contractor with regard to the other party and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- D. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

E. Severability

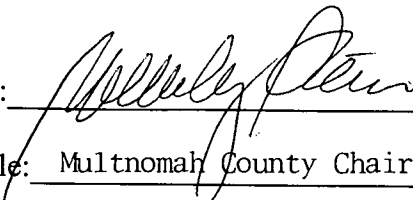
The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

F. Interpretation

The terms and conditions of this agreement shall be liberally construed in accordance with the general purpose of this agreement.

WHEREAS, the aforementioned is hereby agreed upon by the parties and executed by their duly authorized representatives below:

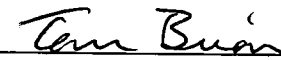
MULTNOMAH COUNTY


By: 
Title: Multnomah County Chair
Date: May 27, 1999

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-11 **DATE** 5/27/99
DEB BOGSTAD
BOARD CLERK

Address: 1120 SW Fifth Avenue, Suite 1515
Portland, Oregon 97204-1914

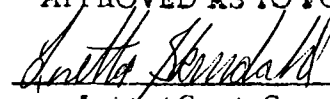
WASHINGTON COUNTY

By: 
Title: Chair Board of Commissioners
Date: May 19, 1999
Address:


Washington County Sheriff's Office
Mail Stop #32
215 SW Adams Avenue
Hillsboro, OR 97123-3874

WASHINGTON COUNTY
Board of Commissioners
Administration Building, 166 N. First Ave.
HILLSBORO, OREGON 97124

APPROVED AS TO FORM


Assistant County Counsel
For Washington County, Oregon

Department and County Counsel Approval and Review

Approved: X

Department Manager or Designee

5-19-99
Date

Reviewed: THOMAS SPONSLER, COUNTY COUNSEL FOR MULTNOMAH COUNTY

By: [Signature]
Assistant County Counsel

5/19/99
Date

MULTNOMAH COUNTY A&D PROGRAM

MULTNOMAH COUNTY REHABILITATION CENTER CONTRACT BUDGET FY 99 AND FY00		
STAFFING	FY 98-99	FY 99-00
Certified FTE =	5	5
PERSONAL SERVICES		
FULL TIME REGULAR SALARIES	\$ 36,607	\$ 204,319
OVERTIME	\$ 1,333	\$ 8,000
FICA	\$ 2,910	\$ 16,241
WORKERS COMPENSATION	\$ 396	\$ 2,155
WORK DAY TAX	\$ 28	\$ 165
PERS CONTRIBUTION	\$ 4,145	\$ 23,137
PERS PICK UP	\$ 2,283	\$ 12,741
MEDICAL INSURANCE	\$ 2,544	\$ 15,264
KAISER MEDICAL	\$ 636	\$ 3,816
DENTAL INSURANCE	\$ 630	\$ 3,780
LIFE/LTD INSURANCE	\$ 230	\$ 1,285
UNEMPLOYMENT INSURANCE	\$ 83	\$ 500
TRI-MET TAX	\$ 219	\$ 1,312
OTHER PERSONAL SERVICE COSTS		\$ 29,000
TOTAL PERSONAL SERVICES	\$ 52,044	\$ 321,715
MATERIALS AND SUPPLIES		
OFFICE SUPPLIES INTERNAL		\$ 8,110
TECH. & SCIENTIFIC SUPPLIES	\$ 300	\$ 500
POSTAGE & FREIGHT	\$ 500	\$ 2,400
OTHER OPERATING SUPPLIES	\$ 10,000	\$ 20,000
SMALL TOOLS	\$ 750	\$ 350
HOUSEHOLD SUPPLIES	\$ 7,360	\$ 13,490
INMATE CLOTHING	\$ 7,500	\$ -
UNIFORMS	\$ 1,390	\$ 1,390
PRINTING INTERNAL	\$ 2,000	\$ 6,000
TELE-MONTHLY (DCM)		\$ 3,132
LONG DISTANCE		\$ 500
NON-VEHICULAR EQUIP REPAIR	\$ 1,000	\$ 2,000
TOTAL MATERIALS AND SUPPLIES	\$ 30,800	\$ 57,872
CAPITAL OUTLAY		
FIXED ASSETS	\$ 5,000	\$ -
TOTAL CAPITAL OUTLAY	\$ 5,000	\$ -
OTHER EXPENDITURES		
CONTINGENCY	\$ 4,142	\$ 31,090
Contingency Calculation Basis: Operating budget less indirect and contingency amounts X 5 %		
INTERFUND TRANSFERS		
INDIRECT COSTS (18.63 % of Personal Svs. Costs)	\$ 9,696	\$ 59,936
JAIL BED RENTAL (Medical and Disciplinary @86.87 PER DAY--500 days)		\$ 43,435
JAIL FOOD SERVICE		\$ 187,245
JAIL LAUNDRY SERVICE		\$ 11,542
TOTAL INTERFUND TRANSFER	\$ 9,696	\$ 302,158
TOTAL EXPENDITURES -- MULTNOMAH PROGRAM	\$ 101,682	\$ 712,835
REVENUES		

MEETING DATE: MAY 27 1999
AGENDA NO: R-12
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Sex Offender Grant

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Community Justice DIVISION: Juvenile and Adult Divisions

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Comprehensive Approaches to Sex Offender Management Grant

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: E Clawson / Mff

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 PM 6:26
MULTI-COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



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

DATE: May 17, 1999

SUBJECT: Notice of Intent to Apply for Sex Offender Grant

I. Recommended Action

Board approval to apply for Comprehensive Approaches to Sex Offender Management Grant.

II. Background/Analysis

Several planning meetings have identified the need for specialized programs for treating MR/DD and mentally ill juvenile and adult sex offenders. The planning process brought together representatives of several justice and treatment agencies who have agreed to serve on a steering committee should the grant be awarded to Multnomah County. Our proposed program will combine psychologically and intellectually appropriate sex offender therapy with stabilization, medication management, life skills, crisis intervention, and other support services. The objective of the project will be to reduce recidivism by the target population and to identify effective interventions. The grant program is managed by the US Department of Justice/Office of Justice Programs and the Center for Sex Offender Management.

III. Financial Impact

The grant will total \$250,000. It will cover indirect costs. There is a 25% match requirement. The match can be in-kind, which will allow us to meet the match requirement with the time that staff will contribute to the project and resources already budgeted on the target population. The grant period is 18 months, which will give us time to determine the impact of the strategies and decide whether it would be cost effective to continue the program after federal funding expires. There is a possibility that grant funding may be continue after 18 months.

IV. Legal Issues

None

V. Controversial Issues

None

VI. Link to Current County Policies

The County has supported the specialization of juvenile and adult PO's to supervise sex offenders, contracts to provide therapy, and the Secure Residential Treatment Program for juveniles. Research supports the use of sex offender treatment to reduce recidivism. We do not have sufficient treatment resources for the target population of MR/DD and mentally ill sex offenders.

VII. Citizen Participation

None

VIII. Government Participation

Planning has involved DCJ, Circuit Court, DA's Office, Sheriff's Office, and Behavioral Health.

BUDGET MODIFICATION NO.

DSS 99_13

(For Clerk's Use) Meeting Date **MAY 27 1999**Agenda No. **R-13**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Support ServicesDIVISION Budget and QualityCONTACT Dave WarrenTELEPHONE 83822

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Dave WarrenSUGGESTEDAGENDA TITLE

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

Reduces General Fund Cash Transfer to the Library Fund in 98-99 by \$1,291,220**to reflect increase in property tax levy revenue and decrease in need for General Fund support.****Increases General Fund Cash Transfer to the Public Safety Levy fund in 98-99 by \$738,842****to reflect increase in "fossil" public safety levy receipts in the General Fund**

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

The Library Fund has a local option levy, property taxes dedicated to the library system. It also receives two transfers from the General Fund: all the taxes from the Fossil Library Levy, and a General Fund subsidy. The subsidy keeps the library Fund at the level promised voters when they approved the local option levy in 1998. Because the Fossil Library Levy and the local option levy both produce more property taxes, the subsidy can be reduced.

Library Fund Property Taxes and GF Support

	Budgeted	Actual	Difference
Library Local Option Levy	15,455,602	16,746,822	1,291,220
Fossil Library Levy	14,575,370	14,921,662	346,292
GF Supplement to Library	3,176,955	1,539,443	(1,637,512)

Total Library Levies + Supplement	33,207,927	33,207,927	0
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The net reduction is \$1,291,220, the sum of the changes to the two General Fund components of the transfer.

The transfer to the Public Safety Levy is simpler. Tax receipts were higher, the Public Safety Fund is the place the increase should appear.

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

Increase estimated property taxes in Library Levy Fund by \$1,291,220

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

General Fund Contingency before this modification

After this modification

Originated By <u>David C. Warren</u>	Date <u>5/19/99</u>	Department Director <u>Richard S. Galt</u>	Date <u>5/19/99</u>
Plan/Budget Analyst <u>J. Mark Campbell</u>	Date <u>5-19-99</u>	Employee Services <u></u>	Date <u></u>
Board Approval <u>W. Borowicz</u>	Date <u>5/27/99</u>		

BOARD OF
 COUNTY COMMISSIONERS
 MAY 13 1999
 MULTNOMAH COUNTY
 OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
GARY HANSEN
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren, Budget and Quality Division *devr.*

DATE: May 19, 1999

RE: Bud Mod DSS 99_13 Changing Cash Transfers to Library and Public Safety Levy Funds

1. Recommendation/Action Requested:

Approve the Bud Mod correcting the cash transfers to reflect actual 98-9 property tax receipts and comply with the policy decision to attribute "fossil levy" receipts to the Library and Public Safety levy funds.

2. Background/Analysis:

Property taxes in 1998-99 ended up being higher than we budgeted.

	<i>Budgeted</i>	<i>Actual</i>	Difference
Total Property Taxes	<i>161,735,997</i>	<i>166,502,653</i>	4,766,656

Property taxes in the General fund have three components, the former tax base, and the two former serial levies, all superseded by a single "permanent tax rate" We continue to account for the three components separately.

	<i>Budgeted</i>	<i>Actual</i>	
Difference			
Fossil Tax Base	<i>100,607,331</i>	<i>102,997,633</i>	2,390,302
Fossil Public Safety Levy	<i>31,097,694</i>	<i>31,836,536</i>	738,842
Fossil Library Levy	<i>14,575,370</i>	<i>14,921,662</i>	346,292
Subtotal	<i>146,280,395</i>	<i>149,755,831</i>	3,475,436

\$3.5 million of the increased property taxes are in the General Fund. The remaining additional property tax is in the Library Fund. The Library Fund has a local option levy, property taxes dedicated to the library system. It also receives two transfers from the General Fund: all the taxes from the Fossil Library Levy, and a General Fund subsidy. The subsidy keeps the library Fund at the level promised voters when they approved the local option levy in 1998. Because the Fossil Library Levy and the local option levy both produce more property taxes, the subsidy can be reduced.

	Budgeted	Actual	Difference
Library Local Option Levy	15,455,602	16,746,822	1,291,220
Fossil Library Levy	14,575,370	14,921,662	346,292
GF Supplement to Library	<u>3,176,955</u>	<u>1,539,443</u>	<u>(1,637,512)</u>
Total Library Levies + Supplement	33,207,927	33,207,927	0

3. Financial Impact:

The Budget Modification recognizes the additional "fossil levy" receipts in the General Fund and transfers them appropriately. It also reduces the General Fund subsidy of the Library Fund to recognize the additional property tax receipts from the Local Option Library Levy.

4. Legal Issues:

None

5. Controversial Issues:

None

6. Link to Current County Policies:

The Board authorizes cash transfers supporting funds other than the General Fund. Reducing those transfers is properly a Board decision. Increasing the cash transfers is something the Board alone can legally authorize.

7. Citizen Participation:

NA

8. Other Government Participation:

NA

MEETING DATE: MAY 27 1999
AGENDA NO: R-14
ESTIMATED START TIME: 10:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adopting the 1999-00 Multnomah County Budget

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 27, 1999

AMOUNT OF TIME NEEDED: 30 Minutes

DEPARTMENT: Support Svcs DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822

BLDG/ROOM #: 160-1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution adopting the 1999-00 Multnomah County Budget, making appropriations, and responding to the recommendations of the Tax Supervising and Conservation Commission as required by ORS 294.435

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:

Vickie S. Baker

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 PM 6:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren, Budget Manager

DATE: May 19, 1999

SUBJECT: Adopting the 1999-00 Budget

1. Recommendation/Action Requested:

Adopt the Budget. At the time of adoption, the Board can amend the budget to include anything up to a 10% increase in any fund.

2. Background/Analysis:

Adoption of the budget sets the upper limit on departmental spending during the next year. Numerous amendments will be proposed that will alter the spending plan in the existing document. Most of these amendments are technical in nature (correct errors, reclassify positions, move appropriations between organizations or line items without changing programs), add unbudgeted revenues, carry over expenditures authorized last year where the item could not be delivered by June 30 or the project cannot be completed. The technical, revenue, and carryover amendments, I recommend the Board approve as a block.

A number of amendments affect program content. The program amendments should be voted on individually.

3. Financial Impact:

Tax Supervising will probably make recommendations and objections to which the Board must respond at the time of adopting the budget. Some of those responses may involve amendments. The amendments required to satisfy the Tax Supervising recommendations and objections will be presented when we know what they are.

4. Legal Issues:

5. Controversial Issues:

Normal discussions that surround funding decisions

6. Link to Current County Policies:

The budget complies with the County's financial policies.

7. Citizen Participation:

Citizen comment has been made on the budget at several hearings. Citizens may wish to testify as the document is adopted.

8. Other Government Participation:

NA

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY

RESOLUTION

Adopting the 1999-00 Budget for Multnomah County and making
appropriations thereunder, pursuant to ORS 294.435

The Board of County Commissioners finds:

- a. The Multnomah County budget, with requirements in the sum of \$1,074,786,440 as prepared by the duly appointed Budget Officer has been considered and approved by the Board.
- b. A public hearing on this budget was held before the Multnomah County Tax Supervising and Conservation Commission on the 25th day of May 1999.
- c. The budget is on file in the Office of the Chair of Multnomah County.
- d. The Board has made certain amendments to the above-described budget and those amendments are attached to this resolution as Attachment A.
- e. The budget, as amended, includes requirements in the sum of \$.
- f. The appropriations authorized are attached to this resolution as attachment B.
- g. The Tax Supervising and Conservation Commission has certified the budget and the Board responses to the recommendations and objections of the Tax Supervising and Conservation Commission are attached to the Resolution as Attachment C.
- h. Board notes of actions to be taken during the next year are attached to this resolution as attachment D.

The Board resolves:

1. The budget, including Attachments A, B, C and D, is adopted as the budget of Multnomah County, Oregon.
2. The attached appropriations are authorized for the fiscal year July 1, 1999 to June 30, 2000.

ADOPTED this 27th day of May 1999.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

Reviewed:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Thomas Sponsler
Thomas Sponsler

MEETING DATE: MAY 27 1999
AGENDA NO: R-15
ESTIMATED START TIME: 11:10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Levying Property Taxes for 1999-00

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 27, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Svcs DIVISION: Budget and Quality

CONTACT: Dave Warren

TELEPHONE #: 248-3822

BLDG/ROOM #: 160 / 1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution levying ad valorem taxes for Multnomah County in 1999-00

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:

Sidnie L. Gabe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 18 PM 6:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Dave Warren, Budget and Quality Division
DATE: May 17, 1999
RE: Levying Property Taxes for 1999-00

1. Recommendation/Action Requested:

Levy the taxes for 1999-00

2. Background/Analysis:

The resolution levies the taxes included in the Adopted Budget

3. Financial Impact:

The action authorizes rate levies for the General Fund (permanent tax rate) of \$4.3434 per thousand and for the Library Local option Levy of \$0.5947 per thousand. It also levies \$11,147.504 for bonded debt payments

4. Legal Issues:

None, I believe

5. Controversial Issues:

6. Link to Current County Policies:

7. Citizen Participation:

NA

8. Other Government Participation:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1999-00

The Multnomah County Board of Commissioners Finds:

- a. The Board has adopted the budget for Multnomah County, Oregon for fiscal year 1999-00.
- b. That budget provides for ad valorem property taxes to be levied on all property in Multnomah County

The Multnomah County Board of Commissioners Resolves:

1. The Board levies the taxes provided for in the adopted budget/
2. These taxes are a combination of authorized tax rates and authorized dollar amounts as follows:

Operating Taxes	Tax Rate / \$1,000	Estimated Taxes
Permanent Tax Rate	\$ 4.3434	161,610,695
Library Local Option Levy	\$ 0.5947	22,131,365
Total Operating Taxes	\$ 4.9381	183,742,060

Bonded Indebtedness	Tax Amount	Estimated Tax Rate / \$1,000
General Obligation Debt Levy	11,859,047	\$ 0.3187
Total Debt Levy	11,859,047	\$ 0.3187

3. These taxes are levied upon all taxable property in Multnomah County

Adopted this 27th day of May 1999.

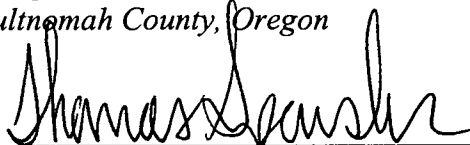
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By



Thomas Sponsler, County Counsel