

# **ANNOTATED MINUTES**

Thursday, June 26, 2003 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

*Chair Diane Linn convened the meeting at 9:32 a.m., with Vice-Chair Maria Rojo de Steffey and Commissioners Lisa Naito and Lonnie Roberts present, and Commissioner Serena Cruz excused.*

### **CONSENT CALENDAR**

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

### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- C-1 Government Revenue Contract (190 Agreement) 0410452 with Multnomah County School District No 1J, Providing Fleet Maintenance, Fueling, Motor Pool Use, and Administrative Services

### **OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS**

- C-2 Budget Modification OSCP-FY03-#2 Adjusting the Office of School and Community Partnerships 2003 Budget to Reflect Actual Grant Awards as of April 2003. The Net Grant-Funded Increase from these Adjustments is \$1,305,514

### **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-3 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

***ORDER 03-096.***

- C-4 Renewal of County Financial Assistance Government Revenue Contract 0410466 (190 Agreement) with the State of Oregon, Department of Human Services, Providing Funding for Mental Health, Alcohol and Drug and Developmental Disabilities Services

### **SHERIFF'S OFFICE**

- C-5 Budget Modification MCSO 03 Ext-19 Adding \$151,529.70 in Revenue and Appropriations to FY 02/03 Budget to Re-establish the SEDE Fund for the MCSO Special Investigations Unit
- C-6 Budget Modification MCSO 03 Ext-20 Appropriating \$20,581 in Grant Revenue to FY 02/03 Budget from the Bulletproof Vest Partnership Program, for Purchase of Bullet Proof Vests
- C-7 Budget Modification MCSO 03 Ext-21 Appropriating \$14,294 in Funding from the State of Oregon Parks & Recreation Department to the Sheriff's Office, to Provide Overtime to Enhance Patrol and Emergency Services in Support of the Recreation Management of Government Island, McGuire Island and Lemon Island

### **REGULAR AGENDA**

***COMMISSIONER NAITO INTRODUCED ERIK HALUZAK, RECENT GRADUATE FROM OREGON STATE UNIVERSITY, JOB SHADOWING COUNTY HUMAN SERVICES DIRECTOR PATRICIA PATE AND BOARD STAFF.***

***COMMISSIONER ROBERTS' MOTION FOR CONSIDERATION OF A UNANIMOUS CONSENT ITEM FAILED FOR LACK OF A SECOND. CHAIR LINN ADVISED SHE AND COMMISSIONER ROBERTS WILL DISCUSS ISSUE AND GET BACK TO THE BOARD.***

### **PUBLIC COMMENT**

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

***NO ONE WISHED TO COMMENT.***

## **NON-DEPARTMENTAL**

R-1 2003 Legislative Update. Presented by Gina Mattioda, Stephanie Soden Joanne Fuller and Steve Liday.

**GINA MATTIODA PRESENTATION REGARDING HB 2221B - DUII ASSESSMENT FEE, AND UPDATE ON HB 2804-3 AMENDMENTS - DISTRIBUTION OF BEER TAX INCREASE. STEPHANIE SODEN PRESENTATION REGARDING HB 2041B - TRANSPORTATION PACKAGE, AND PUBLIC SAFETY BUDGETS, (OREGON YOUTH AUTHORITY, PUBLIC DEFENSE SERVICES COMMISSION/INDIGENT DEFENSE FUNDING, DISTRICT ATTORNEY FUNDING AND DEPARTMENT OF CORRECTIONS). MS. SODEN AND JOANNE FULLER RESPONSE TO BOARD QUESTIONS REGARDING OREGON YOUTH AUTHORITY AND DEPARTMENT OF CORRECTIONS BUDGETS. COMMISSIONER NAITO ASKED THAT COUNTY ATTORNEYS LOOK AT OPT OUT CLAUSE, AND PROVIDE THE BOARD WITH AN UPDATE ON WHAT'S HAPPENING WITH THE COUNTIES WHO ARE OPTING OUT. MS. FULLER AND MS. MATTIODA RESPONSE TO BOARD DISCUSSION REGARDING THE LEGISLATURE'S HANDLING OF THE DEPARTMENT OF CORRECTIONS RESTORATION PACKAGE AS IT RELATES TO MULTNOMAH COUNTY. MS. FULLER PRESENTATION ON THE IMPACTS TO THE DEPARTMENT OF COMMUNITY JUSTICE BUDGET DUE TO STATE COMMUNITY CORRECTIONS AND COUNTY GENERAL FUND REDUCTIONS. COMMISSIONER NAITO COMMENTS IN APPRECIATION FOR THE HARD WORK AND LEADERSHIP OF JOANNE FULLER AND STEVE LIDAY IN SALEM. MS. FULLER THANKED COMMISSIONER NAITO AND CHAIR LINN FOR THEIR SUPPORT AND THANKED STAFF ROBB FREDACOWIE FOR HIS EFFORTS ON BEHALF OF THE DEPARTMENT. AT THE REQUEST OF MS. FULLER, CHAIR LINN**

**ADVISED SHE WOULD PREPARE LETTERS FOR THE BOARD TO SEND THANKING STATE SENATORS AVEL GORDLY AND MARGARET CARTER FOR THEIR SUPPORT IN OBTAINING GANG FUNDING FOR MULTNOMAH COUNTY.**

- R-2 Budget Modification 03\_NOND\_06 Authorizing Year-End General Fund Contingency Transfers to the Health Department and Sheriff's Office

**COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-2. MARK CAMPBELL EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF COMMUNITY JUSTICE**

- R-3 NOTICE OF INTENT for Approval to Submit a Proposal to Robert Wood Johnson Foundation (RWJF) for Funding an Evaluation Study

**COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-3. BENJAMIN CHAMBERS AND SCOTT KEIR EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONER ROJO. CHAIR LINN ASKED THAT IF THE DEPARTMENT IS SUCCESSFUL IN OBTAINING THE FUNDING, THAT IT SHARES THE STUDY INFORMATION WITH OUR HOMELESS YOUTH AND ALCOHOL AND DRUG TREATMENT PROVIDERS TO GET THE BEST PRACTICES AND MODELS FOR BEST OUTCOMES FOR COUNTY YOUTH. MR. CHAMBERS ADVISED THEY WOULD DO SO. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- R-4 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans And Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROBERTS MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF FIRST READING AND ADOPTION. GARY CLIFFORD EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 1013 UNANIMOUSLY ADOPTED.**

**DEPARTMENT OF HEALTH**

- R-5 NOTICE OF INTENT to Submit a Proposal to the Centers for Disease Control and Prevention for STEPS to a Healthier US Program Grant

**COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-5. WENDY RANKIN EXPLANATION AND RESPONSE TO COMMISSIONER NAITO AND CHAIR LINN COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-6 NOTICE OF INTENT to Apply for Grant Funding from the US Department of Health and Human Services' Center for Disease Control and Prevention to Develop and Deliver Hepatitis Education and Prevention Materials to At-Risk Populations

**COMMISSIONER ROBERTS MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-6. VIRGINIA SCHMITZ EXPLANATION AND RESPONSE TO QUESTIONS AND DIRECTION OF CHAIR LINN THAT STAFF SHARE INFORMATION WITH ALL COUNTY PARTNERS, INCLUDING EDUCATION AND PREVENTION MATERIALS IN VARIOUS LANGUAGES. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 10:25 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

*connecting citizens with information and services*

### **BOARD OF COMMISSIONERS**

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**Commission Dist. 1**

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**JUNE 26, 2003**

### **BOARD MEETING**

#### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. 2003 Legislative Update
Pg 3	9:50 a.m. General Fund Contingency
Pg 3	10:00 a.m. NOTICE OF INTENT to Submit a Proposal to Robert Wood Johnson Foundation for Funding an Evaluation Study
Pg 3	10:05 a.m. First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans And Maps to Adopt Troutdale's Recent Revisions
Pg 3	10:10 a.m. NOTICE OF INTENT to Apply for 2 Health Department Grants

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- C-1 Government Revenue Contract (190 Agreement) 0410452 with Multnomah County School District No 1J, Providing Fleet Maintenance, Fueling, Motor Pool Use, and Administrative Services

#### **OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS**

- C-2 Budget Modification OSCP-FY03-#2 Adjusting the Office of School and Community Partnerships 2003 Budget to Reflect Actual Grant Awards as of April 2003. The Net Grant-Funded Increase from these Adjustments is \$1,305,514

#### **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-3 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody
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#### **SHERIFF'S OFFICE**

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- C-7 Budget Modification MCSO 03 Ext-21 Appropriating \$14,294 in Funding from the State of Oregon Parks & Recreation Department to the Sheriff's Office, to Provide Overtime to Enhance Patrol and Emergency Services in Support of the Recreation Management of Government Island, McGuire Island and Lemon Island

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**NON-DEPARTMENTAL - 9:30 AM**

- UC-1 RESOLUTION Confirming the Interim Designation for Multnomah County Commissioner District 4, in the Event of a Vacancy

- R-1 2003 Legislative Update. Presented by Gina Mattioda, Stephanie Soden Joanne Fuller and Steve Liday. 15-30 MINUTES REQUESTED.

- R-2 Budget Modification 03\_NOND\_06 Authorizing Year-End General Fund Contingency Transfers to the Health Department and Sheriff's Office

**DEPARTMENT OF COMMUNITY JUSTICE - 10:00 AM**

- R-3 NOTICE OF INTENT for Approval to Submit a Proposal to Robert Wood Johnson Foundation (RWJF) for Funding an Evaluation Study

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:05 AM**

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**DEPARTMENT OF HEALTH - 10:10 AM**

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**R-6 NOTICE OF INTENT to Apply for Grant Funding from the US Department of Health and Human Services' Center for Disease Control and Prevention to Develop and Deliver Hepatitis Education and Prevention Materials to At-Risk Populations**



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Commissioner Serena Cruz, District 2

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[Serena@co.multnomah.or.us](mailto:Serena@co.multnomah.or.us)

**MEMORANDUM**

TO: Chair Diane Linn  
Commissioner Maria Rojo de Steffey  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: Ivo Trummer  
Staff to Commissioner Serena Cruz

DATE: June 9, 2003

RE: Board/Briefing Meeting Excuse

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Commissioner Cruz will be unable to attend any scheduled Board meetings from June 26 through July 8, 2003.

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** C-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 05/29/03

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**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** Business and Community Service

**Division:** FREDs

**Contact/s:** Joyce Resare/Tom Guiney

**Phone:** 503-988-5050

**Ext.:** 29508

**I/O Address:** 425/FREDs/

**Presenters:** Tom Guiney

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**Agenda Title:** Government Revenue Contract (190 Agreement) 0410452 with Multnomah County School District No. 1 J, Providing Fleet Maintenance, Fueling, Motor Pool Use, and Administrative Services

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

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- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of the IGA to provide Fleet Repair Services, Fuel, and Motor Pool use to the Multnomah County School District No 1J. The Department recommends approval.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The County has provided fleet services to the Multnomah County School District No 1J since July, 2000. The initial three year contract period has expired. The School District notified us that they would like to terminate the initial contract and negotiate a new contract. In place of the current contract which provides full fleet management services to the District, they would rather contract with us to provide them with on-demand fleet

repair services, fueling, and motor pool vehicle use. In addition they would like to purchase some specific administrative services rather than complete fleet management services formerly provided.

**3. Explain the fiscal impact (current year and ongoing).**

There would be no impact for the current year. The financial impact for FY04 would be an estimated \$453, 000 in revenue from the School District.

This agreement will help spread some fixed overhead costs across broader customer base and thereby reduce the costs to County programs on an ongoing basis.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

**4. Explain any legal and/or policy issues.**

The agreement furthers the County's efforts to enhance inter-governmental cooperation.

**5. Explain any citizen and/or other government participation that has or will take place.**

There is no citizen participation involved in this agreement. The County and Multnomah County School District 1J are the only governments involved.

**Required Signatures:**

**Department/Agency Director:**

A handwritten signature in black ink that reads "M. Cecilia Johnson". The signature is written in a cursive style with a large, looping "M" and a long, sweeping underline.

**Date: 05/29/03**

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**



## **INTERGOVERNMENTAL AGREEMENT FOR FLEET SERVICES**

This CONTRACT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2003, by and between Multnomah County (hereinafter referred to as "County") and Multnomah County School District No 1J (hereinafter referred to as "District"). This CONTRACT is entered into by the aforementioned public agencies in accordance with ORS 190 and ORS 279.

### **RECITALS**

THE District desires to enter into a contract for the maintenance and repair of the District's vehicles and equipment;

THE County has the ability to provide the maintenance and repair of the District's vehicles and equipment;

THE District desires to enter into a contract to allow District employees to use County Motor Pool vehicles in the course and scope of their District duties;

THE County has the ability to provide County Motor Pool vehicles for the use of District employees in the course and scope of their District duties;

THE District desires to enter into a contract for the fueling of the District's vehicles and equipment;

THE County has the ability to provide for the fueling of the District's vehicles and equipment;

**The parties agree as follows:**

**A. CONTRACT DOCUMENTS:** This contract includes Exhibits 1,2,3, 4 and 5.

### **TERMS AND CONDITIONS**

#### **1. SERVICES -Fleet Maintenance and Repair**

- 1.1 Multnomah County agrees to provide the services described in Exhibit 1 on the District's vehicles and equipment as needed upon request by the District or its designee, at the rates and for the amounts subject to any applicable administrative or overhead costs as shown in Exhibit 1.
- 1.2 If during service of any District vehicle the County discovers any equipment safety problems it will advise the District and keep the vehicle out of service until the safety problem is resolved or the District has provided a written authorization to release the vehicle.

- 1.3 The District will bring the vehicles to be serviced by the County to 501 N. Dixon and pickup vehicles after repair or servicing from the County as provided in Section 1.6. County will provide transport if requested. County-provided transport will be charged at the regular shop rate.
- 1.5 Maintenance Records:
- 1.5.1 The County shall prepare maintenance records for serviced or repaired equipment, including equipment number, parts used, services performed, staff-hours involved, and the date of such services. The County shall deliver a copy of these records to the District with the monthly invoices as provided in Section 4.4. This information may be used in billing verification.
- 1.6 Shop Hours, Repair and Maintenance Schedules:
- 1.6.1 Service for routine breakdowns and maintenance will be provided on a normal work week basis, Monday through Friday, 0800 to 1600 hours. Additional service hours may be available as work schedules allow.
- 1.6.2 The District will schedule maintenance services with the County's Fleet Services Customer Service Representative or their designee prior to vehicle delivery.
- 1.6.3 All equipment services, including normal repairs, shall be completed in a timely manner not to exceed 40 working hours, or one work week.
- 1.6.4 The county will be excused from the 40 working hour time span for reasons of unavailability of parts, unforeseen extenuating circumstances, or repairs requiring more than 24 hours of direct labor. The District will be notified of any delays beyond the established time.
- 1.6.5 County acknowledges that the district retains the right to utilize other repair shops for auto body damage. Upon delivery to County repair shop, and request from district staff for auto body repair, the County may consider such action as district approval to perform the needed repairs.
- 1.6.6 If any repair performed by the County is reasonably concluded to be defective the County at its option may either (1) refund the cost of the repair or (2) perform such corrective work or repair it determines appropriate. County shall not be responsible for

compensating the District for lost time or productivity due to the corrective repair.

## **2. SERVICES - Motor Pool Vehicle Use**

- 2.1 The County agrees to provide the District the use of County motor pool vehicles located at the Blanchard Building on the following terms and conditions:
  - 2.1.1 District employees shall follow all county rules and procedures which are in effect during the term of this contract for reservation, use and return of vehicles. A copy of the current motor pool procedure is attached as Exhibit 2. A copy of the current fleet guidelines is attached as Exhibit 3. County employees will also be entitled to use the vehicles. Vehicles will be available on a first come, first served basis. The County shall not be required to have a vehicle available at all times upon request. District does not, by this contract, acquire any right, title, or interest in or to any vehicle.
  - 2.1.2 District shall provide a minimum of four parking spaces at the location shown on the attached Exhibit 4 for the motor pool vehicles that are located at the Blanchard Building for District use under this contract.
  - 2.1.3 All vehicles provided under this Agreement shall be used only by District employees in the course and scope of their job duties.
  - 2.1.4 District employees shall immediately report to County any condition of any vehicle used by a District employee which adversely affects the operation or safety of the vehicle in any way. If such a condition arises during operation of the vehicle away from the Blanchard Building the employee operating the vehicle shall stop the vehicle at the first available opportunity and park it in a safe location, cease using the vehicle further and notify the County of the condition. Upon notice from the District employee, County shall be responsible for retrieving the vehicle and returning it to the Blanchard Building. If unable to reach Fleet Maintenance, in the Portland Metro Area, call the City Tow Desk Dispatch service at (503) 528-7469. The District employee shall remain with the vehicle until it is retrieved unless it is not safe to do so or the employee is instructed otherwise by a representative of the County.

- 2.1.5 All vehicles used by District employees shall be returned to the County in the same condition as when received ordinary wear and tear excepted.
- 2.1.6 District shall not permit a vehicle to be used, operated, or driven by any person:
  - 2.1.6.1 Who is not currently an employee of the District;
  - 2.1.6.2 Who does not possess a current, valid driver's license;
  - 2.1.6.3 For the transportation of persons or property for hire;
  - 2.1.6.4 Under the age of 18;
  - 2.1.6.5 Who has ever given District or County a false name, age, or address;
  - 2.1.6.6 For any illegal purpose;
  - 2.1.6.7 To transport any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable; or
  - 2.1.6.8 While under the influence of intoxicants or narcotics.
- 2.1.7 No vehicle provided to District pursuant to this Agreement shall be used in violation of any federal, state, or municipal statutes, laws, ordinances, rules or regulations applicable to the operation or parking of such vehicle. District shall be responsible for and shall pay all fines, penalties, and forfeitures imposed for parking or traffic violations, or for the violation of any statute, law, ordinance, rule or regulation of any public authority incurred while the vehicle is in the possession of District.
- 2.1.8 District employees operating County motor pool vehicles are not County officers, employees, or agents, as such terms are used in ORS 30.265 and, shall in no event be deemed agents of the County in any manner for any purpose.
- 2.1.9 District shall cause all vehicles provided under this Agreement to be used and operated with reasonable care to prevent loss and damage due to negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property. Upon written notice from County to District specifying any reckless, careless or

abusive handling of a vehicle by a District employee, County shall have the right to prohibit use of vehicles by such employee.

- 2.1.10 Except as provided in paragraph 2.1.11, District shall be responsible for and will reimburse County upon demand for all loss or damage to any vehicle which occurs while the vehicle is in the possession of District employee.
- 2.1.11 County shall not be liable for any loss or damage arising out of use of a vehicle by District under this Agreement unless such loss or damage is caused by the negligence of the County; provided that, County shall not be liable for any damage or loss whatsoever if the damage or loss is caused in whole or in part by the failure of the District to make any report required by paragraph 3.1.4 or if such damage or loss is to property left, stored, or transported by District employees or any other person in any vehicle provided under this Agreement.
- 2.1.12 District shall notify County immediately by telephone (503 988-3424) if any vehicle provided to District pursuant to this Agreement is involved in any accident. Thereafter, as soon as practicable, District shall complete a standard County accident report form attached as Exhibit 5 reporting to County in writing all information concerning the accident including but not limited to, the date, time, place, and circumstances of the accident, the names and addresses of any person injured, the owners of any property damaged, and the names and addresses of all witnesses. District shall be responsible for filing of all required accident reports and shall provide copies of such reports to County upon filing. District shall cooperate fully with County in the investigation and defense of any claim or suit, and shall not do anything to impair or invalidate any applicable insurance coverage.

### **3. SERVICES – Fueling of District's Vehicles and Equipment**

- 3.1 The District will be able to fuel their vehicles and equipment at the Blanchard self-service fueling stations. County will manage the Blanchard Center fuel system. All costs related to new access cards, keys, or other media shall be billed to District in the same manner and amounts that such costs are billed to County non-General Fund Departments.
- 3.2 In performing the services under this Agreement, County shall have the use of the fuel tank, and associated piping and pumps at the Blanchard Center which shall remain the property of District. District shall maintain all underground tanks and other required items in good repair and operating condition at all times, shall obtain and maintain in effect all

permits required for such items and shall comply with all laws and regulations relating to the installation and maintenance of such items. In the event that District shall fail to maintain such items in good repair, County may, after 10 days' prior written notice to District (or 24-hour notice in the case of an emergency), perform the required maintenance and repair and charge the cost to District. County shall use due care and shall operate such items in accordance with all applicable laws and regulations.

- 3.3 When purchasing fuel from the County, the District will be responsible for any requirements of the State of Oregon for reporting fuel usage, for obtaining fuel use emblems, and for any tax liability.
- 3.4 The County will supply the District with fuel chip keys and/or employee access codes or other access methods to facilitate the fueling at the Blanchard fuel station site. The County reserves the right to deny the District access to the fuel at any time due to an emergency situation as determined by the County Fleet Manager.

#### **4 BILLING AND COMPENSATION PROCEDURES**

- 4.1 The District will pay the County for fleet services provided on a time and material basis, and will include all appropriate administrative fees and markups as provided in Exhibit 1. Labor charges will be subject to an annually adjusted hourly rate.
- 4.2 District shall pay to County a per mile rate for use of County motor pool vehicles; for which there shall be a minimum per trip/per day charge and an administrative charge calculated as a percentage markup on the total charges, as provided in Exhibit 1.
- 4.3 County will send to District a monthly bill. Each bill will invoice all fuel, services, parts and supplies provided to District during the invoice period and shall include as applicable a fuel report that shows fuel dispensed by date, vehicle, quantity, and current pricing; motor pool report setting forth the number of miles County vehicles were driven by District employees; fleet service work orders. District will pay the bill within 30 days of receipt.
- 4.4 The District will pay the County for the services identified in Exhibit 1, Section B.6 on an annual basis. The annual bill will be sent at the beginning of each fiscal year for the services requested. District will pay the bill within 30 days of receipt.
- 4.5 The charge rates effective as of July 1, 2003 are shown on Exhibit 1. The charge rates will be adjusted annually beginning July 1, 2004 with changes

being effective on July 1 of each year. Notice of pending rate changes shall be provided to the district no later than April 1 of each year, with any proposed increases being subject to mutual agreement of the parties.

- 4.6 Any perceived discrepancies in billing, brought to the attention of the County or the District, within 12 months of service, will be documented and if confirmed will be corrected within 90 days of notice.

## **5 INSURANCE**

- 5.1 It is understood that District and County are both self-insured public bodies in the State of Oregon. If either party ceases to be self-insured, such party shall so notify the other party's risk manager in writing as soon as is practicable. In that event, the party ceasing to be self-insured ("Insuring Party") shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage insurance and automobile liability insurance with respect to its activities under this Agreement. The insurance shall name the other party ("Insured Party") and its officials and employees as additional insureds.
- 5.2 Except as may be required by Section 4.3, the insurance referred to in Section 4.1 shall provide liability coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$50,000 for occurrences involving property damage.
- 5.3 The limits of the required insurance shall be changed by a percentage equal to the percentage of any change in the maximum limit of liability imposed on political subdivisions of the State of Oregon during the term of this Agreement.
- 5.4 The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Insured Party and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued with the Insured Party named as insured. The coverage must apply as to claims between insureds on the policy.
- 5.5 The insurance shall provide that the coverage shall not terminate or be canceled without sixty (60) days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the Agreement, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement and to provide the Insured Party with evidence thereof.

- 5.6 County will be liable for and repair all damage to District vehicles while in the control of the County unless such damages is the result of negligence of the District. If the cost of repair of any such damage exceeds the value of the vehicle, County may elect to pay District the fair market value of the vehicle in lieu of making repair.
- 5.7 When County subcontracts work on District vehicles, County will require the subcontractor to maintain Garagekeepers Legal Liability insurance or Commercial General Liability insurance together with Commercial Automobile Insurance. The combined single limit for such insurance shall be not less than \$500,000.

## **6 INDEMNIFICATION**

- 6.1 Subject to the limits in the Tort Claims Act, ORS 30.260 *et seq.* and the Oregon Constitution, District agrees to defend, indemnify and save harmless County, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries (including death) to persons or property in connection with District's performance or failure to perform under this Agreement.
- 6.2 Subject to the limits in the Tort Claims Act, ORS 30.260 *et seq.* and the Oregon Constitution, County agrees to defend, indemnify and save harmless District, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries (including death) to persons or property in connection with County's performance or failure to perform under this Agreement.

## **7 DISPUTE RESOLUTION**

- 7.1 Except as provided for defective vehicle repair work under Section 1.6.6, which shall be handled as provided under that Section, in the event a dispute arises concerning this Agreement, the County and the District agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.
- 7.2 The parties agree that any dispute under this Agreement which is not resolved through mediation under Section 7.1 shall be resolved in accordance with this section. An arbitrator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties



fail to agree on an arbitrator within ten days of notice by either party of a request for arbitration, each party shall submit to the presiding judge of the Multnomah County Circuit Court a list of three proposed arbitrators and the presiding judge shall appoint an arbitrator from among those proposed. Each party shall bear its own costs and attorney fees in connection with any arbitration.

## **8 CONTRACT DURATION**

- 8.1 This Contract will be effective from July 1, 2003 through June 30, 2005, and will be renewable for additional one year periods not to exceed five years total contract term, unless terminated in accordance with the Contract's termination clause. Contract renewals shall be executed in writing and signed by both parties.

## **9 TERMINATION, DEFAULT AND REMEDIES**

- 9.1 Either party may terminate this Agreement effective July 1 of any year by notice of termination in writing to the other party not later than January 1 of the calendar year in which the termination is to be effective. If District terminates or does not renew the agreement then District shall repurchase from County all parts inventory that County is unable to use in its continuing service and repair work for itself and others.
- 9.1.1 The value of transferred inventory to be repurchased shall be determined based on the negotiated value used in the Addendum to the Fleet Agreement dated May 15, 2001. The method of valuing the transferred parts is described in the February 12, 2001 Memo to File titled "PPS Inventory Proposal" written by Tom Guiney and its backup documentation. The value of the inventory purchased since the original transfer shall be determined based on the County's cost.
- 9.2 If the County fails to perform the services required to be performed by County under this Agreement, County shall be deemed to be in default. If District shall fail to pay any of the sums required to be paid under this Agreement or fail to do any other thing required to be done by District under this Agreement, District shall be deemed to be in default.
- 9.3 If County, after written notice, fails to remedy any default within 60 days, or if the remedy requires more than 60 days, fails to begin and diligently pursue remedy of the default within 60 days, the District may, at its option, terminate this Agreement by giving written notice of such termination to County. District may also pursue any other remedies available to it under applicable law.

- 9.4 If District, after written notice, fails to pay any of the sums required to be paid under this Agreement or to remedy any other default within 60 days, or if the remedy requires more than 60 days, fails to begin and diligently pursue remedy of the default within 60 days, County may, at its option, terminate this Agreement immediately by giving written notice of such termination to District. County may also pursue any other remedies available to it under applicable law by reason of District's default.

## 10 MISCELLANEOUS

- 10.1 No waiver of any breach of any covenant, term, or condition of this Agreement shall be effective unless in writing. No waiver of any breach shall be a waiver of any other breach.
- 10.2 This Agreement may be modified only by a writing signed for County by the Chair or the Chair's designee, who is as of the date of this agreement the County Director of Business and Community Services, and signed for District by the Superintendent or the Superintendent's designee who is as of the date of this agreement the Deputy Clerk. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this Agreement.

## 11 INTEGRATION

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

Dated: \_\_\_\_\_

MULTNOMAH COUNTY SCHOOL  
DISTRICT NO. 1J

By \_\_\_\_\_

Reviewed:  
Jollee Patterson, General Counsel  
Multnomah County Schools

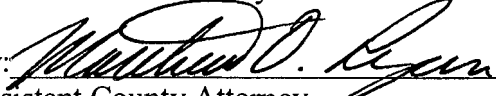
By: \_\_\_\_\_

Dated: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Diane M. Linn, County Chair

Reviewed:  
Agnes Sowle, Acting County Attorney  
For Multnomah County

By:   
Assistant County Attorney

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 06.26.03  
DEB BOGSTAD, BOARD CLERK



Department Business and Community Services

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**MULTNOMAH COUNTY OREGON**

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Fleet, Records, Electronic, & Distribution Services Division (FREDs)

1620 SE 190<sup>th</sup> Avenue

Portland, Oregon 97233

(503) 988-5050 phone

(503) 988-5565 fax

**EXHIBIT 1**

**TO INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND  
MULTNOMAH COUNTY SCHOOL DISTRICT NO 1J FOR FLEET SERVICES**

**A. SERVICES AND PRODUCTS PROVIDED**

**County Provided Services and Products for District Vehicles:**

- Preventative Maintenance
- DEQ Testing
- Tire Repair & Replacement
- Body & Paint work
- Custom Fabrication
- Mechanical Repair
- Road Calls
- Repair & maintenance services
- Equipment Installation
- Vehicle pick-up and delivery
- Related shop services
- Fuel
- Miscellaneous Administrative Services:
  - 1. Administering DEQ compliance
  - 2. Warranty Work/Specialty Equipment Inspection
  - 3. Data Administration/AdHoc Reporting
  - 4. STW Loaner Pool Management
  - 5. PM Management
  - 6. Special Projects/Consulting

**B. RATES, CHARGES, AND FEES**

**1. Vehicle Maintenance and Repair Rates**

Maintenance and Repair Services provided on a time and material basis with charges and markups as follows:

1. Labor Shop Rate: \$65.00/hr
2. Parts and Supplies: At County Cost plus 25%

**2. Fuel Charges: At County Cost plus 7%**

**3. Charges for Outside Contracted Services:**

Passed through to District at County cost plus administrative mark-up.

#### **4. Motor Pool Vehicle Use Rates:**

The charge is made on a per mile of use basis, there is a minimum charge per trip or per day.

Motor Pool Rate:	\$.40/mile
14 miles or less:	\$5.00 per trip minimum

#### **5. Administrative Fees**

These fees are applied to the total invoice amounts to recover Multnomah County administrative costs. (Excluding other Fleet Service Fee's listed below.)

Fleet Services Administration:	10.0%
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#### **6. Other Fleet Service Fees**

These services will be provided for the annual fee set forth below:

a. Administering DEQ compliance/Warranty	
Work/Specialty Equipment Inspection	\$3000.00
b. Data Administration/AdHoc Reporting	\$3500.00
c. STW Loaner Pool Management	\$6900.00
d. PM Management	\$5000.00
e. Special Projects/Consulting	\$60.00/hour

**Exhibit 2**  
**MULTNOMAH COUNTY, OREGON**  
**ADMINISTRATIVE PROCEDURE      FLT-9**

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**SUBJECT:** Motor Pool Vehicle Use

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**PURPOSE:** To define the procedure for using a Motor Pool vehicle for a single trip

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**ORGANIZATION RESPONSIBLE:** Fleet, Records, Electronics, and Distribution Services (FREDS)

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**DATE:** December 2001, *Diane M. Linn*

---

**ORGANIZATIONS AFFECTED:** All Departments/Offices

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**LEGAL CITATION/REFERENCE:** Executive Rule 251

**I. USE OF MOTOR POOL VEHICLE**

**A. LOCATIONS**

Downtown Motor Pool  
530 SW 2<sup>nd</sup> Avenue  
Phone: (503) 988-3447  
Hours: 7:30 a.m. to 4:30 p.m. Monday-Friday

Multnomah Building Motor Pool  
501 SE Hawthorne Blvd  
Phone: (503) 988-6080  
Hours: 7:00 a.m. to 6:00 p.m. Monday-Friday

Blanchard Motor Pool  
301 N Dixon Street  
Phone: (503) 988-4232  
Hours: 7:30 a.m. to 4:30 p.m. Monday-Friday

Yeon Annex Motor Pool  
1600 SE 190<sup>th</sup> Avenue  
Phone: (503) 988-5050  
Hours: 8:00 a.m. to 4:30 p.m. Monday-Friday

B. The scheduler will require:

1. Name of the person(s) who will pick up, drive, and return the vehicle;
2. Name of the department or office;
3. Date the vehicle is needed;
4. Time the vehicle will be picked up (reservations are held for one-half hour);
5. Time the vehicle will be returned;
6. Special needs (several passengers, hauling, out of town, overnight)

C. Complete a yellow Motor Pool Trip Ticket, available at the pool or from Fleet Services by calling the Motor Pool Supervisor at (503) 988-5530. The trip ticket must include the correct account code to be charged for the use of the vehicle.

D. The scheduler will assign a vehicle and keys to the driver and will issue a green Motor Pool vehicle card. Locate the vehicle in pool parking section, check for noticeable physical damage, mechanical defects, and fuel level.

E. When vehicle is returned, park in pool parking section and complete the green vehicle card:

1. Record the ending mileage (odometer reading);
2. Record the fuel level;
3. Note any operational problems;
4. Roll up windows, turn off lights and radio, remove all personal belongings, lock doors.
5. Return vehicle card and keys to the pool office.

II. TAKE HOME REQUESTS FOR MOTOR POOL VEHICLES

A. Approval is necessary only for local overnight use. When a trip is taken out of town for an extended period, to a conference for example, overnight use is automatically approved.

B. If a vehicle can be conveniently returned to the pool prior to 6:30 p.m., you are requested to do so. You would not be expected to return a vehicle if no bus service was available to you after 6:30 p.m., or if you found yourself downtown, alone after dark.

C. If you are already assigned a vehicle for the day and will also need one early the following morning, you may request take-home approval. Vehicle use of this type is considered reasonable and acceptable.

D. For take-home requests, please call the pool lot first to reserve a car, then contact the Motor Pool Supervisor at (503) 988-5530 for approval.

**EXHIBIT 3****FLEET GUIDELINES****I. DRIVER RESPONSIBILITY**

- A. County vehicles, owned or leased, other than vehicles assigned to elected officials, shall be used only for official County business. Personal use, including but not limited to, commuting or transportation of family members, friends, or other county employees, is not allowed.
- B. Travel to/from home/work is allowed for the county employee of an assigned, take-home vehicle as described in County Administrative Procedure #FLT-2. Overnight use of a Motor Pool vehicle must be approved in advance by the Motor Pool Supervisor.
- C. County employees have the responsibility to obey all traffic laws, regulations, signs and signals, and display courteous and cautious driving habits while driving a County vehicle. Parking and traffic citations and/or any resulting towing or impound charges are the responsibility of the driver.
- D. Driver's Licenses
  - 1) County vehicles shall only be driven by authorized personnel possessing a valid, appropriate driver's license issued by any state.
  - 2) Employees must report any change of license status to his or her supervisor immediately.
  - 3) Employees who operate a vehicle that requires a Commercial Driver's License must possess a valid State Commercial Driver's License with the appropriate endorsements.
  - 4) The employee's Department/Division Manager is responsible for assuring the validity of and appropriate class and endorsements of the driver's licenses, both on initial hire and on a continuing basis.
- E. Only County employees are authorized to operate County vehicles, except as provided below:

A person other than a County employee, including a contract or volunteer worker, engaged in the performance of official County business, may be authorized by the responsible Department/Division Manager to use a County vehicle. Contractors must have approval from the F.R.E.D.S. Operations Administrator to operate a County vehicle. Contractors are not covered by the County's self-insurance for liability or workers compensation and must be covered by independent coverage before being authorized to operate a County vehicle. Contact Risk Management for coverage limitations. The Department/Division Manager shall be responsible for assuring the person is qualified under these guidelines to legally operate a County vehicle.
- F. State law and Executive Order 174 requires the driver and all passengers of County vehicles to use lap seat belts and/or passive restraint devices.
- G. County Ordinance #556 prohibits smoking in County vehicles.

- H. Drivers of assigned vehicles must report an odometer reading on the last working day of each month to their Department/Division liaison or Fleet Services.
- I. Fleet Services reserves the right to suspend or deny driving privileges for the use of County vehicles for non-compliance with any provisions of the Fleet Guidelines. In addition, failure to comply with the Fleet Guidelines may be cause for disciplinary action by the employee's responsible department.
- J. Cell Phone Use while Driving
  - 1) County employees should limit the use of cell phones while driving in the course of conducting county business to make outgoing calls only in the event of an emergency involving public safety or the safety of the employee.
  - 2) If an outgoing call must be made, attempt to "dial" when the vehicle is not moving.
  - 3) If possible, let incoming calls go to your cellular voice mail service to be returned later or safely pull off the roadway and park before answering.
  - 4) Be familiar with the features of your phone, such as memory dial, voice recognition, or auto redial.
  - 5) Use hands-free equipment if available.
  - 6) Keep all calls short and refrain from engaging in complicated or emotional conversations.
  - 7) Extra care should be taken in situations involving heavy traffic, inclement weather, or while driving in an unfamiliar area.
  - 8) Do not use a cell phone while driving under the following circumstances:
    - a) While operating maintenance/construction type equipment unless the equipment is properly stopped and taken out of gear or turned off;
    - b) While fueling or working around combustible substances;
    - c) While traveling through a road construction work site.

## II. VEHICLE OPERATION AND EQUIPMENT

- A. All County drivers have the responsibility to examine vehicles for damage or absence of parts or equipment and contact Fleet Services for repairs.
- B. All County drivers are responsible to report any unsafe vehicle condition to Fleet Services.
- C. All County drivers are responsible for the safekeeping of other county equipment, such as portable computers, tools, etc., while being transported in a county vehicle.



- D. The County is not responsible for the theft of, or damage to, any personal items left in a County vehicle.
- E. County drivers shall not add to or remove equipment from a County vehicle without the written consent of the Fleet, Records, Electronic, and Distribution Services Manager with the exception of: (a) expendable items, such as flares; (b) tools, for the purpose of putting them to intended use, such as a lug wrench/tire jack. No bumper stickers, political statements, or advertisements, shall be placed on or in county vehicles.
- F. County drivers are responsible to arrange with the Motor Pool or Fleet Services for the replenishment of expendable items, such as flares, first aid kit supplies, or fire extinguishers to meet safety equipment standard requirements.
- G. County drivers of assigned (non-Motor Pool) vehicles are responsible for:
  - a) Self-service fueling of County vehicles when using the County fuel stations.
  - b) Checking and filling oil and other fluid levels.
  - c) Arranging for and maintaining the cleanliness of the vehicle, both exterior and interior.
  - d) Arranging for scheduled maintenance through Fleet Services.
- H. All County vehicles, with the exception of those qualified for confidential status, shall display exempt license plates.
- I. Except as provided in County Administrative Procedure #FLT-4, all exempt licensed vehicles will display an official County logo.

### III. ACCIDENT REPORTING

See Administrative Procedure #RSK-4.



**DO NOT GIVE ANY STATEMENT OR ADMISSION TO THE OTHER DRIVER**

**Multnomah County**  
**Vehicle Collision Report Form RSK-4**

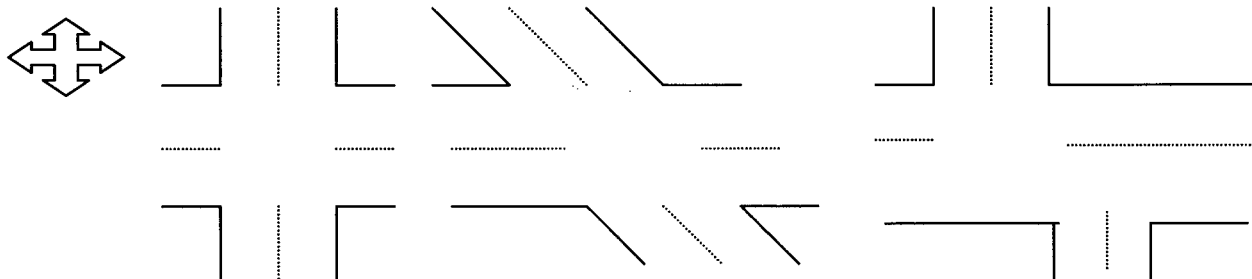
☐ Send this original form to Fleet (425/Fleet).

Complete this form immediately following all collisions involving a vehicle being used for County business. Refer to County Administrative Procedure RSK-4 for further information. Copies of RSK-4 may be accessed on the MINT or by calling Risk Management.

County Driver's Name: _____		Dept.: _____	
Work Phone No.: _____		Date of Birth: _____	
Driver's License No: _____		State Issued: _____ License Exp. Date: _____	
Accident Date: _____		Vehicle Make & Model: _____ Yr.: _____ License No.: _____	
Time: _____ <input type="checkbox"/> am <input type="checkbox"/> pm		Location of Accident: _____	
Weather Conditions: _____		Road Conditions: _____	
Rate of Speed (mph)-- Your Car: _____ Other Car: _____		Police Investigation: <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> State <input type="checkbox"/> City	
Other Driver's Name: _____		Home Address: _____	
Home Phone: _____		Date of Birth: _____ Driver's License No.: _____ State Issued: _____	
Vehicle Make & Model: _____ Year: _____		Vehicle License No.: _____	
Insurance Company: _____		Policy No.: _____	
Damage to County car (Vehicle #1): _____			
Damage to other car (Vehicle #2): _____			
Name, address and age of witnesses (other than occupants of car). _____			
Name, address and age of occupants in vehicle being used for County business (indicate if injured and extent). _____			
Name, address and age of occupants in other car (indicate if injured and extent). _____			

Show how accident occurred by using one of these diagrams.

Indicate North Below.



Driver's Statement of How Accident Occurred (use reverse side of form, if necessary): _____
Any Statement or Admission by Other Driver (use reverse side of form, if necessary): _____

Signature of County Driver/Date \_\_\_\_\_

Signature of Supervisor/Work Phone Number \_\_\_\_\_

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0410452  
 Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached  
 Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <b>CLASS III B</b> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue  <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: FREDS Date: 05/27/2003  
 Originator: Tom Guiney Phone: ext 85353 Bldg/Rm: 425/FREDS/  
 Contact: Joyce Resare Phone: ext 29508 Bldg/Rm: 425/FREDS/  
 Description of Contract: IGA authorizing County Fleet Services to provide fleet maintenance, fueling, motor pool use, and administrative services to Multnomah County School District No. 1J.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 EFFECTIVE DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# \_\_\_\_\_ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	Multnomah County School District No. 1J			Remittance address	_____
Address	501 N. Dixon			(If different)	_____
City/State	Portland, OR			Payment Schedule / Terms	_____
ZIP Code	97227			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-916-2000			<input checked="" type="checkbox"/> Monthly \$ _____	<input checked="" type="checkbox"/> Net 30
Employer ID# or SS#	93-6000830			<input checked="" type="checkbox"/> Other \$ _____	<input checked="" type="checkbox"/> Other
Contract Effective Date	07/01/2003	Term Date	06/30/2005	<input type="checkbox"/> Requirements Funding Info: _____	
Amendment Effect Date	New Term Date			_____	
Original Contract Amount	\$925,000 estimate			Original Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____			Requirements Amount Amendment	\$ _____
Total Amount of Agreement \$	\$925,000 estimate			Total Amount of Requirements	\$ _____

REQUIRED SIGNATURES:

Department Manager	<u>TA [Signature]</u>	DATE	_____
Purchasing Manager	_____	DATE	_____
County Attorney	<u>[Signature]</u>	DATE	<u>6/2/03</u>
County Chair	<u>[Signature]</u>	DATE	<u>6.26.03</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

COMMENTS: \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # C-1 DATE 06.26.03  
 DEB BOGSTAD, BOARD CLERK

## **INTERGOVERNMENTAL AGREEMENT FOR FLEET SERVICES**

This CONTRACT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2003, by and between Multnomah County (hereinafter referred to as "County") and Multnomah County School District No 1J (hereinafter referred to as "District"). This CONTRACT is entered into by the aforementioned public agencies in accordance with ORS 190 and ORS 279.

### **RECITALS —**

THE District desires to enter into a contract for the maintenance and repair of the District's vehicles and equipment;

THE County has the ability to provide the maintenance and repair of the District's vehicles and equipment;

THE District desires to enter into a contract to allow District employees to use County Motor Pool vehicles in the course and scope of their District duties;

THE County has the ability to provide County Motor Pool vehicles for the use of District employees in the course and scope of their District duties;

THE District desires to enter into a contract for the fueling of the District's vehicles and equipment;

THE County has the ability to provide for the fueling of the District's vehicles and equipment;

**The parties agree as follows:**

**A. CONTRACT DOCUMENTS:** This contract includes Exhibits 1,2,3, 4 and 5.

### **TERMS AND CONDITIONS**

#### **1. SERVICES -Fleet Maintenance and Repair**

- 1.1 Multnomah County agrees to provide the services described in Exhibit 1 on the District's vehicles and equipment as needed upon request by the District or its designee, at the rates and for the amounts subject to any applicable administrative or overhead costs as shown in Exhibit 1.
- 1.2 If during service of any District vehicle the County discovers any equipment safety problems it will advise the District and keep the vehicle out of service until the safety problem is resolved or the District has provided a written authorization to release the vehicle.

1.3 The District will bring the vehicles to be serviced by the County to 501 N. Dixon and pickup vehicles after repair or servicing from the County as provided in Section 1.6. County will provide transport if requested. County-provided transport will be charged at the regular shop rate.

1.5 Maintenance Records:

1.5.1 The County shall prepare maintenance records for serviced or repaired equipment, including equipment number, parts used, services performed, staff-hours involved, and the date of such services. The County shall deliver a copy of these records to the District with the monthly invoices as provided in Section 4.4. This information may be used in billing verification.

1.6 Shop Hours, Repair and Maintenance Schedules:

1.6.1 Service for routine breakdowns and maintenance will be provided on a normal work week basis, Monday through Friday, 0800 to 1600 hours. Additional service hours may be available as work schedules allow.

1.6.2 The District will schedule maintenance services with the County's Fleet Services Customer Service Representative or their designee prior to vehicle delivery.

1.6.3 All equipment services, including normal repairs, shall be completed in a timely manner not to exceed 40 working hours, or one work week.

1.6.4 The county will be excused from the 40 working hour time span for reasons of unavailability of parts, unforeseen extenuating circumstances, or repairs requiring more than 24 hours of direct labor. The District will be notified of any delays beyond the established time.

1.6.5 County acknowledges that the district retains the right to utilize other repair shops for auto body damage. Upon delivery to County repair shop, and request from district staff for auto body repair, the County may consider such action as district approval to perform the needed repairs.

1.6.6 If any repair performed by the County is reasonably concluded to be defective the County at its option may either (1) refund the cost of the repair or (2) perform such corrective work or repair it determines appropriate. County shall not be responsible for

compensating the District for lost time or productivity due to the corrective repair.

## **2. SERVICES - Motor Pool Vehicle Use**

2.1 The County agrees to provide the District the use of County motor pool vehicles located at the Blanchard Building on the following terms and conditions:

- 2.1.1 District employees shall follow all county rules and procedures which are in effect during the term of this contract for reservation, use and return of vehicles. A copy of the current motor pool procedure is attached as Exhibit 2. A copy of the current fleet guidelines is attached as Exhibit 3. County employees will also be entitled to use the vehicles. Vehicles will be available on a first come, first served basis. The County shall not be required to have a vehicle available at all times upon request. District does not, by this contract, acquire any right, title, or interest in or to any vehicle.
- 2.1.2 District shall provide a minimum of four parking spaces at the location shown on the attached Exhibit 4 for the motor pool vehicles that are located at the Blanchard Building for District use under this contract.
- 2.1.3 All vehicles provided under this Agreement shall be used only by District employees in the course and scope of their job duties.
- 2.1.4 District employees shall immediately report to County any condition of any vehicle used by a District employee which adversely affects the operation or safety of the vehicle in any way. If such a condition arises during operation of the vehicle away from the Blanchard Building the employee operating the vehicle shall stop the vehicle at the first available opportunity and park it in a safe location, cease using the vehicle further and notify the County of the condition. Upon notice from the District employee, County shall be responsible for retrieving the vehicle and returning it to the Blanchard Building. If unable to reach Fleet Maintenance, in the Portland Metro Area, call the City Tow Desk Dispatch service at (503) 528-7469. The District employee shall remain with the vehicle until it is retrieved unless it is not safe to do so or the employee is instructed otherwise by a representative of the County.

- 2.1.5 All vehicles used by District employees shall be returned to the County in the same condition as when received ordinary wear and tear excepted.
- 2.1.6 District shall not permit a vehicle to be used, operated, or driven by any person:
  - 2.1.6.1 Who is not currently an employee of the District;
  - 2.1.6.2 Who does not possess a current, valid driver's license;
  - 2.1.6.3 For the transportation of persons or property for hire;
  - 2.1.6.4 Under the age of 18;
  - 2.1.6.5 Who has ever given District or County a false name, age, or address;
  - 2.1.6.6 For any illegal purpose;
  - 2.1.6.7 To transport any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable; or
  - 2.1.6.8 While under the influence of intoxicants or narcotics.
- 2.1.7 No vehicle provided to District pursuant to this Agreement shall be used in violation of any federal, state, or municipal statutes, laws, ordinances, rules or regulations applicable to the operation or parking of such vehicle. District shall be responsible for and shall pay all fines, penalties, and forfeitures imposed for parking or traffic violations, or for the violation of any statute, law, ordinance, rule or regulation of any public authority incurred while the vehicle is in the possession of District.
- 2.1.8 District employees operating County motor pool vehicles are not County officers, employees, or agents, as such terms are used in ORS 30.265 and, shall in no event be deemed agents of the County in any manner for any purpose.
- 2.1.9 District shall cause all vehicles provided under this Agreement to be used and operated with reasonable care to prevent loss and damage due to negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property. Upon written notice from County to District specifying any reckless, careless or



abusive handling of a vehicle by a District employee, County shall have the right to prohibit use of vehicles by such employee.

- 2.1.10 Except as provided in paragraph 2.1.11, District shall be responsible for and will reimburse County upon demand for all loss or damage to any vehicle which occurs while the vehicle is in the possession of District employee.
- 2.1.11 County shall not be liable for any loss or damage arising out of use of a vehicle by District under this Agreement unless such loss or damage is caused by the negligence of the County; provided that, County shall not be liable for any damage or loss whatsoever if the damage or loss is caused in whole or in part by the failure of the District to make any report required by paragraph 3.1.4 or if such damage or loss is to property left, stored, or transported by District employees or any other person in any vehicle provided under this Agreement.
- 2.1.12 District shall notify County immediately by telephone (503 988-3424) if any vehicle provided to District pursuant to this Agreement is involved in any accident. Thereafter, as soon as practicable, District shall complete a standard County accident report form attached as Exhibit 5 reporting to County in writing all information concerning the accident including but not limited to, the date, time, place, and circumstances of the accident, the names and addresses of any person injured, the owners of any property damaged, and the names and addresses of all witnesses. District shall be responsible for filing of all required accident reports and shall provide copies of such reports to County upon filing. District shall cooperate fully with County in the investigation and defense of any claim or suit, and shall not do anything to impair or invalidate any applicable insurance coverage.

### **3. SERVICES – Fueling of District's Vehicles and Equipment**

- 3.1 The District will be able to fuel their vehicles and equipment at the Blanchard self-service fueling stations. County will manage the Blanchard Center fuel system. All costs related to new access cards, keys, or other media shall be billed to District in the same manner and amounts that such costs are billed to County non-General Fund Departments.
- 3.2 In performing the services under this Agreement, County shall have the use of the fuel tank, and associated piping and pumps at the Blanchard Center which shall remain the property of District. District shall maintain all underground tanks and other required items in good repair and operating condition at all times, shall obtain and maintain in effect all

permits required for such items and shall comply with all laws and regulations relating to the installation and maintenance of such items. In the event that District shall fail to maintain such items in good repair, County may, after 10 days' prior written notice to District (or 24-hour notice in the case of an emergency), perform the required maintenance and repair and charge the cost to District. County shall use due care and shall operate such items in accordance with all applicable laws and regulations.

- 3.3 When purchasing fuel from the County, the District will be responsible for any requirements of the State of Oregon for reporting fuel usage, for obtaining fuel use emblems, and for any tax liability.
- 3.4 The County will supply the District with fuel chip keys and/or employee access codes or other access methods to facilitate the fueling at the Blanchard fuel station site. The County reserves the right to deny the District access to the fuel at any time due to an emergency situation as determined by the County Fleet Manager.

#### **4 BILLING AND COMPENSATION PROCEDURES**

- 4.1 The District will pay the County for fleet services provided on a time and material basis, and will include all appropriate administrative fees and markups as provided in Exhibit 1. Labor charges will be subject to an annually adjusted hourly rate.
- 4.2 District shall pay to County a per mile rate for use of County motor pool vehicles; for which there shall be a minimum per trip/per day charge and an administrative charge calculated as a percentage markup on the total charges, as provided in Exhibit 1.
- 4.3 County will send to District a monthly bill. Each bill will invoice all fuel, services, parts and supplies provided to District during the invoice period and shall include as applicable a fuel report that shows fuel dispensed by date, vehicle, quantity, and current pricing; motor pool report setting forth the number of miles County vehicles were driven by District employees; fleet service work orders. District will pay the bill within 30 days of receipt.
- 4.4 The District will pay the County for the services identified in Exhibit 1, Section B.6 on an annual basis. The annual bill will be sent at the beginning of each fiscal year for the services requested. District will pay the bill within 30 days of receipt.
- 4.5 The charge rates effective as of July 1, 2003 are shown on Exhibit 1. The charge rates will be adjusted annually beginning July 1, 2004 with changes

being effective on July 1 of each year. Notice of pending rate changes shall be provided to the district no later than April 1 of each year, with any proposed increases being subject to mutual agreement of the parties.

- 4.6 Any perceived discrepancies in billing, brought to the attention of the County or the District, within 12 months of service, will be documented and if confirmed will be corrected within 90 days of notice.

## 5 INSURANCE

- 5.1 It is understood that District and County are both self-insured public bodies in the State of Oregon. If either party ceases to be self-insured, such party shall so notify the other party's risk manager in writing as soon as is practicable. In that event, the party ceasing to be self-insured ("Insuring Party") shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage insurance and automobile liability insurance with respect to its activities under this Agreement. The insurance shall name the other party ("Insured Party") and its officials and employees as additional insureds.
- 5.2 Except as may be required by Section 4.3, the insurance referred to in Section 4.1 shall provide liability coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$50,000 for occurrences involving property damage.
- 5.3 The limits of the required insurance shall be changed by a percentage equal to the percentage of any change in the maximum limit of liability imposed on political subdivisions of the State of Oregon during the term of this Agreement.
- 5.4 The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Insured Party and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued with the Insured Party named as insured. The coverage must apply as to claims between insureds on the policy.
- 5.5 The insurance shall provide that the coverage shall not terminate or be canceled without sixty (60) days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the Agreement, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement and to provide the Insured Party with evidence thereof.

- 5.6 County will be liable for and repair all damage to District vehicles while in the control of the County unless such damages is the result of negligence of the District. If the cost of repair of any such damage exceeds the value of the vehicle, County may elect to pay District the fair market value of the vehicle in lieu of making repair.
- 5.7 When County subcontracts work on District vehicles, County will require the subcontractor to maintain Garagekeepers Legal Liability insurance or Commercial General Liability insurance together with Commercial Automobile Insurance. The combined single limit for such insurance shall be not less than \$500,000.

## **6 INDEMNIFICATION**

- 6.1 Subject to the limits in the Tort Claims Act, ORS 30.260 *et seq.* and the Oregon Constitution, District agrees to defend, indemnify and save harmless County, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries (including death) to persons or property in connection with District's performance or failure to perform under this Agreement.
- 6.2 Subject to the limits in the Tort Claims Act, ORS 30.260 *et seq.* and the Oregon Constitution, County agrees to defend, indemnify and save harmless District, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries (including death) to persons or property in connection with County's performance or failure to perform under this Agreement.

## **7 DISPUTE RESOLUTION**

- 7.1 Except as provided for defective vehicle repair work under Section 1.6.6, which shall be handled as provided under that Section, in the event a dispute arises concerning this Agreement, the County and the District agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.
- 7.2 The parties agree that any dispute under this Agreement which is not resolved through mediation under Section 7.1 shall be resolved in accordance with this section. An arbitrator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties

fail to agree on an arbitrator within ten days of notice by either party of a request for arbitration, each party shall submit to the presiding judge of the Multnomah County Circuit Court a list of three proposed arbitrators and the presiding judge shall appoint an arbitrator from among those proposed. Each party shall bear its own costs and attorney fees in connection with any arbitration.

## **8 CONTRACT DURATION**

- 8.1 This Contract will be effective from July 1, 2003 through June 30, 2005, and will be renewable for additional one year periods not to exceed five years total contract term, unless terminated in accordance with the Contract's termination clause. Contract renewals shall be executed in writing and signed by both parties.

## **9 TERMINATION, DEFAULT AND REMEDIES**

- 9.1 Either party may terminate this Agreement effective July 1 of any year by notice of termination in writing to the other party not later than January 1 of the calendar year in which the termination is to be effective. If District terminates or does not renew the agreement then District shall repurchase from County all parts inventory specifically related to the provision of services to PPS that County is unable to use in its continuing service and repair work for itself and others.
- 9.1.1 The value of transferred inventory to be repurchased shall be determined based on the negotiated value used in the Addendum to the Fleet Agreement dated May 15, 2001. The method of valuing the transferred parts is described in the February 12, 2001 Memo to File titled "PPS Inventory Proposal" written by Tom Guiney, County Fleet Manager and its backup documentation. The value of the inventory purchased since the original transfer shall be determined based on the County's cost as documented by County records.
- 9.2 If the County fails to perform the services required to be performed by County under this Agreement, County shall be deemed to be in default. If District shall fail to pay any of the sums required to be paid under this Agreement or fail to do any other thing required to be done by District under this Agreement, District shall be deemed to be in default.
- 9.3 If County, after written notice, fails to remedy any default within 60 days, or if the remedy requires more than 60 days, fails to begin and diligently pursue remedy of the default within 60 days, the District may, at its option, terminate this Agreement by giving written notice of such termination to County. District may also pursue any other remedies available to it under applicable law.

- 9.4 If District, after written notice, fails to pay any of the sums required to be paid under this Agreement or to remedy any other default within 60 days, or if the remedy requires more than 60 days, fails to begin and diligently pursue remedy of the default within 60 days, County may, at its option, terminate this Agreement immediately by giving written notice of such termination to District. County may also pursue any other remedies available to it under applicable law by reason of District's default.

## 10 MISCELLANEOUS

- 10.1 No waiver of any breach of any covenant, term, or condition of this Agreement shall be effective unless in writing. No waiver of any breach shall be a waiver of any other breach.
- 10.2 This Agreement may be modified only by a writing signed for County by the Chair or the Chair's designee, who is as of the date of this agreement the County Director of Business and Community Services, and signed for District by the Superintendent or the Superintendent's designee who is as of the date of this agreement the Deputy Clerk. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this Agreement.

## 11 INTEGRATION

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

Dated: 6-17-03

MULTNOMAH COUNTY SCHOOL  
DISTRICT NO. 1J

By [Signature]

Reviewed:

Jollee Patterson, General Counsel  
Multnomah County Schools

By: [Signature]

Dated: 06.26.03

MULTNOMAH COUNTY, OREGON

By [Signature]

Diane M. Linn, Multnomah County Chair

Reviewed:

Agnes Sowle, Acting County Attorney  
For Multnomah County

By: [Signature]

Assistant County Attorney

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 06.26.03  
DEB BOGSTAD, BOARD CLERK



Department Business and Community Services

**MULTNOMAH COUNTY OREGON**

Fleet, Records, Electronic, & Distribution Services Division (FREDs)

1620 SE 190<sup>th</sup> Avenue

Portland, Oregon 97233

(503) 988-5050 phone

(503) 988-5565 fax

**EXHIBIT 1**

**TO INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND  
MULTNOMAH COUNTY SCHOOL DISTRICT NO 1J FOR FLEET SERVICES**

**A. SERVICES AND PRODUCTS PROVIDED**

**County Provided Services and Products for District Vehicles:**

- Preventative Maintenance
- DEQ Testing
- Tire Repair & Replacement
- Body & Paint work
- Custom Fabrication
- Mechanical Repair
- Road Calls
- Repair & maintenance services
- Equipment Installation
- Vehicle pick-up and delivery
- Related shop services
- Fuel
- Miscellaneous Administrative Services:
  - 1.Administering DEQ compliance
  - 2.WarrantyWork/Specialty Equipment Inspection
  - 3.Data Administration/AdHoc Reporting
  - 4.STW Loaner Pool Management
  - 5.PM Management
  - 6.Special Projects/Consulting

**B. RATES, CHARGES, AND FEES**

**1. Vehicle Maintenance and Repair Rates**

Maintenance and Repair Services provided on a time and material basis with charges and markups as follows:

1. Labor Shop Rate: \$65.00/hr
2. Parts and Supplies: At County Cost plus 25%

**2. Fuel Charges:** At County Cost plus 7%

**3. Charges for Outside Contracted Services:**

Passed through to District at County cost plus administrative mark-up.

**4. Motor Pool Vehicle Use Rates:**

The charge is made on a per mile of use basis, there is a minimum charge per trip or per day.

Motor Pool Rate:	\$.40/mile
14 miles or less:	\$5.00 per trip minimum

**5. Administrative Fees**

These fees are applied to the total invoice amounts to recover Multnomah County administrative costs. (Excluding other Fleet Service Fee's listed below.)

Fleet Services Administration:	10.0%
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**6. Other Fleet Service Fees**

These services will be provided for the annual fee set forth below:

a. Administering DEQ compliance/Warranty Work/Specialty Equipment Inspection	\$3000.00
b. Data Administration/AdHoc Reporting	\$3500.00
c. STW Loaner Pool Management	\$6900.00
d. PM Management	\$5000.00
e. Special Projects/Consulting	\$60.00/hour



**Exhibit 2**  
**MULTNOMAH COUNTY, OREGON**  
**ADMINISTRATIVE PROCEDURE      FLT-9**

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**SUBJECT:** Motor Pool Vehicle Use

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**PURPOSE:** To define the procedure for using a Motor Pool vehicle for a single trip

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**ORGANIZATION RESPONSIBLE:** Fleet, Records, Electronics, and Distribution Services (FREDS)

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**DATE:** December 2001, *Diane M. Linn*

---

**ORGANIZATIONS AFFECTED:** All Departments/Offices

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**LEGAL CITATION/REFERENCE:** Executive Rule 251

**I. USE OF MOTOR POOL VEHICLE**

**A. LOCATIONS**

Downtown Motor Pool  
530 SW 2<sup>nd</sup> Avenue  
Phone: (503) 988-3447  
Hours: 7:30 a.m. to 4:30 p.m. Monday-Friday

Multnomah Building Motor Pool  
501 SE Hawthorne Blvd  
Phone: (503) 988-6080  
Hours: 7:00 a.m. to 6:00 p.m. Monday-Friday

Blanchard Motor Pool  
301 N Dixon Street  
Phone: (503) 988-4232  
Hours: 7:30 a.m. to 4:30 p.m. Monday-Friday

Yeon Annex Motor Pool  
1600 SE 190<sup>th</sup> Avenue  
Phone: (503) 988-5050  
Hours: 8:00 a.m. to 4:30 p.m. Monday-Friday

## B. The scheduler will require:

1. Name of the person(s) who will pick up, drive, and return the vehicle;
2. Name of the department or office;
3. Date the vehicle is needed;
4. Time the vehicle will be picked up (reservations are held for one-half hour);
5. Time the vehicle will be returned;
6. Special needs (several passengers, hauling, out of town, overnight)

## C. Complete a yellow Motor Pool Trip Ticket, available at the pool or from Fleet Services by calling the Motor Pool Supervisor at (503) 988-5530. The trip ticket must include the correct account code to be charged for the use of the vehicle.

## D. The scheduler will assign a vehicle and keys to the driver and will issue a green Motor Pool vehicle card. Locate the vehicle in pool parking section, check for noticeable physical damage, mechanical defects, and fuel level.

## E. When vehicle is returned, park in pool parking section and complete the green vehicle card:

1. Record the ending mileage (odometer reading);
2. Record the fuel level;
3. Note any operational problems;
4. Roll up windows, turn off lights and radio, remove all personal belongings, lock doors.
5. Return vehicle card and keys to the pool office.

## II. TAKE HOME REQUESTS FOR MOTOR POOL VEHICLES

- A. Approval is necessary only for local overnight use. When a trip is taken out of town for an extended period, to a conference for example, overnight use is automatically approved.
- B. If a vehicle can be conveniently returned to the pool prior to 6:30 p.m., you are requested to do so. You would not be expected to return a vehicle if no bus service was available to you after 6:30 p.m., or if you found yourself downtown, alone after dark.
- C. If you are already assigned a vehicle for the day and will also need one early the following morning, you may request take-home approval. Vehicle use of this type is considered reasonable and acceptable.
- D. For take-home requests, please call the pool lot first to reserve a car, then contact the Motor Pool Supervisor at (503) 988-5530 for approval.

**EXHIBIT 3****FLEET GUIDELINES****I. DRIVER RESPONSIBILITY**

- A. County vehicles, owned or leased, other than vehicles assigned to elected officials, shall be used only for official County business. Personal use, including but not limited to, commuting or transportation of family members, friends, or other county employees, is not allowed.
- B. Travel to/from home/work is allowed for the county employee of an assigned, take-home vehicle as described in County Administrative Procedure #FLT-2. Overnight use of a Motor Pool vehicle must be approved in advance by the Motor Pool Supervisor.
- C. County employees have the responsibility to obey all traffic laws, regulations, signs and signals, and display courteous and cautious driving habits while driving a County vehicle. Parking and traffic citations and/or any resulting towing or impound charges are the responsibility of the driver.
- D. Driver's Licenses
  - 1) County vehicles shall only be driven by authorized personnel possessing a valid, appropriate driver's license issued by any state.
  - 2) Employees must report any change of license status to his or her supervisor immediately.
  - 3) Employees who operate a vehicle that requires a Commercial Driver's License must possess a valid State Commercial Driver's License with the appropriate endorsements.
  - 4) The employee's Department/Division Manager is responsible for assuring the validity of and appropriate class and endorsements of the driver's licenses, both on initial hire and on a continuing basis.
- E. Only County employees are authorized to operate County vehicles, except as provided below:

A person other than a County employee, including a contract or volunteer worker, engaged in the performance of official County business, may be authorized by the responsible Department/Division Manager to use a County vehicle. Contractors must have approval from the F.R.E.D.S. Operations Administrator to operate a County vehicle. Contractors are not covered by the County's self-insurance for liability or workers compensation and must be covered by independent coverage before being authorized to operate a County vehicle. Contact Risk Management for coverage limitations. The Department/Division Manager shall be responsible for assuring the person is qualified under these guidelines to legally operate a County vehicle.
- F. State law and Executive Order 174 requires the driver and all passengers of County vehicles to use lap seat belts and/or passive restraint devices.
- G. County Ordinance #556 prohibits smoking in County vehicles.

- H. Drivers of assigned vehicles must report an odometer reading on the last working day of each month to their Department/Division liaison or Fleet Services.
- I. Fleet Services reserves the right to suspend or deny driving privileges for the use of County vehicles for non-compliance with any provisions of the Fleet Guidelines. In addition, failure to comply with the Fleet Guidelines may be cause for disciplinary action by the employee's responsible department.
- J. Cell Phone Use while Driving
  - 1) County employees should limit the use of cell phones while driving in the course of conducting county business to make outgoing calls only in the event of an emergency involving public safety or the safety of the employee.
  - 2) If an outgoing call must be made, attempt to "dial" when the vehicle is not moving.
  - 3) If possible, let incoming calls go to your cellular voice mail service to be returned later or safely pull off the roadway and park before answering.
  - 4) Be familiar with the features of your phone, such as memory dial, voice recognition, or auto redial.
  - 5) Use hands-free equipment if available.
  - 6) Keep all calls short and refrain from engaging in complicated or emotional conversations.
  - 7) Extra care should be taken in situations involving heavy traffic, inclement weather, or while driving in an unfamiliar area.
  - 8) Do not use a cell phone while driving under the following circumstances:
    - a) While operating maintenance/construction type equipment unless the equipment is properly stopped and taken out of gear or turned off;
    - b) While fueling or working around combustible substances;
    - c) While traveling through a road construction work site.

## II. VEHICLE OPERATION AND EQUIPMENT

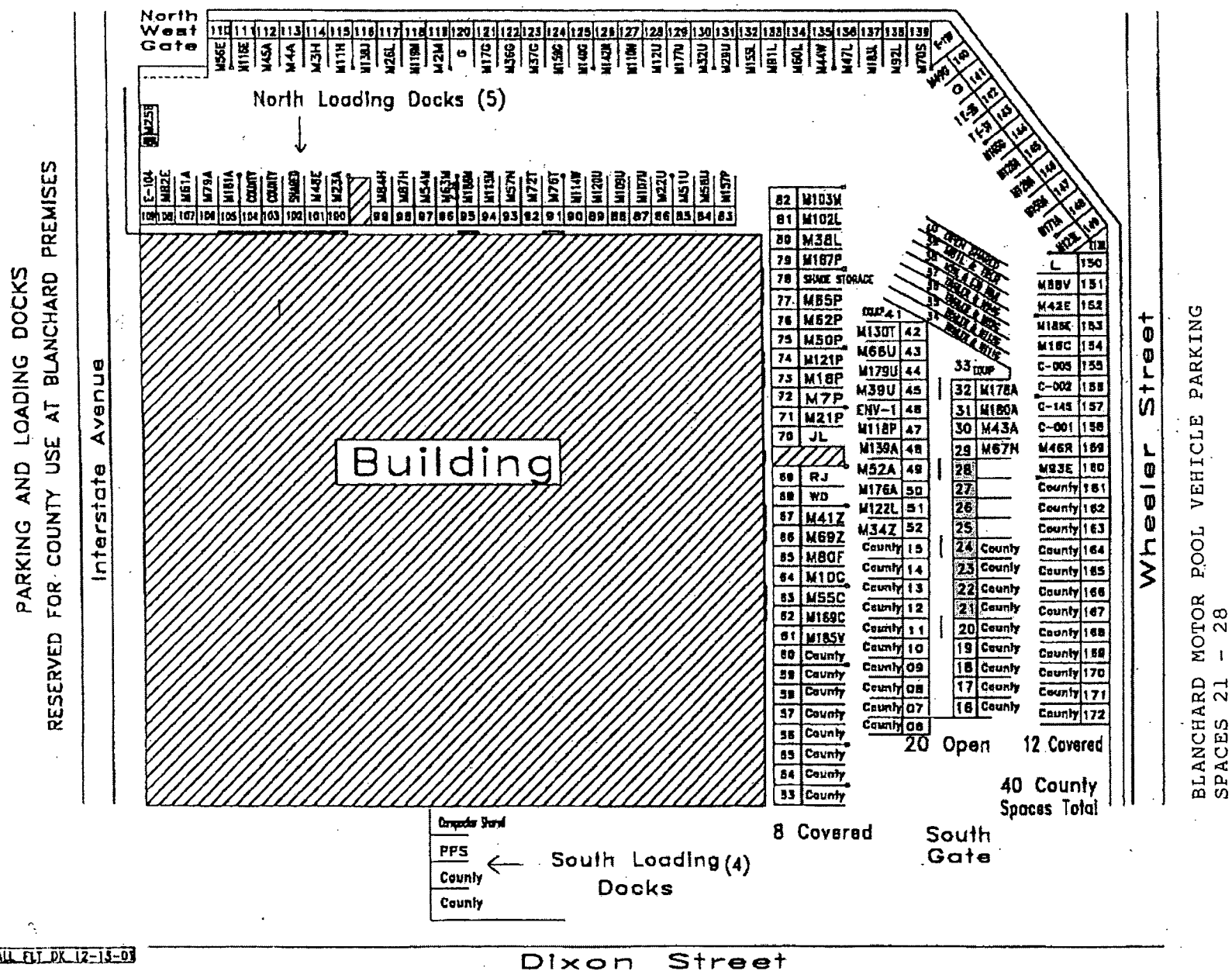
- A. All County drivers have the responsibility to examine vehicles for damage or absence of parts or equipment and contact Fleet Services for repairs.
- B. All County drivers are responsible to report any unsafe vehicle condition to Fleet Services.
- C. All County drivers are responsible for the safekeeping of other county equipment, such as portable computers, tools, etc., while being transported in a county vehicle.

- D. The County is not responsible for the theft of, or damage to, any personal items left in a County vehicle.
- E. County drivers shall not add to or remove equipment from a County vehicle without the written consent of the Fleet, Records, Electronic, and Distribution Services Manager with the exception of: (a) expendable items, such as flares; (b) tools, for the purpose of putting them to intended use, such as a lug wrench/tire jack. No bumper stickers, political statements, or advertisements, shall be placed on or in county vehicles.
- F. County drivers are responsible to arrange with the Motor Pool or Fleet Services for the replenishment of expendable items, such as flares, first aid kit supplies, or fire extinguishers to meet safety equipment standard requirements.
- G. County drivers of assigned (non-Motor Pool) vehicles are responsible for:
  - a) Self-service fueling of County vehicles when using the County fuel stations.
  - b) Checking and filling oil and other fluid levels.
  - c) Arranging for and maintaining the cleanliness of the vehicle, both exterior and interior.
  - d) Arranging for scheduled maintenance through Fleet Services.
- H. All County vehicles, with the exception of those qualified for confidential status, shall display exempt license plates.
- I. Except as provided in County Administrative Procedure #FLT-4, all exempt licensed vehicles will display an official County logo.

### III. ACCIDENT REPORTING

See Administrative Procedure #RSK-4.

## PPS Fleet Deck Parking-County Reserved Parking as Shown



ALL FLT DK 12-15-07

**DO NOT GIVE ANY STATEMENT OR ADMISSION TO THE OTHER DRIVER**

**Multnomah County**  
**Vehicle Collision Report Form RSK-4**

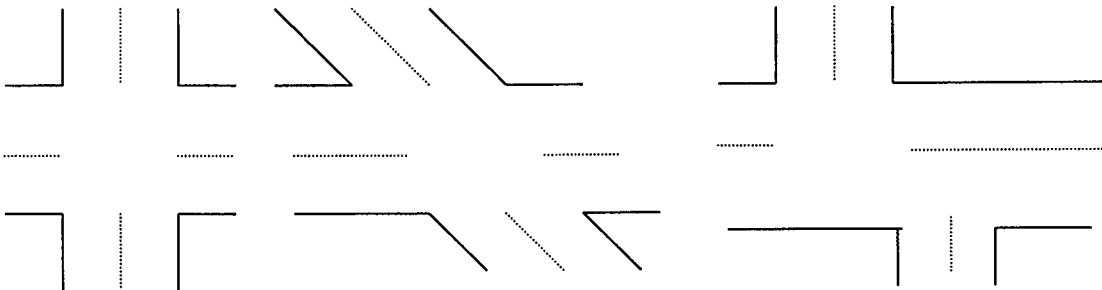
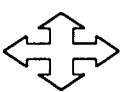
☐ Send this original form to Fleet (425/Fleet).

Complete this form immediately following all collisions involving a vehicle being used for County business. Refer to County Administrative Procedure RSK-4 for further information. Copies of RSK-4 may be accessed on the MINT or by calling Risk Management.

County Driver's Name: _____		Dept.: _____	
Work Phone No.: _____		Date of Birth: _____	
Driver's License No: _____	State Issued: _____	License Exp. Date: _____	
Accident Date: _____	Vehicle Make & Model: _____	Yr.: _____	License No.: _____
Time: _____ <input type="checkbox"/> am <input type="checkbox"/> pm	Location of Accident: _____		
Weather Conditions: _____		Road Conditions: _____	
Rate of Speed (mph)-- Your Car: _____	Other Car: _____	Police Investigation: <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> State <input type="checkbox"/> City	
Other Driver's Name: _____		Home Address: _____	
Home Phone: _____	Date of Birth: _____	Driver's License No.: _____	State Issued: _____
Vehicle Make & Model: _____	Year: _____	Vehicle License No.: _____	
Insurance Company: _____		Policy No.: _____	
Damage to County car (Vehicle #1): _____			
Damage to other car (Vehicle #2): _____			
Name, address and age of witnesses (other than occupants of car). _____			
Name, address and age of occupants in vehicle being used for County business (indicate if injured and extent). _____			
Name, address and age of occupants in other car (indicate if injured and extent). _____			

Show how accident occurred by using one of these diagrams.

Indicate North Below.



Driver's Statement of How Accident Occurred (use reverse side of form, if necessary): \_\_\_\_\_

Any Statement or Admission by Other Driver (use reverse side of form, if necessary): \_\_\_\_\_

Signature of County Driver/Date \_\_\_\_\_

Signature of Supervisor/Work Phone Number \_\_\_\_\_

# AGENDA PLACEMENT REQUEST

**BUD MOD #: OSCP-FY03-#2**

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

## Board Clerk Use Only:

**Meeting Date:** June 26, 2003

**Agenda Item #:** C-2

**Est. Start Time:** 9:30 AM

**Date Submitted:** 06/02/03

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**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** Office of School and Community Partnerships **Division:**

**Contact/s:** Kathy Tinkle, Heather McGillivray

**Phone:** 503 988-6295, Ext.: 26858 Ext.: 24261

**I/O Address:** 166/2nd

**Presenters:** Kathy Tinkle

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**Agenda Title:** Budget Modification to Update the Office of School and Community Partnerships FY03 Budget to Reflect Actual Grant Awards as of April 2003. The Net Grant-Funded Increase from these Adjustments is \$1,305,514

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Office of School and Community Partnerships recommends the approval of Budget Modification **OSCP-FY03-#2**. This budget modification requests to update the Office of School and Community Partnerships budget to reflect actual grant awards as of April 2003. The net increase from these adjustments is \$1,305,514

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Each year when the County's budget is adopted in June it is based on projected revenues given the best information that is available at the time. During the course of the fiscal year Federal, State and Local grant amounts change for various reasons.

This Budget Modification makes adjustments to several grant amounts that support the Office of School and Community Partnerships budget to reflect actual grant awards as of



April 2003. The most significant increases are from the State for Low Income Energy Assistance. The State is nearing the end of their biennium and they have allocated the remainder of their reserved funding to the Counties so that the funds can be spent by June 30<sup>th</sup>.

**3. Explain the fiscal impact (current year and ongoing).**

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

**❖ What revenue is being changed and why?**

Revenue increases and decreases are per award notices as explained below. These amounts are valid during our FY03 fiscal year only. There will be renewal awards each year, amounts to be determined.

- A)** Per the most recent NOA (Notice of Award) from the State Housing and Community Services Department, the following changes have been made to our awards:
  - 1) Increase of \$619,826 in LIEAP (Low Income Energy Assistance Payments)**
  - 2) Increase of \$15,228 in LIEAP Client Education funds**
  - 3) Increase of \$588,148 in OEAP (Oregon Energy Assistance Payments)**
  - 4) Increase of \$4,093 in EHA (Emergency Housing Assistance)**
  - 5) Increase of \$10,967 in SHAP (State Housing Assistance Program)**
- B)** Per information from the City of Portland:
  - 1) Our award amount for City General Fund has decreased by \$7,881**
  - 2) The revenue contract from the City overstated the amount of HUD HOME funding that they were passing through to OSCP by \$172,249. We are decreasing our budget accordingly.**
- C)** HUD funding changes are as follows:
  - 1) Increase HUD Horizons Homeless Youth by \$26,611. (These are unspent award balances from FY02, which need to be spent by June 30, 2003.**
  - 2) Per HUD, loan repayments received for Rental Rehab Loans are to be used for Affordable Housing Projects. \$28,924 has been received and will be spent in FY03.**
- D)** Other grant changes:
  - 1) Reduce Bonneville Power Admin funding by \$3,316 (actual award less than originally estimated)**
  - 2) Increase FEMA by \$113,181 (award amount more than originally estimated)**
  - 3) Increase OCCF Children, Youth & Families award by \$19,454 per information from the Commission**

- 4) Per Department of County Human Services (Multnomah), State Mental Health (SMHD) funds increased by \$10,315
- 5) Oregon Department of Education 21st Century award for \$52,000 received for SUN Schools

- ❖ **What budgets are increased/decreased?** Changes to the OSCP budget described above. The net increase is \$1,305,514 in grant funding with the most significant changes being in Energy Services.
  - ❖ **What do the changes accomplish?** The changes bring the OSCP budget in line with actual grant award amounts.
  - ❖ **Do any personnel actions result from this budget modification? Explain.** There are no personnel changes.
  - ❖ **Is the revenue one-time-only in nature?** No
  - ❖ **If a grant, what period does the grant cover?** These amounts are for the fiscal year 7/1/02-6/30/03. The grants are renewed each year.
  - ❖ **When the grant expires, what are funding plans?** We expect that the awards will be renewed each year.
4. **Explain any legal and/or policy issues involved.**
- N/A
5. **Explain any citizen and/or other government participation that has or will take place.**
- N/A

**Required Signatures:**

Department/Agency Director:

*J. Blenzy T. Pae W.*

Date: 05/23/03

Budget Analyst

By: Michael D. Jaspin Date: 06/02/03

Dept/Countywide HR

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

Date:

Budget Modification: OSCP-FY03-#2

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	21-50	1000			SCPSFSUN.CGF	60160	311,868	307,868	(4,000)		Pass-Through Pymts
2	21-50	1000			SCPSFSUN.CGF	60170	72,700	61,319	(11,381)		Professional Services
3	21-50	1000			SCPSFAD.SUN.CGF	60000	94,639	110,020	15,381		Permanent Personnel
4								0		0	
5	21-50	27190			SCPSFAD.SUN.PDXGF	60000	64,825	49,444	(15,381)		Permanent Personnel
6	21-50	27190			SCPSFAD.SUN.PDXGF	50200	(64,825)	(49,444)	15,381		IG-OP-Local Source
7	21-50	27190			SCPSFSUN.PDXGF	60170	0	7,500	7,500		Professional Services
8	21-50	27190			SCPSFSUN.PDXGF	50200	(216,329)	(223,829)	(7,500)		IG-OP-Local Source
9								0		0	
10	21-10	21090			SCDPINT.BPA	60160	15,000	11,684	(3,316)		Pass-Through Pymts
11	21-10	21090			SCDPINT.BPA	50170	(15,000)	(11,684)	3,316		IG-OP-Direct Fed
12								0		0	
13	21-40	20750			SCPHPWCHV.FEMA21	60160	222,774	313,658	90,884		Pass-Through Pymts
14	21-40	20750			SCPHPWCHV.FEMA21	50170	(222,774)	(313,658)	(90,884)		IG-OP-Direct Fed
15	21-40	20750			SCPHPWEA.FEMA21	60160	74,256	96,553	22,297		Pass-Through Pymts
16	21-40	20750			SCPHPWEA.FEMA21	50170	(74,256)	(96,553)	(22,297)		IG-OP-Direct Fed
17								0		0	
18	21-40	21573			SCPHPWAD.HORIZYTH.AD	60170	5,046	5,259	213		Professional Services
19	21-40	21573			SCPHPWAD.HORIZYTH.AD	50170	(5,046)	(5,259)	(213)		IG-OP-Direct Fed
20	21-40	21573			SCPHPWHY.HORIZYTH.SS	60160	65,077	69,809	4,732		Pass-Through Pymts
21	21-40	21573			SCPHPWHY.HORIZYTH.SS	50170	(65,077)	(69,809)	(4,732)		IG-OP-Direct Fed
22	21-40	21573			SCPHPWHY.HORIZYTH.LE	60160	40,098	61,977	21,879		Pass-Through Pymts
23	21-40	21573			SCPHPWHY.HORIZYTH.LE	50170	(40,098)	(61,977)	(21,879)		IG-OP-Direct Fed
24								0		0	
25	21-40	24480			SCPHPWHS.EHA.BI03	60160	71,745	75,838	4,093		Pass-Through Pymts
26	21-40	24480			SCPHPWHS.EHA.BI03	50180	(71,745)	(75,838)	(4,093)		IG-OP-Direct State
27								0		0	
28	21-40	23940			SCPHPWHS.SHAP.BI03	60160	173,011	183,978	10,967		Pass-Through Pymts
29	21-40	23940			SCPHPWHS.SHAP.BI03	50180	(173,011)	(183,978)	(10,967)		IG-OP-Direct State
								0		0	Total - Page 1
								0		0	GRAND TOTAL

Budget Modification: OSCP-FY03-#2

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit		WBS Element	Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center							
30	21-40	62280			SCPHPWFB.LOAN.RRP	60160	0	28,924	28,924		Pass-Through Pymts
31	21-40	62280			SCPHPWFB.LOAN.RRP	50290	0	(28,924)	(28,924)		Dividends & Rebates
32								0		0	
33	21-40	21140			SCPHPWFB.HOME	60160	210,748	38,499	(172,249)		Pass-Through Pymts
34	21-40	21140			SCPHPWFB.HOME	50195	(210,748)	(38,499)	172,249		IG-OP-Fed thru Local
35								0		0	
36	21-50	23470			SCPSFEC.CYF	60160	0	12,559	12,559		Pass-Through Pymts
37	21-50	23470			SCPSFEC.CYF	50180	0	(12,559)	(12,559)		IG-OP-Direct State
38	21-50	23470			SCPSFSUN.CYF	60160	165,585	172,480	6,895		Pass-Through Pymts
39	21-50	23470			SCPSFSUN.CYF	50180	(165,585)	(172,480)	(6,895)		IG-OP-Direct State
40								0		0	
41	21-20	83070			SCPCC.SMHD	60160	83,712	94,027	10,315		Pass-Through Pymts
42	21-20	83070			SCPCC.SMHD	50190	(83,712)	(94,027)	(10,315)		IG-OP-Fed thru State
43								0		0	
44	21-50	32079			SCPSFSUN.ODE21C	60160	0	50,000	50,000		Pass-Through Pymts
45	21-50	32079			SCPSFSUN.ODE21C	50190	0	(50,000)	(50,000)		IG-OP-Fed thru State
46	21-50	32079			SCPSFAD.ODE21C	60170	0	2,000	2,000		Professional Services
47	21-50	32079			SCPSFAD.ODE21C	50190	0	(2,000)	(2,000)		IG-OP-Fed thru State
48								0		0	
49	21-30	20724			SCPEGEA.LIEAPED.FFY03	60160	68,865	84,093	15,228		Pass-Through Pymts
50	21-30	20724			SCPEGEA.LIEAPED.FFY03	50190	(68,865)	(84,093)	(15,228)		IG-OP-Fed thru State
51								0			
52	21-30	20725			SCPEGEA.LIEAP.CLVND.PMT	60160	1,914,270	2,534,096	619,826		Pass-Through Pymts
53	21-30	20725			SCPEGEA.LIEAP.CLVND.PMT	50190	(1,914,270)	(2,534,096)	(619,826)		IG-OP-Fed thru State
54								0			
55	21-30	23350			SCPEGEA.OEA03.PGE.PG	60160	118,789	488,232	369,443		Pass-Through Pymts
56	21-30	23350			SCPEGEA.OEA03.PGE.PG	50180	(118,789)	(488,232)	(369,443)		IG-OP-Direct State
57	21-30	23350			SCPEGEA.OEA03.PPL.PG	60160	42,952	173,435	130,483		Pass-Through Pymts
58	21-30	23350			SCPEGEA.OEA03.PPL.PG	50180	(42,952)	(173,435)	(130,483)		IG-OP-Direct State
								0		0	Total - Page 2
								0		0	GRAND TOTAL

Budget Modification: OSCP-FY03-#2

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
59	21-30	23350			SCPEGEA.OEA03.PGE.PD	60160	20,963	86,158	65,195		Pass-Through Pymts
60	21-30	23350			SCPEGEA.OEA03.PGE.PD	50180	(20,963)	(86,158)	(65,195)		IG-OP-Direct State
61	21-30	23350			SCPEGEA.OEA03.PPL.PD	60160	7,580	30,607	23,027		Pass-Through Pymts
62	21-30	23350			SCPEGEA.OEA03.PPL.PD	50180	(7,580)	(30,607)	(23,027)		IG-OP-Direct State
63								0		0	
64								0			
65								0			
66								0			
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85								0			
86								0			
87								0			
									0	0	Total - Page 3
									0	0	GRAND TOTAL

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** C-3

**Est. Start Time:** 9:30 AM

**Date Submitted:** 06/17/03

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**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** DCHS

**Division:** Behavioral Health

**Contact/s:** Jean Dentinger

**Phone:** 503 988-5464

**Ext.:** 27297

**I/O Address:** 166/5

**Presenters:** Consent Calendar

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**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

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

---

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

Requesting approval of designees. The Department of Behavioral Health is recommending approval of the designees in accordance with ORS.426.215.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director designee Custody. This certification allows the designee to direct the police officer to take into custody any individual with mental health issues who is judged dangerous to self or others. Police then transport the individual to a treatment center. As agencies experience staffing turnovers, new staff needs to be trained and authorized.

**3. Explain the fiscal impact (current year and ongoing).**

None.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

**4. Explain any legal and/or policy issues involved.**

In accordance with ORS 426.215.

**5. Explain any citizen and/or other government participation that has or will take place.**

None.

**Required Signatures:**

Department/Agency Director: Patricia K. Pate Date: 06/17/03

Budget Analyst

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

Date:

Dept/Countywide HR

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

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

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:

Jim Rowley  
Joe Eaton  
Morganna Wolf

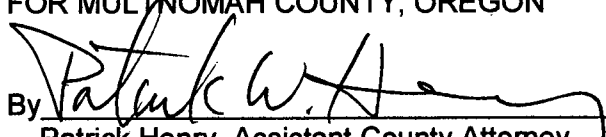
ADOPTED this 26th day of June, 2003.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Patrick Henry, Assistant County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 03-096

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:

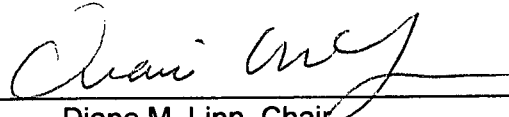
1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe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

Jim Rowley  
Joe Eaton  
Morganna Wolf

ADOPTED this 26th day of June, 2003.

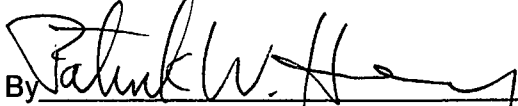


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Patrick W. Henry, Assistant County Attorney

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** C-4

**Est. Start Time:** 9:30 AM

**Date Submitted:** 06/18/03

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**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** County Human Services

**Division:** DD & MHAS

**Contact/s:** Rex Surface and Dr. Peter Davidson

**Phone:** 503.988.3691

**Ext.:** 26865

**I/O Address:** 166/7

**Presenters:** Consent Calendar / Rex Surface and Dr. Peter Davidson

---

**Agenda Title:** Department of Human Services 2003-2005 County Financial Assistance Contract

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

---

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of the Department of Human Services 2003-2005 County Financial Assistance Contract.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

This revenue agreement will provide financial assistance in the operations of community mental health, developmental disabilities, and alcohol and drug abuse programs in accordance with the policies, procedures and administrative rules of the Department of Human Services.

**3. Explain the fiscal impact (current year and ongoing).**

The estimated total for FY2003-2005 is \$158,185,791.44. The breakdown is \$128,209,405.44 for Mental Health and Developmental Disabilities and \$29,976,386 for Alcohol and Drug Services.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?
- ❖

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

Department/Agency Director: Patricia K. Pate Date: 06/17/03

Budget Analyst  
By:

Date:

Dept/Countywide HR  
By:

Date:

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0410466

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

Amendment #: 0

Class I	Class II	Class III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts	<input type="checkbox"/> Professional Services Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue
<input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts	<input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts	<b>Class III B</b> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement)
<input type="checkbox"/> Architectural & Engineering Contracts	<input type="checkbox"/> Architectural & Engineering Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue
<input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Interdepartmental Contracts

Department: County Human Services Division: Mental Health/Addiction Services Date: June 17, 2003  
 Originator: Stephen Young Phone: 29597 Bldg/Rm: 166/5  
 Contact: Lynn Ervins Phone: 26644 Bldg/Rm: 166/  
 Description of Contract: **Renewal of Intergovernmental Agreement with the Department of Human Services FY 2003-2005, County Financial Assistance Contract.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>010341</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE: <u></u>
EXEMPTION # <u>N/A</u>	EXPIRATION DATE: <u></u>
EFFECTIVE DATE: <u></u>	ORS/AR # <u></u>
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF State Cert# <u></u> or <input type="checkbox"/> Self Cert <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> N/A (Check all boxes that apply)	

Contractor <b>Department of Human Services (CFAC)</b>		Remittance Address <u></u>
Address <b>500 Summer Street NE, E03</b>		(If different) <u></u>
City/State <b>Salem, OR</b>		Payment Schedule / Terms
Zip Code <b>97301-1080</b>		<input type="checkbox"/> Lump Sum \$ <u></u> <input type="checkbox"/> Due on Receipt
Phone <b>503.945.5818</b>		<input type="checkbox"/> Monthly \$ <u></u> <input type="checkbox"/> Net 30
Employer ID# or SS# <b>93-0576060</b>		<input type="checkbox"/> Other \$ <u></u> <input type="checkbox"/> Other
Contract Effective Date <b>July 1, 2003</b>	Term Date <b>June 30, 2005</b>	<input type="checkbox"/> Requirements Funding Info:
Amendment Effect Date <u></u>	New Term Date <u></u>	Original Requirements Amount \$ <u></u>
Original Contract Amount \$ <b>158,185,791.44</b>	Total Amt of Previous Amendments \$ <b>0</b>	Total Amt of Previous Amendments \$ <u></u>
Amount of Amendment \$ <b>0</b>	Total Amount of Agreement \$ <b>158,185,791.44</b>	Requirements Amount Amendment: \$ <u></u>
		Total Amount of Requirements \$ <u></u>

## REQUIRED SIGNATURES

Department Manager [Signature]  
 Purchasing Manager [Signature]  
 County Attorney Patricia W. Henry  
 County Chair [Signature]  
 Sheriff   
 Contract Administration

DATE 6/17/03  
 DATE   
 DATE 6/18/03  
 DATE 6.26.03  
 DATE   
 DATE

COMMENTS: CUSTOMER CODE: 200647

S:\admin\Ceul\ceulStartFY0304\CpuREVIDEPTofHSCFACcaf.doc

APPROVED MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # C-4 DATE 062603  
 DEB BOGSTAD, BOARD CLERK

**In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Contracts and Procurement Unit at (503) 945-5818 or TTY (503) 945-5928.**

**CONTRACT # 26-001**

**DEPARTMENT OF HUMAN SERVICES  
2003-2005 COUNTY FINANCIAL ASSISTANCE CONTRACT**

This Department of Human Services 2003-2005 County Financial Assistance Contract (the "Contract") is between the State of Oregon acting by and through its Department of Human Services ("Department") and Multnomah County, a political subdivision of the State of Oregon ("County").

**RECITALS**

WHEREAS, ORS 430.610(4) and 430.640(1) authorize Department to assist Oregon counties and groups of Oregon counties in the establishment and financing of community mental health, developmental disabilities and alcohol and drug abuse programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Contract, to operate or contract for the operation of community mental health, developmental disabilities and alcohol and drug abuse programs in accordance with the policies, procedures and administrative rules of Department;

WHEREAS, County has requested financial assistance from Department to operate or contract for the operation of its community mental health, developmental disabilities and alcohol and drug abuse programs; and

WHEREAS, Department is willing, upon the terms of conditions of this Contract, to provide financial assistance to County to operate or contract for the

operation of its community mental health, developmental disabilities and alcohol and drug abuse programs.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

**1. Effective Date and Duration.** This Contract shall become effective on the later of (i) July 1, 2003, or (ii) the date this Contract is fully executed and approved as required by applicable law. Unless terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2005.

**2. Contract Documents, Order of Precedence.** This Contract consists of the following documents:

This Contract without Exhibits

Exhibit A	Definitions
Exhibit B	Service Descriptions
Exhibit C	Financial Assistance Award
Exhibit D	Special Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit G	Required Federal Terms and Conditions
Exhibit H	Required Provider Contract Provisions

In the event of a conflict between two or more of the documents comprising this Contract, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (a) this Contract without Exhibits, (b) Exhibit A (c) Exhibit F, (d) Exhibit E (e) Exhibit C, (f) Exhibit D, (g) Exhibit B, (h) Exhibit G, and (i) Exhibit H.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the dates set forth below their respective signatures.

**STATE OF OREGON ACTING BY AND THROUGH ITS  
DEPARTMENT OF HUMAN SERVICES**

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

Name: Bill Nickleberry, Administrator  
Office of Contracts and Procurement  
Administrative Services

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

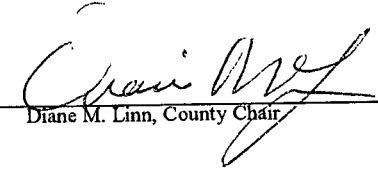
**MULTNOMAH COUNTY**

By: 

Name: PATRICIA K. PATE

Title: DEPT. DIRECTOR

Date: 6/17/03

By:   
Diane M. Linn, County Chair

Date: 6.26.03

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY   
ASSISTANT COUNTY ATTORNEY

DATE 6/18/03

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

**The entire 461 page document is available for viewing as a Word document on your "G" drive Weekly Agenda Packet folder under C-4 or you may look at the original on file with the Board Clerk.**

THANK YOU  
FOR SAVING  
SOME TREES?

06.26.03

THE DOC IS AVAILABLE  
ELECTRONICALLY ONLY  
VIA BOARD CLERK. ORIGINAL NOW  
WITH CONTRACTS ADMIN

DEB

☺  
DEB



## AGENDA PLACEMENT REQUEST

BUD MOD #: MCSO-03 EXT-19

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

### Board Clerk Use Only:

Meeting Date: June 26, 2003  
Agenda Item #: C-5  
Est. Start Time: 9:30 AM  
Date Submitted: 06/18/03

**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** Sheriff's Office

**Division:** Enforcement

**Contact/s:** Dave Braaksma

**Phone:** 503 988-4415

**Ext.:** 84415

**I/O Address:** 503/350

**Presenters:** Consent Calendar - Sharie Lewis

**Agenda Title:** Budget Modification MCSO 03-External 19 Adding \$151,529.70 in Revenue and Appropriations to FY 02/03 Budget to Re-establish the SEDE Fund for the MCSO Special Investigations Unit

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.)

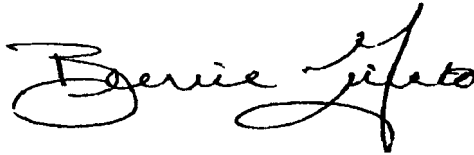
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Board approval of bud mod
2. **Please provide sufficient background information for the Board and the public to understand this issue.** This dedicated fund was cut 2 years ago due to the passage of Measure 3 which would disallow MCSO from benefiting from civil forfeitures. Since this time, existing laws were discovered which would again allow us to continue with the dedicated portion of the Special Investigations Unit. The SEDE Fund is funded only by the revenue of seized and forfeited properties. These funds can only be used for the enforcement, prevention and education of illegal drug usage and drug crimes.
3. **Explain the fiscal impact (current year and ongoing).**  
This bud modification adds \$151,530 in additional revenue for our FY 02/03 Enforcement budget to enable the Sheriff's Office to continue to fight criminal drug

activity. Any remaining budget will be carried over in FY 03/04. There will be no impact to personnel levels.

4. **Explain any legal and/or policy issues.** These funds can only be used for the enforcement, prevention and education of illegal drug activity.
5. **Explain any citizen and/or other government participation that has or will take place.** Often, when MCSO works on investigation of drug cases, we work along side with other local and federal agencies and with the assistance of the DA's Office.

**Required Signatures:**

**Department/Agency Director:**



**Date:** 6/18/03

**Budget Analyst**

**By:**

*Christian Yeager*

**Date:** 06/18/03

**Dept/Countywide HR**

**By:**

**Date:**

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

(Date)

DEPARTMENT: Multnomah County Sheriff's OfficeDIVISION: N/ACONTACT: Sharie LewisPHONE: 988-4813

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

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

Budget Modification to establish the SEDE fund for the MCSO Special Investigations Unit.

## 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?]

**[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This budget modification adds \$151,529.70 to revenue and appropriations for our FY 02/03 budget to re-establish the Special Investigations Unit SEDE Fund. This dedicated fund was cut 2 years ago due to the passage of Measure 3 which would disallow MCSO from benefiting from civil forfeitures. Since this time, existing laws were discovered which would again allow us to continue with the dedicated portion of the Special Investigations Unit. The SEDE fund is funded only by the revenue of seized and forfeited properties. These funds can only be used for the enforcement, prevention and education of drug usage and drug crimes. This fund is subject to central indirect charges.

Revenue collected is proportionally divided between MCSO, the DAs Office and the General Fund. This bud mod only represents the Sheriff's Office Dedicated portion.

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

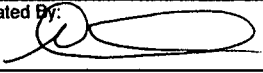
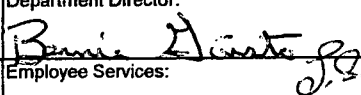
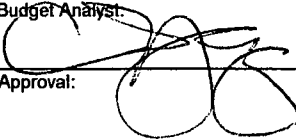

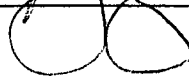
Adds revenue from sales of seized and forfeited property.

\$151,530

TOTAL \$151,530

## 4. CONTINGENCY STATUS [To Be Completed by Budget &amp; Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
 (Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: 	Date: <u>6/18/03</u>	Department Director: 	Date: <u>6/18/03</u>
Plan / Budget Analyst: 	Date: <u>6/18/03</u>	Employee Services: 	Date: _____
Board Approval: 	Date: _____		

## EXPENDITURES &amp; REVENUES

Budget Fiscal Year: 02/03

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	1505		601651		50170	(28,000.00)	-	28,000.00		IG-OP-Direct Fed
1	60-50	1505		601651		60110	17,860.00	-	(17,860.00)		Overtime
3	60-50	1505		601651		60135	4,451.18	-	(4,451.18)		Non-Base Fringe
4	60-50	1505		601651		60145	2,143.32	-	(2,143.32)		Non-Base Insurance
5	60-50	1505		601651		60350	3,545.50	-	(3,545.50)		Central Indirect
6	60-50	1516		601653		50170	0	(141,792.67)	(141,792.67)		IG-OP-Direct Fed
7	60-50	1516		601653		60110	0	103,599.45	103,599.45		Overtime
8	60-50	1516		601653		60135	0	25,816.98	25,816.98		Non-Base Fringe
9	60-50	1516		601653		60145	0	9,323.95	9,323.95		Non-Base Insurance
10	60-50	1516		601653		60350	0	3,052.29	3,052.29		Central Indirect
11	60-50	1516		601654		50000	0	47,245.33	47,245.33		Beginning Working Capital
12	60-50	1516		601654		50195	0	(41,094.03)	(41,094.03)		IG-OP-Fed Thru Local
13	60-50	1516		601654		50236	0	(36,124.91)	(36,124.91)		IG-Charges for Svcs
14	60-50	1516		601654		50280	0	(8,363.42)	(8,363.42)		Fines & Forfeitures
15	60-50	1516		601654		50350	0	600.00	600.00		Write Off
16	60-50	1516		601654		60110	0	5,962.00	5,962.00		Overtime
17	60-50	1516		601654		60135	0	1,485.73	1,485.73		Non-Base Fringe
18	60-50	1516		601654		60145	0	536.58	536.58		Non-Base Insurance
19	60-50	1516		601654		60170	0	18,590.16	18,590.16		Professional Services
20	60-50	1516		601654		60240	0	9,549.88	9,549.88		Supplies
21	60-50	1516		601654		60260	0	800.00	800.00		Education & Training
22	60-50	1516		601654		60350	0	812.34	812.34		Central Indirect
23								0	0		
24	70-01	3500		705210		50316	0	(7,731.34)	(7,731.34)		Increase Insurance Revenue
25	70-01	3500		705210		60330	0	7,731.34	7,731.34		Increase Insurance Expenditure
26								0	0		
27	19	1000		9500001000		50310		(319.13)	(319.13)		Increase Indirect Revenue
28	19	1000		9500001000		60470		319.13	319.13		Increase Indirect Expenditure
									0.00	0	Total - Page 1

## AGENDA PLACEMENT REQUEST

BUD MOD #: MCSO-03 EXT-20

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

### Board Clerk Use Only:

Meeting Date: June 26, 2003

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 06/18/03

**Requested Date:** June 26, 2003

**Time Requested:** N/A

**Department:** Sheriff's Office

**Division:** Enforcement

**Contact/s:** Dave Braaksma

**Phone:** 503 988-4415

**Ext.:** 84415

**I/O Address:** 503/350

**Presenters:** Consent Calendar - Sharie Lewis

**Agenda Title:** Budget Modification MCSO 03 Ext-20 Appropriating \$20,581 of Grant Revenue into this Fiscal Year's Budget from the Bulletproof Vest Partnership Program, for Purchase of Bullet Proof Vests

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.)**

1. **What action are you requesting from the Board? What is the department/agency recommendation?**  
Board approval of bud mod
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
The Bulletproof Vest Partnership Program reimburses the Sheriff's Office for purchases related to bulletproof vests. This funding is used to help purchase armor vests to law enforcement officer each year.
3. **Explain the fiscal impact (current year and ongoing).**  
As this funding is direct reimbursement for vests purchased by the Sheriff's Office there will be no impact to personnel level only an offset to the supply line. This funding provides a one to one match for supplying vests to uniformed officers.

4. Explain any legal and/or policy issues.

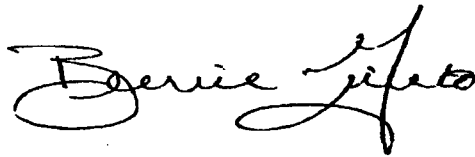
None

5. Explain any citizen and/or other government participation that has or will take place.

None

**Required Signatures:**

Department/Agency Director:



Date: 6/18/03

Budget Analyst

By:

*Christian Yeager*

Date: 06/18/03

Dept/Countywide HR

By:

Date:

BUDGET MODIFICATION: MCSO 03 EXT - 20 \_\_\_\_\_

(For Clerk's Use) Meeting Date: \_\_\_\_\_

Agenda No.: \_\_\_\_\_

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

(Date)

DEPARTMENT: Multnomah County Sheriff's Office

DIVISION: N/A

CONTACT: Sharie Lewis

PHONE: 988-4813

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

Sharie Lewis

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

Budget modification for approval of appropriating \$20,581 in grant funds from the Bulletproof Vest Partnership Program to the Sheriff's Office.

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?]

[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will add \$20,581 to the supply line and have a corresponding \$20,581 in revenue. Both cost elements will be tracked in a designated WBS element. This funding provides a one to one match for supplying vests to uniformed officers.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

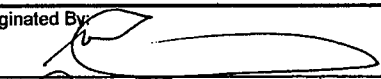

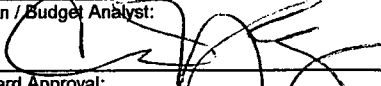

Adds revenue from Bulletproof Vest Partnership Program

\$20,581

TOTAL \$20,581

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: 	Date: <u>6/18/03</u>	Department Director: 	Date: <u>6/18/03</u>
Plan / Budget Analyst: 	Date: <u>6/18/03</u>	Employee Services: _____	Date: _____
Board Approval: 	Date: _____		

## BUDGET MODIFICATION: # MCSO 03-EXT- 20

## EXPENDITURES &amp; REVENUES

This bud mod allocates money for Bullet Proof Vests

Budget Fiscal Year: 02/03

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	20400			SOENF.BVP	50170	0	(20,581.00)	(20,581.00)		IG-OP - Direct Fed
2	60-50	20400			SOENF.BVP	60240	0	20,128.22	20,128.22		Supplies
3	60-50	20400			SOENF.BVP	60350	0	452.78	452.78		Indirect
4											
5	19	1000		9500001000		50310		(452.78)	(452.78)		Indirect Revenue
6	19	1000		9500001000		60470		452.78	452.78		Contingency
7								0			
8								0			
9								0	0		
10								0			
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
17								0			
18								0			
24								0			
25								0			
26								0			
27								0			
28								0			
29								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL



# AGENDA PLACEMENT REQUEST

BUD MOD #: MCSO-03 EXT-21

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

## Board Clerk Use Only:

Meeting Date: June 26, 2003

Agenda Item #: C-7

Est. Start Time: 9:30 AM

Date Submitted: 06/18/03

Requested Date: June 26, 2003

Time Requested: N/A

Department: Sheriff's Office

Division: Enforcement

Contact/s: Dave Braaksma

Phone: 503 988-4415

Ext.: 84415

I/O Address: 503/350

Presenters: Consent Calendar - Sharie Lewis

**Agenda Title:** Budget Modification MCSO 03 Ext 21 Appropriating \$14,294 in Funding from the State of Oregon Parks & Recreation Department to the Sheriff's Office, to Provide Overtime to Enhance Patrol and Emergency Services in Support of the Recreation Management of Government Island, McGuire Island and Lemon Island

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?**  
Board approval of bud mod
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
This modification will add \$14,294 to the overtime line and have a corresponding \$14,294 in revenue. Both cost elements will be tracked in a designated WBS element. Funding is used to provide intergovernmental mutual assistance in providing law enforcement and emergency services in support of the recreation management of Government Island, McGuire Island and Lemon Island, in Multnomah County.
3. **Explain the fiscal impact (current year and ongoing).**

This budget modification adds \$14,294 in additional revenue for FY 02/03 Enforcement budget from the State of Oregon Parks & Recreation Department. This funding is used to pay for overtime which enhances patrols and emergency services while providing support for the recreation management of Government Island, McGuire Island and Lemon Island, in Multnomah County.

**4. Explain any legal and/or policy issues.**

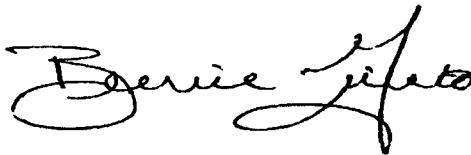
None

**5. Explain any citizen and/or other government participation that has or will take place.**

None

**Required Signatures:**

**Department/Agency Director:**



**Date: 6/18/03**

**Budget Analyst**

**By:**

*Christian Yeager*

**Date: 06/18/03**

**Dept/Countywide HR**

**By:**

**Date:**

BUDGET MODIFICATION: MCSO 03 EXT - 21 \_\_\_\_\_

(For Clerk's Use) Meeting Date: \_\_\_\_\_

Agenda No.: \_\_\_\_\_

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

(Date)

DEPARTMENT: Multnomah County Sheriff's Office

DIVISION: N/A

CONTACT: Sharie Lewis

PHONE: 988-4813

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

Sharie Lewis

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

Budget modification for approval of appropriating \$14,294 in funding from the State of Oregon Parks & Recreation Department to the Sheriff's Office..

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?]

[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will add \$14,294 to the overtime line and have a corresponding \$14,294 in revenue. Both cost elements will be tracked in a designated WBS element. Funding is used to provide overtime to enhance patrol and emergency services in support of the recreation management of Government Island, McGuire Island and Lemon Island, in Multnomah County.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Adds revenue from State of Oregon Parks & Recreation Department

\$14,294

TOTAL \$14,294

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: \_\_\_\_\_

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

Department Director: \_\_\_\_\_

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

Plan/ Budget Analyst: \_\_\_\_\_

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

Employee Services: \_\_\_\_\_

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

Board Approval: \_\_\_\_\_

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

## BUDGET MODIFICATION: # MCSO 03-EXT- 21

## EXPENDITURES &amp; REVENUES

This bud mod allocates money for Government Island

Budget Fiscal Year: 02/03

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	1505			SORPU.GOV.03	50170	0	(14,294.00)	(14,294.00)		Federal/State Revenue-Fee for Services
2	60-50	1505			SORPU.GOV.03	60110	0	9,236.33	9,236.33		Overtime
3	60-50	1505			SORPU.GOV.03	60350	0	314.47	314.47		Indirect
4	60-50	1505			SORPU.GOV.03	60130	0	3,483.70	3,483.70		Salary related Expenses
5	60-50	1505			SORPU.GOV.03	60140	0	1,259.50	1,259.50		Insurance
6											
7	70-01	3500		705210		50316		(1,259.50)	(1,259.50)		Increase Insurance revenue
8	70-01	3500		705210		60330		1,259.50	1,259.50		Increase Offsetting Exp
9	19	1000		9500001000		50310		(314.47)	(314.47)		Indirect Revenue
10	19	1000		9500001000		60470		314.47	314.47		Contingency
11								0			
12											
13											
14								0			
15								0			
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25								0			
26									0	0	Total - Page 1
27									0	0	GRAND TOTAL

**BOGSTAD Deborah L**

**From:** COMITO Charlotte A  
**Sent:** Thursday, June 26, 2003 9:37 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Erik Haluzak visit

**Importance:** High

-----Original Message-----

**From:** PATE Patricia  
**Sent:** Tuesday, June 24, 2003 12:04 PM  
**To:** NAITO Terri W; COMITO Charlotte A; SMITH Andy J; BALL John; UHERBELAU Rebecca A; WESSINGER Carol M; KOWALSKI Shelley K  
**Subject:** Erik Haluzak visit  
**Importance:** High

My personal thanks to each of you for taking time to see Erik Haluzak. First, a little about Erik. He has just graduated from OSU with a degree in Political Science. While there, he was active with student government, both at OSU and at a national level, engaged in fundraising and fund allocation work, and was beloved by students, administration, and professors. I have known Erik for years and his entry into OSU as an "older-than-average" student was something I supported and his graduation day was a very happy day for me. I know that you will find him to be delightful.

Erik is contemplating grad school, government, and non-profit work. Your willingness to give him an inside view of government will be invaluable to him. He neither needs nor expects anything in particular, so drag him off to meetings, pass him off to others you think may be of interest, or just put him to work (as I have done myself!).

Erik's schedule is as follows:

**Wednesday, June 25**

Multnomah Building  
Sixth floor, Chair's Office

**9am-noon**

Meeting with Becca and Andy; John will try to meet Erik if his time allows

**Noon-1pm**

Fourth floor  
Lunch with Shelley Kowalski

**Thursday, June 26**

Multnomah Building  
Sixth floor, Commissioner Naito's Office

**8:30am-1pm**

Meeting with Charlotte and assisting with lunchtime event

Again, thank you so much for spending time with Erik.

**Patricia K. Pate**

DCHS Department Director  
Interoffice: B166/700  
421 SW 6th Ave., Suite 700  
Portland, Oregon 97204  
(503) 988-4780

**BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Monday, June 23, 2003 2:01 PM  
**Subject:** Interim Designee for Multnomah County Commissioner District 4, in the event of a vacancy  
**Importance:** High

It was brought to my attention today that Gary Walker no longer lives in Commissioner District 4, so Commissioner Roberts has designated Robert Paine to serve as interim occupant for Commissioner District 4 in the event of a vacancy. The Board is asked to consider a resolution confirming the interim designation by unanimous consent this Thursday inasmuch as it is in the best interest of the County for a qualified interim to be designated as soon as possible and the July 3rd Board meeting is cancelled. I am attaching the e docs of Commissioner Roberts designation letter and the proposed resolution confirming same. Thank you.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

6/24/2003

**Lonnie Roberts**  
Multnomah County Commissioner  
District 4



501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214  
(503) 988-5213 phone  
(503) 988-5262 fax  
Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)  
[www.co.multnomah.or.us/cc/ds4/](http://www.co.multnomah.or.us/cc/ds4/)

June 23, 2003

Deborah L. Bogstad, Board Clerk  
Multnomah County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214-3587

RE: District 4 Interim Designee

In accordance with County Charter Section 4.50(3) and Multnomah County Code Chapter 5.005, I have designated Robert Paine as Interim District 4 Commissioner should I have to leave my office for any reason. As this section states, Robert Paine would take over my position on an interim basis until a new Commissioner is appointed or elected.

Robert Paine lives in District 4 and meets all of the Charter qualifications for appointees to the County Commission. I believe he is highly qualified to serve as an interim Commissioner in the event of a vacancy and would well serve District 4 constituents.

Sincerely,

Lonnie Roberts, Commissioner

cc: Chair Diane Linn  
Commissioner Maria Rojo de Steffey, District 1  
Commissioner Serena Cruz, District 2  
Commissioner Lisa Naito, District 3  
County Attorney Agnes Sowle

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Confirming the Interim Designation for Multnomah County Commissioner District 4, in the Event of a Vacancy

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

- a. Multnomah County Charter 4.50(3) and Multnomah County Code 5.005 require elected officials, in the event of a vacancy, to designate an interim occupant to serve until said vacancy is filled by election or appointment.
- b. MCC 5.005(B)(4) requires that a person designated to fill an elective office on an interim basis must meet the Charter qualifications for appointees of such office.
- c. Multnomah County Charter 4.10(1) requires that an appointee to a County Commissioner position shall have been a qualified elector of the County, and a resident of the County Commissioner district, for a year and a half immediately before becoming such a Commissioner.
- d. In compliance with MCC 5.005(B)(1) and Multnomah County Charter 4.10(1), Multnomah County Commissioner District 4 Lonnie Roberts, designates Robert Paine as interim occupant of that office in the event of a vacancy.

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

1. The Board confirms Robert Paine to serve as interim occupant for Multnomah County Commission District 4 in the event of a vacancy in that office, until the vacancy is filled by election or appointment, as appropriate under the Charter.

ADOPTED this 26th day of June, 2003.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Scott E. Asphaug, Deputy County Attorney



# AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** R-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 04/16/03

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**Requested Date:** June 26, 2003

**Time Requested:** 15-30 minutes

**Department:** Non-Departmental

**Division:** Public Affairs Office

**Contact/s:** Barb Disciascio

**Phone:** 503 988-6800

**Ext.:** 86800

**I/O Address:** 503/600/PAO

**Presenters:** Gina Mattioda, Stephanie Soden Joanne Fuller and Steve Liday

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**Agenda Title:** Legislative Update

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1. **What action are you requesting from the Board? What is the department/agency recommendation?** Board information only.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** Update of action and pending action from the Oregon State Legislature including information on SB 1145.
3. **Explain the fiscal impact (current year and ongoing).** Approximately 30% of Multnomah County's budget is provided through state funds.
4. **Explain any legal and/or policy issues.** No Legal or policy issues are expected.
5. **Explain any citizen and/or other government participation that has or will take place.** N/A

**Required Signatures:**

**Department/Agency Director:** Gina Mattioda

**Date:** June 10, 2003

## **BOGSTAD Deborah L**

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**From:** MATTIODA Gina M  
**Sent:** Monday, June 23, 2003 3:29 PM  
**To:** LINN Diane M; TURNER Kathy G; BELL Iris D; ROJO DE STEFFEY Maria; #ALL DISTRICT 1; CRUZ Serena M; #ALL DISTRICT 2; NAITO Lisa H; #ALL DISTRICT 3; ROBERTS Lonnie J; #ALL DISTRICT 4; BOGSTAD Deborah L  
**Cc:** FREDA-COWIE Robb; FULLER Joanne; DISCIASCIO Barbara A; SODEN Stephanie A  
**Subject:** PAO Legislative Briefing - proposed agenda

PAO is scheduled for a legislative briefing to the BCC on Thursday, June 26; it is our intent to discuss the following items:

Transportation Package  
Public Safety Budgets (Department of Corrections, DA Funding, Public Services  
Defense Commission; Indigent Defense Funding, and Oregon Youth Authority)  
HB 2221B, DUII Assessment Fee  
Update on Distribution of Beer Tax Increase

Discussion from Department of Community Justice on 1145, presented by Joanne Fuller.

Please contact Stephanie (pager 503.921.4617) or me if you have questions.

Gina Mattioda  
Director, Multnomah County Public Affairs Office  
gina.m.mattioda@co.multnomah.or.us  
pager: 503.202.5321

6/23/2003



# 2003 Legislative Agenda



## Board of County Commissioners Legislative Briefing

June 26, 2003

Prepared by the Multnomah County Public Affairs Office

### **DUII Assessment Fee Increase (HB 2221B)**

Senate amendments that would make a person with 2 or more DUII convictions ineligible to serve as a judge on either the Supreme Court, Court of Appeals, Circuit Court, or Tax Court were not approved by the House chamber. A conference committee could be created to address the House and Senate versions. PAO has been in communications with House Transportation Committee staff, who has indicated that House Transportation Chair Alan Brown (R-Newport) is very supportive of the original bill. The PAO will continue to monitor.

### **Beer Tax Increase (HB 2804-3 amendments)**

On Tuesday, June 24, 2003, legislators, local government officials, and community advocates, during a news conference, marked the 26<sup>th</sup> anniversary of the Oregon House of Representatives' vote to adjust the state's beer tax rate for inflation. Legislators included Senator Bill Morrisette (D-Springfield), Representatives Tom Butler (R-Ontario), Jackie Dingfelder (D-Portland), Steve March (D-Portland), and Max Williams (R-Tigard). For the past few months, the sponsors of an increase to beer and wine have been meeting to come to agreement on one piece of legislation; it appears that HB 2804 with the dash 3 amendments has the support of these legislators.

These amendments would increase beer by 7 cents per 12 ounce bottle. Funds from this increase would go toward county public health, state and county prevention, local mental health authority, community mental health programs, state chemical dependency services provided through the Oregon Health Plan or through non-Medicaid county-based services; both of which would be eligible for federal matched funds. In addition, these funds would address county and city law enforcement, such as community corrections, physician holds, enforcement of laws relating to driving under the influence of intoxicants among others. A complete breakdown of these allocations is attached.

### **Transportation Package (HB 2041B)**

After many months of negotiating, the transportation package is moving swiftly. While in the House, the bill was amended to require Multnomah County to distribute the new revenues received in Section 18 of the bill equitably throughout the county. The bill also specifies that a portion of Multnomah County's new revenues be spent on the county's bridges. The PAO has communicated the county's continued support for the package to the Multnomah County legislative delegation. HB 2041B passed the House on a 48-11 vote and received a public hearing in a joint meeting of the Senate Transportation and Economic Development and

Senate Revenue Committees on June 25, 2003. It is expected to be voted on by the Senate early next week.

### **Public Safety Budgets**

Several public safety agencies' budgets have passed out of the Ways and Means Public Safety Subcommittee and include restorations to reductions proposed by the Governor and Ways and Means Co-Chairs. To date, the Legislature has not identified how they will pay for these restorations. The following bills have been approved and passed from the Public Safety Subcommittee to the full Ways and Means Committee.

#### Oregon Youth Authority (OYA) budget (HB 5058):

The OYA budget is at \$245,220,999 for 2003-2005, which reflects an increase over the Governor's Balanced Budget (GBB) recommendation of \$8 million. In 2001-2003, before the special session reductions, the Legislature allocated \$270,086,615 to OYA. Several restorations are made in the 2003-2005 budget from the GBB and Co-Chair's budgets, including reopening of two close custody facilities: one in Burns and one in Warrenton. It also restores \$2.4 million for Multnomah County's Gang Transition Services. A budget note was adopted requiring the county to distribute the gang money equitably throughout the county. The PAO communicated to the committee that the county's Department of Community Justice (DCJ) already does this and could agree to the budget note. Another budget note was proposed that would have distributed the gang money statewide, significantly impacting DCJ's services and budget. This latter budget note was not adopted.

#### Public Defense Services Commission (PDSC) budget (HB 5048):

The PDSC budget, which includes funding for indigent defense, is at \$162,757,325 for 2003-2005. In addition, \$7 million was appropriated to the special purpose fund allocated by the Emergency Board for the purpose of addressing the cases deferred in 2001-2003 (commonly referred to as the "bubble"). This budget is just over what the Governor proposed in the GBB. In 2001-2003, \$171,407,054 was appropriated for these services.

#### District Attorney budget (SB 5516):

SB 5516 provides \$10,331,558 for district attorneys and their deputies. This restores \$1,289,287 in funding for deputy DA salaries that were removed from the GBB and Measure 28. It does not include funding for witness fees.

#### Department of Corrections (DOC) budget (SB 5509):

The 2003-2005 DOC budget is at \$943,823,843 compared to over \$1.2 billion in 2001-2003 before the special sessions. \$30.6 million was restored for community corrections grants to counties that had been removed from the GBB. According to the Legislative Fiscal Office (LFO), this amount was estimated to keep counties from being forced to exercise the opt-out clause. It is not clear how this restoration affects the counties that have already served their opt-out notice to the state.

**Proposed Beer Tax Distribution  
Under HB 2804-3 (7 Cents per 12 oz. Bottle)**

	<u>2003-2005</u>	<u>2005-2007</u>
<b>10% Equal Shares to Local Mental Health Authority:</b>	\$7,886,300	\$11,498,900
<b>23.8% to Match Federal Funds for State Chem. Depend. Med. Ast.:</b>	\$16,892,455	\$24,630,644
<b>7.7% County Law Enforcement:</b>	\$5,465,206	\$7,968,738
<b>7.7% City Law Enforcement:</b>	\$5,465,206	\$7,968,738
<b>7.7% County Public Health:</b>	\$5,465,206	\$7,968,738
<b>7.3% State Prevention:</b>	\$5,181,299	\$7,554,777
<b>7.3% County Prevention:</b>	\$5,181,299	\$7,554,777
<b>38.5% Local Mental Health Authority Per Population:</b>	\$27,326,030	\$39,843,689
<b>Total:</b>	\$78,863,000	\$114,989,000
<b>Federal Funds for State Chem. Depend. Med. Ast.:</b>	\$25,338,682	\$36,945,966
<b>Total (Including Fed. Match):</b>	\$104,201,682	\$151,934,966

**Source:** Association of Oregon Counties, June 20, 2003,  
based on Legislative Revenue Office estimate.  
**Contact:** Philip Bransford, 503-585-8351

# **2003 Oregon Transportation Investment Act (III)**

## **Bridges, local preservation and maintenance, and new modernization**

### **Goals**

- 1. To improve mobility and reduce congestion for Oregon Citizens.*
- 2. To improve safety on Oregon roads and bridges.*
- 3. To preserve Oregon taxpayer investment in transportation systems.*

### **Additional Revenue** [revenue estimates include proportionate truck fee increases]

- \$12 increase in registration fees (\$30 to \$54 paid every two years) (HB 2041) \$ 64.5 million
  - \$25 increase in the title fee (\$30 to \$55) (HB 2041) \$ 34.4 million
  - Various DMV fees (HB2041 and HB2388) \$ 8.3 million
- \$107.2 million

### **Investment**

#### **\$2.5 billion to improve Oregon's highways, roads and streets over the next 10 years.**

- \$1.3 billion in bond proceeds to replace and repair state bridges.
- \$300 million in bond proceeds to replace and repair local bridges.
- \$361 million for county and city maintenance and preservation.
- \$500 million for modernization projects statewide.

**4,750 family-wage jobs in road construction and maintenance sustained annually for next 10 years**

### **Financing & Distribution**

#### **Cracked Bridges - \$1.6 billion**

- \$60 million of additional revenue, plus \$31 million from existing state funds, will finance \$1.3 billion bonded for state owned bridges on critical freight routes throughout the state.
- \$16.5 million of additional revenue, plus \$5 million from existing local bridge program, will finance \$300 million bonded to fix local bridges on critical freight routes throughout Oregon.

### **Maintenance and Preservation**

- \$361 million for city and county road maintenance and preservation - \$18.6 million per year for cities, \$17.5 million per year for counties.

### **Modernization**

- Use Federal Advance Construction and bond half the State Modernization Program (\$25 million annually) to provide additional funds for expansion of the state system [\$100 million for freight mobility and projects that support job creation; \$200 million for projects of statewide significance and federal earmarks; and, \$200 million for other modernization projects.]

### **Additional Objectives**

- Establish priority for freight mobility projects that are located along freight routes of statewide significance, remove barriers to safe and efficient movement of goods and facilitate creation of jobs.
- Enhance support for economic development that creates jobs for Oregonians.
- Provide tax incentives to reduce air pollution from diesel engines.
- Enhance public awareness of measures that make efficient use of transportation facilities.
- Provide additional funding for transportation services that meet the special needs of senior citizens and people with disabilities.

*June 11, 2003*

## State Community Corrections Formula Allocations

		Adopted County Budget	Current Legislative Proposal	
Funding Comparision (FY 01-03 vs. FY 03-05)	2001-2003 Biennium	2003-2005 Exec Budget	2003-2005 Ways & Means	Difference 01-03 to 03-05
State DOC Community Corrections Allocation	194,673,920	152,980,331	183,542,052	-11,131,868
Multnomah County Share (Biennial)	31.3963%	27.5000%	25.6162%	
	61,120,460	42,069,591	47,016,499	-14,103,961

Departmental Comparison (FY 01-03 vs. FY 03-05)	2001-2003 Biennium	2003-2005 Exec Budget	2003-2005 Ways & Means	Difference 01-03 to 03-05
Department of Community Justice	38,319,674	27,366,059	30,583,998	-7,735,676
Sheriff's Office	20,097,572	14,352,714	16,040,431	-4,057,141
LPSCC	491,179	350,776	392,024	-99,155

### Budget Impacts on DCJ:

\* **\$6.3 Million FY 03 Funding Reduction:** In FY 03 (Mid-year rebalance and Measure 28), DCJ lost approximately \$6.3 million in adult community justice services (supervision, sanctions and treatment capacity) due to state community corrections and county general fund reductions.

\* **FY 03 Staff Reductions:** DCJ has lost 66 adult community justice, treatment, administration and support positions in FY 02-03 (Mid-year rebalance and Measure 28) due to state community corrections & county general fund cuts, including 20 parole/probation officer positions.

\* **Formula Change:** Changes in our percentage of the overall statewide community supervision/local control caseload will reduce Multnomah County's share of funds from 31% to 25%. This change would cost the County \$10.6 million over the 03-05 Biennium if the Ways and Means budget is approved. *DCJ's portion of this reduction would be approximately \$6.9 million over the Biennium.*

\* **DCJ FY 04 Community Corrections Funding:** If the Ways and Means budget is adopted, our FY 04 share of state community corrections funding will be approximately \$14.9 million, an approximate \$3.24 reduction from last year's allocation.

## AGENDA PLACEMENT REQUEST

BUD MOD #: 03\_NOND\_06

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 06-26-03  
DEB BOGSTAD, BOARD CLERK

### Board Clerk Use Only:

Meeting Date: June 26, 2003

Agenda Item #: R-2

Est. Start Time: 9:50 AM

Date Submitted: 06/18/03

**Requested Date:** June 26, 2003

**Time Requested:** 10 Minutes

**Department:** Non-Departmental

**Division:** Budget Office

**Contact/s:** Mark Campbell

**Phone:** 503 988-5000

**Ext.:** x24213

**I/O Address:** 503/4

**Presenters:** Mark Campbell

**Agenda Title:** Year-End General Fund Contingency Transfers

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**  
Approve the transfers from General Fund contingency to the Health Department and the Sheriff's Office.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**  
These transfers are requested in order to guard against the possibility that the Health Department and Sheriff's Office will overspend their authorized appropriations in the current fiscal year. Projections indicate that both departments should have some level of savings at year-end but unanticipated events (i.e.; vacation payouts, inmate healthcare expenses) could eliminate those balances.

In both cases there are unrecognized revenues which will offset the additional appropriations. The Sheriff's Office has received revenue through the SCAAP program that is greater than the amount estimated in the budget. The Health Department anticipates the receipt of FPEP (Family Planning Expansion Project) revenue but it may not be credited to the current fiscal year. Current year expenditure estimates assume the availability of these revenues.



**3. Explain the fiscal impact (current year and ongoing).**

This is a one time transfer from General Fund contingency. It is a safeguard against the possibility that departments could exceed their current appropriations. It will ensure that we meet the legal requirements of Oregon Budget Law. If the appropriations are not necessary any unspent balances will revert to the General Fund.

This is being done as a contingency request because we cannot recognize additional revenue without doing a Supplemental Budget. At this point in the year we do not have sufficient time to complete that process.

There is no change to the General Fund "bottom line" as a result of these transfers. The Board may recall from its June 4th briefing that the Budget Office assumed department spending at 100% of appropriations. It was further assumed, in developing the BWC estimate for FY 03-04, that the entire General Fund contingency would be spent. If these transfers are approved there will be a balance of approximately \$500,000 in the contingency account.

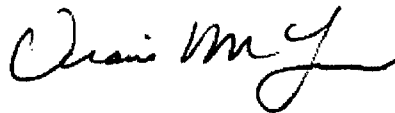
**4. Explain any legal and/or policy issues.**

N/A

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

**Required Signatures:**



**Department/Agency Director:**

**Date: June 18, 2003**

**Budget Analyst**

**By:**

*Mark Campbell*

**Date: June 18, 2003**

**Dept/Countywide HR**

**By:**

**Date:**

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

6/26/2003

(Date)

DEPARTMENT: NondepartmentalDIVISION: Budget OfficeCONTACT: Mark CampbellPHONE: x24213\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Mark CampbellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)**Year-End General Fund Contingency Transfers to Health Department and Sheriff's Office**

## 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?]

**[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

**This budget modification transfers \$400,000 from the General Fund contingency account to the Health Department (\$250,000) and the Sheriff's Office (\$150,000). These transfers are being made to guard against the possibility that the departments will exceed their authorized appropriations. Both departments estimate that they will have savings at the end of the year but this action will ensure that we do not incur a violation of Oregon Budget Law.**

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

**TOTAL**

## 4. CONTINGENCY STATUS [To Be Completed by Budget]

General Fund Contingency BEFORE THIS MODIFICATION AS OF 6/18/2003 \$908,562  
 (Specify Fund) AFTER THIS MODIFICATION: \$508,562

Originated By:	Date:	Department Director:	Date:
Budget Office	6/18/2003		
Plan / Budget Analyst:	Date:	Employee Services:	Date:
Board Approval:	Date:		

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	19	1000		9500001000		60470	908,562	658,562	(250,000)		GF Contingency
2	40-90	1000		409001		60240	61,398	311,398	250,000		
3	19	1000		9500001000		60470	658,562	508,562	(150,000)		GF Contingency
4	60-30	1000		604000		60240	698,444	848,444	150,000		
5								0			
6								0			
7								0			
8								0			
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29								0			
								0	0	0	Total - Page 1
								0	0	0	GRAND TOTAL

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** R-3

**Est. Start Time:** 10:00 AM

**Date Submitted:** 05/27/03

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**Requested Date:** June 26, 2003

**Time Requested:** 5 mins

**Department:** Dept. of Community Justice

**Division:** Juvenile

**Contact/s:** Robb Freda-Cowie

**Phone:** 503 988-5820

**Ext.:** 85820

**I/O Address:** 503/250

**Presenters:** Scott Keir and Benjamin Chambers

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**Agenda Title:** Notice of Intent for Approval to Submit a Proposal to Robert Wood Johnson Foundation (RWJF) for Funding an Evaluation Study

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** We are requesting approval of our Notice of Intent (NOI) to submit a proposal to RWJF for funding of a research design to evaluate the Multnomah Embrace initiative. "Multnomah Embrace" is the name of the local Reclaiming Futures initiative. Reclaiming Futures is a five-year initiative funded by the Robert Wood Johnson Foundation to help teens in the justice system overcome drugs and crime.
  - 2. Please provide sufficient background information for the Board and the public to understand this issue.** RWJF will be awarding funding to seven out of the ten Reclaiming Futures sites (of which Multnomah County is one) to conduct a local evaluation of the impact of their initiatives on youth with substance abuse treatment needs.
  - 3. Explain the fiscal impact (current year and ongoing).** The amount of the grant is up to \$500,000 over three years. When and if the grant is awarded to DCJ, the Research and

Evaluation Unit will hire an R&E Analyst 2 who will lead the study. We will also hire a part-time R&E Analyst 1 to assist the lead researcher by collecting the hard copy information and then entering it into the computer for analysis.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?** Robert Wood Johnson Foundation
- ❖ **Specify grant requirements and goals.** Funding for evaluation and the design of a research study to look at the impact of the 'Reclaiming Futures' Initiative.
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** The grant commitment is for a three-year period starting in November, 2003 and lasting until November, 2006.
- ❖ **What are the estimated filing timelines?** Proposal is due by 5:00 on July 1, 2003.
- ❖ **If a grant, what period does the grant cover?** Funding should begin in November, 2003 and last until November, 2006.
- ❖ **When the grant expires, what are funding plans?** Study will be completed by that time.

- ❖ **How will the county indirect and departmental overhead costs be covered?** The granting agency allows indirect costs up to 9%. The Departmental and Central indirect cost rate of 7.26% will be charged to the grantor.

4. **Explain any legal and/or policy issues.** We will need to get consent from youth whose files will be accessed for information on their treatment successes and failures and on their referrals to other treatment services. We will need to include safeguards to ensure that sensitive, individually-identifiable data is only seen by research staff. To do this, we may have to obtain Human Subjects Review approval.
5. **Explain any citizen and/or other government participation that has or will take place.** None beyond DCJ's and the providers of the services to the youth of interest.

**Required Signatures:**

Department/Agency Director: Joanne Fuller Date: 05/27/03

Budget Analyst

By: Christian Yeager Date: 05/27/03

Dept/Countywide HR

By: Colette Umbras Date: 05/27/03

# reclaiming futures

Communities Helping Teens Overcome Drugs, Alcohol and Crime







**RECLAIMING FUTURES**  
MULTNOMAH EMBRACE

Communities helping teens  
overcome drugs, alcohol and crime

**BENJAMIN CHAMBERS**  
Systems Change Manager

1401 NE 68th Avenue  
Portland, OR 97213-4957  
T (503) 988.4516  
F (503) 988.3218  
benjamin.s.chambers@  
co.multnomah.or.us

[www.reclaimingfutures.org](http://www.reclaimingfutures.org)

Reclaiming Futures is a new approach to helping teenagers who are caught in the cycle of drugs, alcohol and crime.

The mission of Reclaiming Futures, a five-year, \$21 million initiative of The Robert Wood Johnson Foundation, is to promote new opportunities and standards of care in juvenile justice.





**RECLAIMING FUTURES**  
**MULTNOMAH EMBRACE**

Communities helping teens  
overcome drugs, alcohol and crime

**about us**

**Who we are:** Reclaiming Futures Multnomah Embrace in Portland, Oregon is one of 10 projects funded by The Robert Wood Johnson Foundation to create new approaches to helping youth involved with drugs, alcohol, and crime. We are partnering with more than 39 organizations, agencies, and community groups made up of people who treat substance abuse, work in the courts and juvenile probation, or are active in their community. Together, we hope to meet the urgent needs of these young people in our juvenile justice system.

**Why this is needed:** Multnomah County is home to 64,000 youth between the ages of 10-17. The number of these teens who were arrested in Multnomah County and also tested positive for drugs quadrupled from 12 percent in 1992 to a record level of 53 percent in 2000. A 1999 survey revealed that 34 percent of youth on probation in Multnomah County used alcohol or drugs three or more times per week, and 23 percent used them daily.

**What we're doing:** At Reclaiming Futures Multnomah Embrace, we are working to improve the quality of alcohol and drug treatment services available to youth in our justice system. We plan to do the following to help more than 120 young people annually in our area:

- Divert teenagers who would normally receive probation for felony drug charges to an intensive program designed to help them complete treatment instead
- Conduct a detailed evaluation to reveal the biological, sociological, and psychological factors that may be contributing to their substance abuse problem
- Have youth of color, who are on probation and at high-risk of committing further crimes, work with their family, community members, treatment specialists, a probation officer, and social service providers on a success plan that includes culturally appropriate treatment

**Our core partners**

Asian Family Center/Immigrant and Refugee Community Organization	Oregon Council for Hispanic Achievement
Donald E. Long School	Oregon Youth Authority
Metropolitan Public Defenders	Portland Area Alcohol and Drug Manager's Association
Multnomah County Department of Community Justice	Portland House of Umoja
Multnomah County District Attorney	Portland Police Bureau
Multnomah County Human Services	Portland Public Schools
Multnomah Educational Service District	Self-Enhancement, Inc.
	State of Oregon Judiciary

**How you can get involved:** Contact our project director Benjamin Chambers at (503) 988-4516 or at Multnomah County Juvenile Community Justice at 1401 N.E. 68th Ave. Portland, OR 97213. You can also email him at [benjamin.s.chambers@co.multnomah.or.us](mailto:benjamin.s.chambers@co.multnomah.or.us).



**RECLAIMING FUTURES**  
MULTNOMAH EMBRACE

Communities helping teens  
overcome drugs, alcohol and crime

**our team**

**Benjamin Chambers, project director**

For more than 10 years, Benjamin Chambers has written grants to obtain funding for programs he was passionate about. So writing the proposal to The Robert Wood Johnson Foundation to obtain the grant for Reclaiming Futures Multnomah Embrace came naturally to him. Now serving as the project director, he is planning and coordinating this program. Prior, Benjamin was a senior program development specialist for Multnomah County's Department of Community Justice where he coordinated the development of the Juvenile Treatment Court, a 15-bed residential alcohol and drug unit, and the County's second adult drug court called Clean Court.

**Elizabeth Welch, judicial fellow**

Multnomah County Circuit Court Judge Elizabeth Welch has practiced law for more than 20 years. A graduate of University of Chicago Law School, she became a family court judge in 1989 and the chief family court judge four years later. Judge Welch has served as deputy district attorney in juvenile court and as an assistant attorney in city government in Portland. She was also in the private practice of family law. Judge Welch is an author, editor, and frequent speaker on the topics of family, juvenile and probate law. She has served on numerous boards, commissions, committees and task forces, including Oregon Law Institute, Juvenile Justice Council, and Family Law Advisory Committee of Multnomah County.

**Julie Dodge, M.S.W., treatment fellow**

Julie Dodge's 17-year career has been spent in youth prevention and addiction services, and as a teacher of prevention, addiction, and social work courses. Julie currently is the service director for Prevention and Youth Addiction Services at Tualatin Valley Centers, the largest provider of youth addiction services in the Portland area. Prior to this, she was involved in violence, juvenile crime, and substance abuse prevention through various initiatives in Southern California. Julie has taught courses on addiction and social services at Concordia University, Lewis and Clark College, and Portland Community College.

**David Koch, juvenile justice fellow**

David Koch's current position as the assistant director for Juvenile Community Justice in Multnomah County caps his 25-year history in community corrections. While much of his career was spent within adult corrections, his current position puts him in charge of the 192-bed juvenile facility. David has managed a number of corrections agencies in Oregon and previously served as the president of the Oregon Association of Community Corrections Directors.

**Jackie Miller, community fellow**

Jackie Miller knew she wanted to be a part of Reclaiming Futures Multnomah Embrace from the moment she heard about it. At the time, Jackie was volunteering at the Portland House of Umoja, a group home for teen boys. This followed a rough period in Jackie's life when police took her three children away from her because of her drug addiction. Jackie has now been clean and sober for 11 years, she has her children back, and she works as a qualified mental health assistant at Mental Health Partners, Inc., a non-profit home that cares for mentally ill patients.

# about us

## WHO WE ARE

Reclaiming Futures is a new approach to helping teens caught in the cycle of drugs, alcohol, and crime. We are bringing together courts, police, detention facilities, treatment counselors, businesses, schools, families, and others to reinvent how communities work with these young people.

## WHY THIS IS NEEDED

America's juvenile justice system faces a public health crisis. As many as four in five teens in trouble with the law are abusing drugs and alcohol. Yet, many teens in our nation's juvenile justice system—some experts estimate the figure is as high as 80 percent—receive no treatment for the problem that helped put them there. Research shows that treating substance abuse reduces crime, saves money, and builds safer communities. Doing nothing returns them to a life that often leads them back into trouble with the law.

## HOW WE GOT STARTED

Reclaiming Futures is a five-year \$21 million initiative created in response to the "treatment gap" in the juvenile justice system. Reclaiming Futures invited people in the courts, law enforcement, the substance abuse treatment field, and other related areas to propose local projects that promote new opportunities and standards of care in juvenile justice. In 2001, The Robert Wood Johnson Foundation and Reclaiming Futures chose a small group of communities to create these pilots and gave each location five years to design and implement a program.

## OUR GOALS

Reclaiming Futures has three broad goals: reduce drug and alcohol abuse by teenagers in the juvenile justice system; improve public safety, reduce corrections costs and increase accountability among young people; and engage communities and inform the public dialogue.

## WHERE WE ARE LOCATED

The national office of Reclaiming Futures is based at the Graduate School of Social Work at Portland State University. The 10 pilot projects are in the following places: Anchorage, Alaska; Chicago, Illinois; Dayton, Ohio; southeastern Kentucky; Marquette, Michigan; Portland, Oregon; Rosebud, South Dakota; the state of New Hampshire; Santa Cruz, California; and, Seattle, Washington.

## WHAT WE ARE DOING

The national office is working with the 10 sites as they develop their programs to accomplish the following:

- Reform their juvenile justice system so that teens receive the treatment services they need
- Create a web of services that helps teens succeed outside the juvenile justice system
- Build safer communities

In addition to making grants of \$1.25 million to each of the 10 pilot projects, Reclaiming Futures provides technical assistance to other communities, sponsors national leadership programs, and conducts communications and research.

## ABOUT THE ROBERT WOOD JOHNSON FOUNDATION

The Robert Wood Johnson Foundation was established as a national philanthropy in 1972 and today is the largest U.S. foundation devoted to health and health care. Its mission is to improve the health and health care of all Americans, concentrating efforts in four areas: assuring that all Americans have access to basic health care at reasonable cost; improving care and support for people with chronic health conditions; promoting healthy communities and lifestyles; and reducing the personal, social and economic harm caused by abuse of tobacco, alcohol, and illicit drugs.

# the problem

## TEENS IN TROUBLE

There's no denying the correlation between teens, drugs, alcohol and crime. There are more than two million teens in the juvenile justice system, and as many as four out of five of them have drug or alcohol problems. In fact, the incarceration rate for young people ages 10 to 18 for drug-related crimes has skyrocketed 291 percent in the last decade.

"It's easier to get a beer than it is to get help."

— Response by a teen in Portland, Oregon when asked how he would turn his life around and solve his substance abuse problem.

## THE PROBLEM GOES FURTHER

These teens in trouble often suffer from additional problems. The National Center for Mental Health and Juvenile Justice estimates that four out of five teens in contact with the juvenile justice system have diagnosable mental health disorders. At least one out of every five has a serious emotional disturbance that interferes with their ability to function on a day-to-day basis, and often this is coupled with a substance use disorder.

## LACK OF TREATMENT

Clearly, these are young people in need of help. Yet many go without treatment. For example, statistics show nearly two out of three teens in the juvenile correctional facilities receive no treatment for their drug or alcohol problems. Experts estimate as many as 80 percent of teens in the juvenile justice system don't have access to substance abuse treatment programs.

## WHO ARE THESE KIDS?

Ages 10-18, these young people come from many walks of life, are disproportionately from low-income areas and communities of color, and often have other problems besides drug or alcohol abuse, such as coming from abusive or neglectful families.

## WHY DOESN'T THE CURRENT SYSTEM WORK?

Even when substance abuse treatment and mental health services exist, they may not be coordinated. This lack of cooperation among service providers often leaves kids with fragmented services that aren't as effective as possible. Research shows that teens who receive coordinated comprehensive services are more likely to stay out of trouble and abstain from drug and alcohol use.

## THE TREATMENT IS WORTH THE COST

Right now, putting a young person in jail costs about \$40,000 each year. But giving the teen treatment for drugs or alcohol abuse can cost as little as \$3,000. That's one-thirteenth the cost of keeping repeat offenders in jail. In California, the state is saving seven dollars every time it invests one dollar in substance-abuse treatment.

It's time to help these teens overcome substance abuse by creating and coordinating all the services they need. It will help reduce crime, it will save all of us money, and it will make communities safer.

"Allowing one youth to leave high school for a life of crime and drug abuse costs society between \$1.7 and \$2.3 million. It's time we make the right choice and help these teens in need: one kid, one future, one community at a time."

— Kate Kraft, senior program officer,  
The Robert Wood Johnson Foundation

# the solution

## **MORE TREATMENT**

We know incarceration alone does not solve the problem of drugs, alcohol and crime among teenagers. First-time offenders are more likely to commit another crime if they do not receive treatment for their substance abuse. What does work is treatment. Yet many teens in our nation's juvenile justice system—some experts estimate the figure is as high as 80 percent—receive no treatment for drug and alcohol abuse at all.

## **BETTER TREATMENT**

To be effective, substance abuse treatment for young people must involve families and address cultural and gender issues. It must also take advantage of the wealth of new evidence-based practices.

## **MORE THAN TREATMENT**

In order to break this cycle of crime by teens using alcohol and drugs, The Robert Wood Johnson Foundation has provided resources to 10 communities to create a unique program that will work in their area. Each local project will involve the courts, police, detention facilities, businesses, schools, faith-based organizations and families in a network of support for the young person.

## **THREE STEPS AT A TIME**

While the programs in all 10 communities will differ according to individual needs, they will all embody three important elements:

- Designing a system of care that coordinates social services
- Involving the community in creating new opportunities for teens
- Improving treatment services for drug and alcohol use

This should enable each community to identify substance-abuse problems as early as possible, match individual kids with appropriate and culturally relevant treatment options, mobilize a range of positive influences within the young people's lives, and deliver care and treatment through a coalition of service providers working under the guidance of a local court.

## **CAN THIS REALLY WORK?**

Reclaiming Futures recognizes that the solutions to overcoming drugs, alcohol and crime among youth are as complex as the problems. However, a lot has been learned about treating substance abuse over the past decade.

Recent studies show effective drug and alcohol treatment requires a "network" of community support for the young person's success in the community. Teens with substance-abuse issues who receive care through this network fare much better than those not receiving it. After 12 months, less than half as many of these youth are back in confinement and more than twice as many are abstaining from subsequent drug and alcohol use. This translates into less crime, saved money and safer communities.

## **EVALUATION**

Reclaiming Futures will assess every step taken by its 10 different projects. Each grantee site will be evaluated in the following areas:

- Behavior of youth in the justice system
- Level of public safety in the community
- Development of a supportive environment that embraces the life of each recovering youth as a valuable resource for everyone's future

At the end of five years, The Robert Wood Johnson Foundation will take the findings from the 10 projects and create model solutions for other communities across the nation.

"We are creating unique solutions to a common problem. The 10 Reclaiming Futures sites are designing customized programs that help teens give back to their communities."

— Laura Burney Nissen, Ph.D., director, Reclaiming Futures

# the 10 projects

## **ANCHORAGE, ALASKA**

Reclaiming Futures Anchorage, Alaska will serve teenagers who are arrested two or more times and who have a delinquency petition filed in the juvenile court. Teens will receive an assessment for substance abuse and an immediate referral for treatment. A multi-disciplinary team made up of agency representatives, a case manager and a mentor will oversee each case, and a local court will monitor the youths' progress.

## **CHICAGO, ILLINOIS**

Reclaiming Futures Cook County will develop services to provide treatment for 350 teens per year from the Lawndale area, a predominantly African-American community within Chicago that has been identified as lacking substance abuse services for youth in trouble with the law.

## **DAYTON, OHIO**

Reclaiming Futures Montgomery County, Ohio, will work to pair 500 first-time and repeat offenders and 50 high-need youth who have been jailed on drug-related crimes with "natural helpers" in the community. The teen and a natural helper will work with family members, probation officers, treatment providers, and others to plan a positive program for ongoing treatment and mentoring.

## **MARQUETTE, MICHIGAN**

Reclaiming Futures Project W.E.A.V.E. will help 50 to 60 youth annually who are first-time and repeat offenders, and who are in diversion. This project will place special emphasis on kids with concurrent mental health and substance-abuse problems. It will implement screening and assessment programs for these youth, as well as place them into innovative substance abuse treatment programs.

## **PORTLAND, OREGON**

Reclaiming Futures Multnomah Embrace will work with 120 youth annually to divert their sentencing from felony punishments to treatment projects, emphasize relationships with positive role models already in the kids' lives, and link them with activities that will keep them off drugs and alcohol.

## **ROSEBUD, SOUTH DAKOTA**

Reclaiming Futures Oyate Teca Owicakiya "Helping Young People" is located on the Rosebud Reservation in south-central South Dakota. This project will connect coalitions and tribal organizations under a common operating procedure to provide case management and treatment for 40 youth each year assigned to Children's Court, while helping these youth, their families, and the community draw upon the strengths of Lakota culture and traditions for a healthier future.

## **SANTA CRUZ, CALIFORNIA**

Reclaiming Futures Santa Cruz County will serve 50 youth annually who are in residential treatment and transitioning back into the community, or who require intensive supervision and intervention. Emphasis will be placed on helping these young people and their families develop connections to people and activities within their communities that will support them in defining and achieving their goals.

## **SEATTLE, WASHINGTON**

Reclaiming Futures Seattle-King County will provide treatment to 100 young people and their families per year, including teenagers returning from long-term confinement, and 50 percent being children of color. It will feature graduation ceremonies where kids being released from probation or parole are honored for their efforts as they return to the community.

## **SOUTHEASTERN KENTUCKY**

Reclaiming Futures In The Mountains of Kentucky will work with four counties in its area to develop a community-wide plan of resources and treatment alternatives for 50 youth in the justice system each year who are at-risk or abusing substances. Unlike other projects, this one is an actual treatment provider as well.

## **STATE OF NEW HAMPSHIRE**

Reclaiming Futures New Hampshire will work in two communities, one rural and one urban, to serve 100 youth per year who have been charged with drug or alcohol-related offenses. This project will place particular emphasis on strengthening the relationship between the local courts and the communities they work with to help troubled youth.

## our team

### **LAURA BURNEY NISSEN, PH.D.**

#### *Director*

Laura Nissen has spent 16 years working with youth in the treatment and juvenile justice arenas. Laura founded the Center for High-Risk Youth Studies at the Metropolitan State College of Denver, launching a new generation of youth workers with a vision of hope and passion towards youth services careers. She was a member of the founding team of the Denver Juvenile Justice Integrated Treatment Network, a pioneer of some of the ideas now promoted by Reclaiming Futures. Laura has been a consultant and presenter for federal and state organizations on how to create youth services which are developmentally, culturally and gender-relevant. In addition to being the director of Reclaiming Futures, she is an associate professor of social work at Portland State University's Graduate School of Social Work.

### **BRIDGETT E. JONES, J.D.**

#### *Co-Deputy Director*

Bridgett Jones has spent her life working as a zealous advocate for children. An attorney at law, she specializes in the area of juvenile criminal defense. Bridget was a co-founder of the Santa Clara County Juvenile Treatment Court and a steering committee member of the Santa Clara Restorative Justice Project in Santa Clara, California. She has consulted and presented for federal and state organizations on a variety of subjects including public defenders in drug court, cultural competency and restorative justice. Bridget was featured in the ABC Nightline "Kids In Court" series. In 1998, she was awarded the American Bar Association Livingston Hall Award for outstanding advocacy in juvenile justice.

### **ELLEEN DECK, M.ED.**

#### *Co-Deputy Director*

Elleen Deck has more than 30 years' experience working with kids or programs to help them. She began her career as a teacher and later moved into administration for special education. Following that, Elleen worked from coast to coast at programs such as The Robert Wood

Johnson Foundation's Mental Health Service Programs for Youth, the Center for Mental Health Services, and the Safe Schools/Healthy Students program. Elleen oversees the Reclaiming Futures training and technical assistance program.

### **MAC PRICHARD**

#### *Communications Director*

Mac Prichard has more than 20 years of experience in public affairs at the local, state and national levels. Before joining Reclaiming Futures in 2001, Mac served as a spokesman for Oregon's largest public agency, the Department of Human Services. He also has worked as a speechwriter and deputy legislative director for former Oregon governor, John Kitzhaber, as a communications manager for several state and local governments, and as a policy analyst for non-profit organizations in Massachusetts and Washington, D.C. Mac is a graduate of the University of Iowa and the Kennedy School of Government at Harvard University.

### **DAN MERRIGAN, ED.D., M.P.H.**

#### *Leadership Consultant*

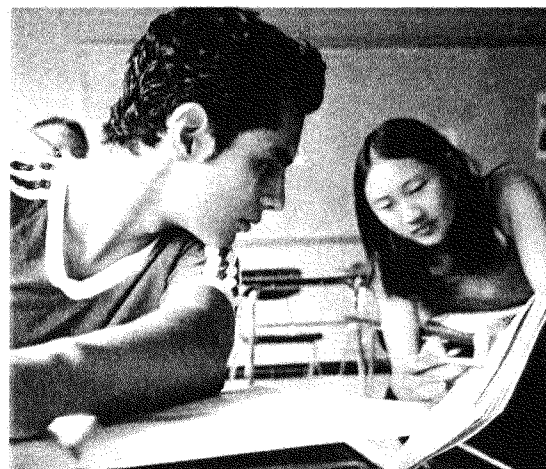
Dan Merrigan is the Associate Dean for Practice at the Boston University School of Public Health. He is also an associate professor in the Department of Social and Behavioral Sciences. Dan currently serves as director for both the New England Alliance for the Public Health Workforce Development and the Massachusetts Regional Public Health Leadership Forum. He has been engaged in numerous research, education, training and leadership facilitation initiatives for the past 30 years, including another Robert Wood Johnson Foundation program, the Join Together National Leadership Fellowship. He was also a Jesuit priest for 20 years.





## The goals of Reclaiming Futures

1. Reduce drug and alcohol abuse by teenagers in the juvenile justice system
2. Improve public safety, reduce corrections costs, and increase accountability among young people
3. Engage communities to reclaim teenagers and inform the public dialogue





**RECLAIMING FUTURES**

Communities helping teens  
overcome drugs, alcohol and crime

**Reclaiming Futures National Program Office**  
Graduate School of Social Work  
Portland State University  
[www.reclaimingfutures.org](http://www.reclaimingfutures.org)

**The Robert Wood Johnson Foundation**  
[www.rwjf.org](http://www.rwjf.org)

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** R-4

**Est. Start Time:** 10:05 AM

**Date Submitted:** 06/10/03

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**Requested Date:** June 26, 2003

**Time Requested:** 5 Minutes

**Department:** Business and Community Services

**Division:** Land Use & Transportation

**Contact/s:** Susan Muir

**Phone:** 503-988-3043

**Ext.:** 83182

**I/O Address:** 455/116

**Presenters:** Susan Muir

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**Agenda Title:** First Reading and Possible Adoption of an Ordinance Amending County Land Use Code, Plans And Maps To Adopt Troutdale's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

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1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt the ordinance as recommended by the Troutdale Citizens Advisory Committee, the Troutdale Planning Commission and Troutdale City Council.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** On December 19, 2002 the Board adopted Ordinance 1004 adopting, in summary, the Troutdale Comprehensive Plan and zoning ordinance. The County and the City of Troutdale have been engaged in agreements enabling the City of Troutdale to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale. Since the adoption of Ordinance 1004, the attached ordinance has been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement to keep the code up to date. Multnomah County and

the City of Troutdale entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on July 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

3. **Explain the fiscal impact (current year and ongoing).** NA
4. **Explain any legal and/or policy issues.** State law requires a notice be placed in a newspaper of general circulation 10 days prior to the BCC hearing (6/16/03). We request adoption of this ordinance by emergency to coincide with the City of Troutdale adoption date as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.
5. **Explain any citizen and/or other government participation that has or will take place.** The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

**Required Signatures:**



**Department/Agency Director:**

**Date: 06/10/03**

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance Amending County Land Use Code, Plans and Maps To Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

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

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Troutdale Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1004 (12/19/2002).
- f. Since the adoption of Ordinance 1004, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 1013**

Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

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

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Troutdale Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1004 (12/19/2002).
- f. Since the adoption of Ordinance 1004, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibit 1. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

**Multnomah County Ordains as follows:**

**Section 1.** The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps, and land use code chapters are amended to include the City land use code, plan, guideline and map amendments, attached as Exhibit 1 and effective on the same date as the respective Troutdale ordinance:

<b>Exhibit No.</b>	<b>Ordinance</b>	<b>Effective Date</b>
1	Ordinance Amending Chapters 3,4,5 & 9 of the Troutdale Development Code (City Ord. 731)	6/26/2003

**Section 2.** In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

**Section 3.** In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

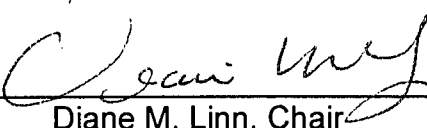
**Section 4.** Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Troutdale Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Troutdale Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

**Section 5.** An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: June 26, 2003



BOARD OF COUNTY COMMISSIONERS,  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney

#### **EXHIBIT LIST FOR ORDINANCE**

- (1) Ordinance Amending Chapters 3, 4, 5 & 9 of the Troutdale Development Code (City Ord. 731) to bring about consistency within the code.
- (2) Attachment A – Troutdale Development Code Chapters 3, 4, 5 & 9

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website ([www.co.multnomah.or.us/cc/WeeklyAgendaPacket/](http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/)). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-ROM from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.



## **ORDINANCE NO. 731**

### **AN ORDINANCE AMENDING CHAPTERS 3, 4, 5 AND 9 OF THE TROUTDALE DEVELOPMENT CODE (TEXT AMENDMENT NO. 33)**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The Troutdale Citizens Advisory Committee reviewed these proposed amendments at their March and April 2003 meetings and forwarded them to the Planning Commission for approval. The Planning Commission held a public hearing on April 16, 2003 and has recommended that the City Council adopt the proposed amendments to the Troutdale Development Code.
2. These proposed TDC amendments cover a variety of topics. Most are merely housekeeping amendments to bring about consistency within the Code as a result of amendments adopted in April 2002 related to multi-family design standards. The proposed amendments generally pertain to the following:
  - R-20, R-10 and R-7 single-family residential districts
  - Central Business District and Mixed-Office/Housing District
  - Congregate Housing Overlay District
  - Accessory structures
  - Home occupations
  - Stormwater management
  - Off-street parking
3. Amendments to the R-20, R-10 and R-7 districts are needed to clean up terminology under the permitted and conditional uses for consistency with other chapters in the Code.
4. Amendments to the CBD and the MO/H districts are needed to provide consistency and correct identified shortcomings with certain provisions of these zoning districts.
5. The section from the congregate housing overlay district that lists the zones in which this use is allowed is redundant and should be eliminated because the respective zones already accomplish this purpose.
6. Amending the accessory structure provisions of the code to indicate that a building permit is required for structures exceeding 200 square feet in size is needed for consistency with the building code.
7. Eliminating the standard that home occupations can only be conducted as a supplementary source of family income, not as the principal income source, recognizes the reality of the role that many home occupations play in today's economy.

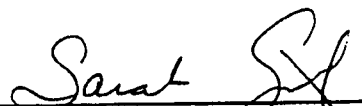
8. Clarifying the purpose and applicability of stormwater management regulations gives the public a better understanding of what kind of development is subject to these standards and makes it easier for city staff to administer the regulations.
9. More flexible parking standards to allow permeable paving materials and to permit temporary overflow parking on unpaved surfaces in some circumstances will help reduce stormwater runoff and help protect water quality.
10. These amendments satisfy public need by bringing clarity and consistency to the Development Code, thereby making it easier for the public to understand and easier for city staff to implement.
11. The minor housekeeping changes encompassed in these proposed amendments will be a positive contribution to the public health, safety and welfare.
12. These amendments do not conflict with any goals or policies from the Troutdale Comprehensive Plan because they are merely housekeeping in nature to maintain consistency and clarity throughout the Development Code. For the same reason, the amendments are consistent with the Metro Urban Growth Management Functional Plan.
13. Notice of the public hearing has been provided in accordance with applicable law.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
TROUTDALE**

The Troutdale Development Code is hereby amended to read as shown in Attachment A.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalkofer, Mayor  
Dated: 5-30-03

  
Sarah Grelf, Office Support Specialist  
Adopted: 5-27-03

## CHAPTER 3 - ZONING DISTRICTS

### 3.010 SINGLE-FAMILY RESIDENTIAL

R-20

3.011 Purpose. This district is intended primarily for single-family detached dwellings at the lowest development density provided for in this code. Such density is considered appropriate in areas developed at this density level or lower, and where natural features such as slope, flood plain, soil condition, etc., make these areas difficult to serve or inefficient to develop at higher densities. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. ]

3.012 Permitted Uses. The following uses and their accessory uses are permitted in the R-20 district:

- A. Single-family detached dwellings.
- B. Accessory residential units subject to the provisions of chapter 5.1000, Accessory Residential Units, of this code.
- C. Residential homes (ORS 197.660[2]; ORS 443.400-443.825).
- D. Parks and playgrounds.
- E. Livestock, poultry, small animals, greenhouses, and nurseries as accessory uses, provided no retail or wholesale business sales office is maintained on a lot of less than two acres, and provided no poultry or livestock, other than household pets, shall be housed within 100 feet of any residence other than a dwelling on the same lot.
- F. Utility facilities, minor.
- G. Bed and breakfast inns subject to the provisions of chapter 5.500, Bed and Breakfast Inn, of this code.
- H. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. 653, ef. 9/12/97; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]

3.013 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the R-20 district:

- A. Community service uses.
- B. Day care centers in association with an established community service use.
- C. Guest or parental residence and servant's quarters.

D. Utility facilities, major.

E. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 653, ef. 9/12/97]

3.014 Lot Size, Dimensional, and Density Standards.

A. Lot Size, Width, Depth, and Frontage.

1. Minimum lot size: 20,000 square feet per dwelling unit.
2. Minimum lot width: 70 feet, and 70 feet at the front setback line.
3. Minimum lot depth: 100 feet.
4. Minimum lot frontage: 20 feet.

B. Setbacks.

1. Front yard setback: Minimum of 30 feet.
2. Side yard and street side yard setback: Minimum of ten feet.
3. Rear yard setback: Minimum of 25 feet.
4. Projections into setbacks: See chapter 5.020, Exceptions to Yard Requirements, of this code.
5. Accessory structures in setback areas: See chapter 5.010, Accessory Structures in Required Yards, of this code.

C. Height Limitation. No structure shall exceed 35 feet in height.

D. Minimum Density. Residential development is required to be built at 80% or more of the maximum number of dwelling units per net acre. For purposes of this standard, in computing the maximum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number. For computing the minimum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number.

[Example: Computing maximum and minimum dwelling units for a 50,000 square foot parcel:

- Allowed density is 1 dwelling per 20,000 square feet.
- A 50,000 square foot parcel yields 2.5 dwelling units; round down to 2 dwelling units for maximum number of units.
- Eighty percent minimum density is 0.8x2 which yields 1.6 dwelling units; rounded down to 1 dwelling unit for minimum number of units.] [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]

3.015 Additional Requirements.

- A. Design review and landscaping is required for all uses except single-family detached dwellings.
- B. All lots in this district shall have frontage or approved access to public streets, public water, and public sewer before construction shall be permitted.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. Single-family detached dwellings are allowed when the proposal is consistent with the following standards:
  - 1. All applicable standards of this district.
  - 2. Department of Environmental Quality-approved water supply systems.
  - 3. Department of Environmental Quality-approved individual subsurface sewage disposal systems.
- E. All single-family detached dwellings shall utilize at least six of the following design features:
  - 1. Dormers.
  - 2. Recessed entries.
  - 3. Cupolas.
  - 4. Bay or bow windows.
  - 5. Window shutters.
  - 6. Offsets on building face or roof (minimum 12").
  - 7. Gables.
  - 8. Covered porch entry.
  - 9. Pillars or posts.
  - 10. Eaves (minimum 6").

11. Tile, shake, or architectural composition roofing.

12. Horizontal lap siding.

F. Manufactured homes shall comply with the following standards:

1. Be multi-sectional and enclose a space of not less than 1,000 square feet.
2. Foundations for manufactured homes shall comply with current Oregon Administrative Rules regulations. Homes shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not less than eight inches nor more than 12 inches above grade. If the manufactured home is placed on a basement, the 12-inch limitation shall not apply.
3. The manufactured home shall have a pitched roof. The minimum slope shall be not less than a nominal three feet in height for each 12 feet in width.
4. The manufactured home shall have exterior siding and roofing which in color, material, and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community, or which is comparable to the predominant materials used on surrounding dwellings as determined by the Director.
5. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required for single-family dwellings constructed under the state code as defined in ORS 455.010.
6. The manufactured dwelling shall have a garage constructed of like materials, where such is consistent with the predominant construction of immediately surrounding dwellings.
7. The towing tongue, axles, wheels, and traveling lights shall be removed from the manufactured home when installed or within 30 days of delivery to site.
8. The manufactured home shall not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts, or a structure designated Community Resource (CR), by the City.

9. The manufactured home shall be connected to the City's public water supply and public sewer, or as authorized under subsections (D)(2) and (3) of this section.
10. If the manufactured home is removed from its foundation, the owner shall either replace the manufactured home with another approved manufactured home, or remove the foundation, manufactured home accessory structures, and other structures on the property and disconnect sewer, water, and other utilities within 30 days. If the owner fails to perform the work within 30 days, the City may make the removal and disconnection and place a lien against the property for the cost of the work. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. ]

### 3.020 SINGLE-FAMILY RESIDENTIAL

R-10

- 3.021 Purpose. This district is intended primarily for single-family detached dwellings in a low-density residential neighborhood environment. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. ]
- 3.022 Permitted Uses. The following uses and their accessory uses are permitted in the R-10 district:
- A. Single-family detached and zero lot line dwellings.
  - B. Accessory residential units subject to the provisions of chapter 5.1000, Accessory Residential Units, of this code.
  - C. Duplex dwellings when each dwelling unit is situated on an adjoining but separate lot of record, provided the base density is not exceeded.
  - D. Residential homes (ORS 197.660[2]; ORS 443.400-443.825).
  - E. Parks and playgrounds.
  - F. Utility facilities, minor.
  - G. Bed and breakfast inns subject to the provisions of chapter 5.500, Bed and Breakfast Inn, of this code.
  - H. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. 653, ef. 9/12/97; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]
- 3.023 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the R-10 district:
- A. Community service uses.
  - B. Golf courses (excluding miniature golf courses or driving ranges).
  - C. Duplex dwellings on the same lot at intersections of any two streets of at least neighborhood collector status. Lot size must comply with R-10 requirements.
  - D. Nursing homes.
  - E. Congregate housing, subject to the provisions of chapter 4.400, Congregate Housing, of this code.
  - F. Utility facilities, major.



- G. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord.]

3.024 Lot Size, Dimensional, and Density Standards.

A. Lot Size, Width, Depth, and Frontage:

1. Minimum lot size: 10,000 square feet.
2. Minimum lot width: 70 feet and 70 feet wide at the front setback line.
3. Minimum lot depth: 100 feet.
4. Minimum lot frontage: 20 feet.

B. Setbacks.

1. Front yard setback: Minimum of 20 feet.
2. Side yard and street side yard setback: Minimum of ten feet.
3. Rear yard setback: Minimum of 20 feet.
4. Projections into setbacks: See chapter 5.020, Exceptions to Yard Requirements, of this code.
5. Accessory structures in setback areas: See chapter 5.010, Accessory Structures in Required Yards, of this code.

C. Height Limitation. The maximum height of a structure shall be 35 feet.

D. Minimum Density. Residential development is required to be built at 80% or more of the maximum number of dwelling units per net acre. For purposes of this standard, in computing the maximum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number. For computing the minimum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number.

[Example: Computing maximum and minimum dwelling units for a 25,000 square foot parcel:

- Allowed density is 1 dwelling per 10,000 square feet.
- A 25,000 square foot parcel yields 2.5 dwelling units; round down to 2 dwelling units for maximum number of units.
- Eighty percent minimum density is 0.8x2 which yields 1.6 dwelling units; rounded down to 1 dwelling unit for minimum number of units.] [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]

3.025 Additional Requirements.

- A. Design review and landscaping is required for all uses except single-family detached and zero lot line dwellings, and duplex dwellings on separate lots. The design standards of chapter 8.200 of this code apply to duplex dwellings on a single lot.
- B. All lots in this district shall have frontage or approved access to public streets, public water, and public sewer before construction shall be permitted.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. All single-family detached and zero lot line dwellings and duplex dwellings on separate lots shall utilize at least six of the following design features:
  - 1. Dormers.
  - 2. Recessed entries.
  - 3. Cupolas.
  - 4. Bay or bow windows.
  - 5. Window shutters.
  - 6. Offsets on building face or roof (minimum 12").
  - 7. Gables.
  - 8. Covered porch entry.
  - 9. Pillars or posts.
  - 10. Eaves (minimum 6").
  - 11. Tile, shake, or architectural composition roofing.
  - 12. Horizontal lap siding.
- E. Manufactured homes shall comply with the following standards:

1. Be multi-sectional and enclose a space of not less than 1,000 square feet.
2. Foundations for manufactured homes shall comply with current Oregon Administrative Rules regulations. Homes shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not less than eight inches nor more than 12 inches above grade. If the manufactured home is placed on a basement, the 12-inch limitation shall not apply.
3. The manufactured home shall have a pitched roof. The minimum slope shall be not less than a nominal three feet in height for each 12 feet in width.
4. The manufactured home shall have exterior siding and roofing which in color, material, and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community, or which is comparable to the predominant materials used on surrounding dwellings as determined by the Director.
5. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required for single-family dwellings constructed under the state code as defined in ORS 455.010.
6. The manufactured dwelling shall have a garage constructed of like materials, where such is consistent with the predominant construction of immediately surrounding dwellings.
7. The towing tongue, axles, wheels, and traveling lights shall be removed from the manufactured home when installed or within 30 days of delivery to site.
8. The manufactured home shall not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts, or a structure designated Community Resource (CR), by the City.
9. The manufactured home shall be connected to the City's public water supply and public sewer.
10. If the manufactured home is removed from its foundation, the owner shall either replace the manufactured home with another approved manufactured home, or remove the foundation, manufactured home accessory structures, and other structures on the property and

disconnect sewer, water, and other utilities within 30 days. If the owner fails to perform the work within 30 days, the City may make the removal and disconnection and place a lien against the property for the cost of the work. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. ]

### 3.030 SINGLE-FAMILY RESIDENTIAL

R-7

3.031 Purpose. This district is intended primarily for single-family detached dwellings in a low-density residential neighborhood environment. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. ]

3.032 Permitted Uses. The following uses and their accessory uses are permitted in the R-7 district:

- A. Single-family detached and zero lot line dwellings.
- B. Accessory residential units subject to the provisions of chapter 5.1000, Accessory Residential Units, of this code.
- C. Duplex dwellings when each dwelling unit is situated on an adjoining but separate lot of record, provided the base density is not exceeded.
- D. Duplex dwellings on the same lot-at intersections of any two streets of at least neighborhood collector status as approved by the Planning Commission, or on lots in a subdivision approved for single lot duplex development.
- E. Residential homes (ORS 197.660[2]; ORS 443.400-443.825).
- F. Parks and playgrounds.
- G. Utility facilities, minor.
- H. Bed and breakfast inns subject to the provisions of chapter 5.500, Bed and Breakfast Inn, of this code.
- I. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. 653, ef. 9/12/97; Amended by Ord. 690, ef. 7/27/00; Amended by Ord.]

3.033 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the R-7 district:

- A. Day care centers.
- B. Golf courses (excluding miniature golf courses or driving ranges).
- C. Nursing homes.
- D. Congregate housing, subject to the provisions of chapter 4.400, Congregate Housing, of this code.

- E. Community service uses.
- F. Utility facilities, major.
- G. Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. ]

3.034 Lot Size, Dimensional, and Density Standards.

A. Lot Size, Width, Depth, and Frontage.

1. Minimum lot size: 7,000 square feet for a single-family detached and zero lot line dwellings and for each unit of a duplex dwelling on separate lots; 10,000 square feet for a duplex dwellings on the same lot.
2. Minimum lot width: 60 feet and 60 feet wide at the front setback line.
3. Minimum lot depth: 80 feet.
4. Minimum lot frontage: 20 feet.

B. Setbacks.

1. Front yard setback: Minimum of 20 feet.
2. Side yard and street side yard setback: Minimum 7½ feet and ten feet on corner lots abutting a street.
3. Rear yard setback: Minimum of 20 feet.
4. Projections into setbacks: See chapter 5.020, Exceptions to Yard Requirements, of this code.
5. Accessory structures in setback areas: See chapter 5.010, Accessory Structures in Required Yards, of this code.

C. Height Limitation. The maximum height of a structure shall be 35 feet.

D. Minimum Density. Residential development is required to be built at 80% or more of the maximum number of dwelling units per net acre. For purposes of this standard, in computing the maximum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number. For computing the minimum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number.

[Example: Computing maximum and minimum dwelling units for a 17,500 square foot parcel:

- Allowed density is 1 dwelling per 7,000 square feet.
- A 17,500 square foot parcel yields 2.5 dwelling units; round down to 2 dwelling units for maximum number of units.
- Eighty percent minimum density is 0.8x2 which yields 1.6 dwelling units; rounded down to 1 dwelling unit for minimum number of units.] [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]

3.035 Additional Requirements.

- A. Design review and landscaping is required for all uses except single-family detached and zero lot line dwellings, and duplex dwellings on separate lots. The design standards of chapter 8.200 of this code apply to duplex dwellings on the same lot.
- B. All lots in this district shall have frontage or approved access to public streets, public water, and public sewer before construction shall be permitted.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. All single-family detached and zero lot line dwellings and duplex dwellings on separate lots shall utilize at least two six of the following design features:
  - 1. Dormers.
  - 2. Recessed entries.
  - 3. Cupolas.
  - 4. Bay or bow windows.
  - 5. Window shutters.
  - 6. Offsets on building face or roof (minimum 12").
  - 7. Gables.
  - 8. Covered porch entry.
  - 9. Pillars or posts.
  - 10. Eaves (minimum 6").
  - 11. Tile, shake, or architectural composition roofing.

12. Horizontal lap siding.

E. Manufactured homes shall comply with the following standards:

1. Be multi-sectional and enclose a space of not less than 1,000 square feet.
2. Foundations for manufactured homes shall comply with current Oregon Administrative Rules regulations. Homes shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not less than eight inches nor more than 12 inches above grade. If the manufactured home is placed on a basement, the 12-inch limitation shall not apply.
3. The manufactured home shall have a pitched roof. The minimum slope shall be not less than a nominal three feet in height for each 12 feet in width.
4. The manufactured home shall have exterior siding and roofing which in color, material, and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community, or which is comparable to the predominant materials used on surrounding dwellings as determined by the Director.
5. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required for single-family dwellings constructed under the state code as defined in ORS 455.010.
6. The manufactured dwelling shall have a garage constructed of like materials, where such is consistent with the predominant construction of immediately surrounding dwellings.
7. The towing tongue, axles, wheels, and traveling lights shall be removed from the manufactured home when installed or within 30 days of delivery to site.
8. The manufactured home shall not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts or a structure designated Community Resource (CR), by the City.
9. The manufactured home shall be connected to the City's public water supply and public sewer.



10. If the manufactured home is removed from its foundation, the owner shall either replace the manufactured home with another approved manufactured home, or remove the foundation, manufactured home accessory structures, and other structures on the property and disconnect sewer, water, and other utilities within 30 days. If the owner fails to perform the work within 30 days, the City may make the removal and disconnection and place a lien against the property for the cost of the work. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 611, ef. 9/8/94; Amended by Ord. ]

**3.130 CENTRAL BUSINESS DISTRICT**

**CBD**

**3.131 Purpose.**

[Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 638, ef. 2/23/96; Amended by Ord. 653, ef. 9/12/97; Repealed by Ord. 658, ef. 3/12/98; Re-repealed by Ord. 661, ef. 7/23/98]

**3.132 Dimensional Standards – Subareas A, B, C and D.**

[Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 643, ef. 10/10/96; Repealed by Ord. 658, ef. 3/12/98; Re-repealed by Ord. 661, ef. 7/23/98]

**3.133 Landscaping Requirements.**

[Adopted by Ord. 550, ef. 9/25/90; Repealed by Ord. 658, ef. 3/12/98; Re-repealed by Ord. 661, ef. 7/23/98]

**3.134 Additional Requirements.**

[Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 643, ef. 10/10/96; Repealed by Ord. 658, ef. 3/12/98; Re-repealed by Ord. 661, ef. 7/23/98]

**3.131 Purpose.** This district is intended to provide for retail, personal, professional, business and industrial services within the Town Center (TC). [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98]

**3.132 Permitted Uses.** The following uses are permitted in the CBD:

- A. Apartment units in conjunction with commercial uses, provided that they are built above or below the street level floor.
- B. Duplex and triplex dwellings when on the same lot.
- C. Multiple-family dwellings.
- D. Museums, theaters, galleries, or studios for art, dance, and photography.
- E. Parking garages or parking lots.
- F. Personal services including, but not limited to, medical or dental clinics, small animal veterinary clinics, pharmacies, professional offices, general business offices, savings and loan companies, or other financial institutions.
- G. Restaurants (excluding fast food with drive-through), taverns, or lounges.
- H. Retail stores with 15,000 square feet or less of gross floor area.
- I. Service, sales, and repair including, but not limited to, computers, electronics, business machines, bicycles, appliances, scientific or musical instruments, locksmiths, or gunsmiths.

- J. Water-oriented recreational facilities.
- K. Utility facilities, minor.
- L. Bed and breakfast inns (but not subject to the provisions of chapter 5.500, Bed and Breakfast Inn, of this code). [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]

3.133 Conditional Uses. The following uses are permitted as conditional uses in the CBD:

- A. Assembly or limited manufacturing uses.
- B. Community service uses, except that a government building that serves exclusively as an office building shall be considered the same as professional offices and general business offices.
- C. Congregate housing subject to the provisions of chapter 4.400, Congregate housing, of this code.
- D. Nursing homes.
- E. Grocery stores and convenience stores without gasoline pumps.
- F. Retail stores with more than 15,000 square feet of gross floor area.
- G. Utility facilities, major. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]

3.134 Dimensional Standards.

- A. Lot Area, Lot Width, and Lot Depth. No minimum requirement.
- B. Setbacks. No setbacks are required, except that a minimum 15-foot setback is required along a property line that abuts Single-Family Residential (R-5), Attached Residential (R-4), and Apartment Residential (A-2) zoning districts.
- C. Residential Density.
  - 1. Residential density shall be a maximum of one dwelling unit per 2,000 square feet of net land area.
  - 2. Residential development is required to be built at 80% or more of the maximum number of dwelling units per net acre. For purposes of this standard, in computing the maximum number of dwelling units, if the total contains a fraction, then the number shall be rounded

down to the next lower whole number. For computing the minimum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number.

[Example: Computing maximum and minimum dwelling units for a 5,000 square foot parcel:

- Allowed density is 1 dwelling per 2,000 square feet.
- A 5,000 square foot parcel yields 2.5 dwelling units; round down to 2 dwelling units for maximum number of units.
- Eighty percent minimum density is 0.8x2 which yields 1.6 dwelling units; rounded down to 1 dwelling unit for minimum number of units.]

3. Apartment units built in conjunction with a commercial use are not subject to the above maximum and minimum density standards.

- D. **Height Limitation.** The maximum height of a structure shall be 35 feet. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. 690, ef. 7/27/00; Amended by Ord. ]

- 3.135 **Landscaping Requirements.** A minimum of five percent of the lot area shall be landscaped in accordance with Chapter 11, Landscaping and Screening, of this code. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]

- 3.136 **Additional Requirements.**

- A. **Access and Circulation.** Adequate provisions for access and internal circulation of vehicles shall be provided for all uses allowed in the CBD in accordance with the requirements of this code.
- B. **External Storage of Merchandise.** The external storage of merchandise and/or materials, directly or indirectly related to a business, is hereby prohibited within the CBD.
- C. **Outdoor Displays of Merchandise.** Outdoor displays of merchandise are permitted during business hours only and shall not exceed ten percent of the total retail sales area.
- D. **Off-Street Parking and Loading.** No off-street parking and loading shall be required.
- E. **CBD Design Standards.** The Design Standards for Central Business District, listed in Appendix A of this code, shall apply to the CBD.
- F. **Town Center Overlay District.** The applicable provisions of chapter 4.700, Town Center, of this code shall apply to the CBD. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]

**3.140 MIXED OFFICE/HOUSING DISTRICT**

**MO/H**

3.141 Purpose. This district is intended to provide a compatible mix of office, employment, and housing opportunities in close proximity to the Troutdale Central Business District. The MO/H district is intended to promote a compact development form consistent with the Troutdale Town Center Plan. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98]

3.142 Permitted Uses. The following uses and their accessory uses are permitted in the MO/H district provided they are conducted wholly within a completely enclosed building, except off-street parking and loading:

- A. Professional offices.
- B. Medical or dental clinics or laboratories.
- C. Personal service uses with a maximum gross floor area of 2,000 square feet and provided in conjunction with residential development. The maximum square footage shall be considered a use limitation.
- D. Galleries or studios for art, dance, etc.
- E. Day care facilities.
- F. Attached duplex and triplex dwellings either on the same lot or on separate lots.
- G. Multiple-family dwellings (apartments).
- H. Apartment units in conjunction with a commercial use.
- I. Detached single-family dwellings provided on the same lot in conjunction with another permitted use.
- J. Congregate housing, subject to the provisions of chapter 4.400, Congregate Housing, of this code.
- K. Nursing homes.
- L. Residential facilities.
- M. Parks and playgrounds.
- N. Utility facilities, minor.
- O. Other uses similar in nature to those listed above. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]

3.143 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the MO/H district:

- A. Personal service uses with a gross floor area greater than 2,000 square feet or not provided in conjunction with residential development.
- B. Retail uses and restaurants with a maximum gross floor area of 15,000 square feet, except that retail uses and restaurants located within a building that existed prior to March 10, 1950 shall be subject to a maximum gross floor area of 40,000 square feet. The maximum square footage shall be considered a use limitation.
- C. Community service uses.
- D. Utility facilities, major.
- E. Other uses similar in nature to those listed above. [Adopted by Ord. 658, ef. 3/12/98; Repealed, readopted, and amended by Ord. 661, ef. 7/23/98]

3.144 Dimensional and Density Standards.

- A. Lot Area, Lot Width, and Lot Depth. No minimum requirement.
- B. Setbacks.
  - 1. Front yard setback: No minimum requirement; maximum of ten feet when abutting a transit street.
  - 2. Side yard setback: No minimum requirement.
  - 3. Street side yard setback: No minimum requirement.
  - 4. Rear yard setback: No minimum requirement.
- C. Height Limitation. The maximum height of a structure shall be 35 feet.
- D. Building Size. No building shall have a footprint greater than 20,000 square feet unless the building was in existence prior to March 10, 1950.
- E. Maximum Density. Maximum residential density shall be one dwelling unit per 2,000 square feet of net land area.
- F. Minimum Density. Residential development, excluding residential dwellings built in conjunction with a commercial use, is required to be built at 80% or more of the maximum number of dwelling units per net acre.

- G. Apartment units built in conjunction with a commercial use are not subject to the above maximum and minimum density standards.
- H. For purposes of the density standard, in computing the maximum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number. For computing the minimum number of dwelling units, if the total contains a fraction, then the number shall be rounded down to the next lower whole number.  
[Example: Computing maximum and minimum dwelling units for a 5,000 square foot parcel:  
▪ Allowed density is 1 dwelling per 2,000 square feet.  
▪ A 5,000 square foot parcel yields 2.5 dwelling units; round down to 2 dwelling units for maximum number of units.  
▪ Eighty percent minimum density is  $0.8 \times 2$  which yields 1.6 dwelling units; rounded down to 1 dwelling unit for minimum number of units.] [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. 690, ef. 7/27/00]

3.145 Additional Requirements.

- A. Site and design review is required for all uses in the MO/H district other than detached single-family dwellings and duplex dwellings on separate lots. Site and design review shall be conducted in accordance with Chapter 8, Site Orientation and Design Standards, of this code.
- B. Landscaping Requirements.
1. If residential use is provided: Minimum of 15% of the site area.
  2. If no residential use is provided: Minimum of five percent of the site area.
- C. Development shall conform to the following off-street parking standards and Chapter 9, Off-Street Parking and Loading, of this code. When conflicts exist between this section and Chapter 9, Off-Street Parking and Loading, of this code, this section shall apply:
1. No off-street parking spaces are required except for residential development. A minimum of one space is required for each residential unit. On-street parking that abuts the site can be utilized to meet required off-street parking standards.
  2. One tree shall be provided for every four vehicle parking spaces in parking lots. The trees shall be dispersed through the parking lot in a minimum of 15 square foot planters located between parking spaces.

- D. Development shall conform to the TC district design standards. Where a conflict occurs between the standards of the TC district and this district, the more restrictive shall apply. [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. ]



## CHAPTER 4 - ZONING DISTRICT OVERLAYS

- 4.400 CONGREGATE HOUSING CH
- 4.410 Purpose. The purpose of this district is to provide housing alternatives for elderly or handicapped persons. The standards set forth in this section are intended to ensure that congregate housing developments provide a minimum of services and facilities to accommodate the needs of the residents, and to relieve any possible detrimental effects of the development on surrounding properties. [Adopted by Ord. 550, ef. 9/25/90]
- 4.411 Justification. This overlay recognizes that housing for senior citizens and handicapped persons customarily has less impact on surrounding properties than typical multiple-family developments providing the same number or fewer units, and therefore, deserves special consideration. [Adopted by Ord. 550, ef. 9/25/90]
- 4.412 [Adopted by Ord. 550, ef. 9/25/90; Repealed by Ord. ]
- 4.413 Density Standards. The maximum number of units allowed in a congregate housing facility shall be 50% above the standard density of the underlying zoning district. [Adopted by Ord. 550, ef. 9/25/90]
- 4.414 Dimensional Standards. The setbacks and height limitations shall be in compliance with the standards of the underlying zoning district. [Adopted by Ord. 550, ef. 9/25/90]
- 4.415 Additional Requirements.
- A. Age Restriction. Congregate housing is intended for persons 55 years of age and older, or handicapped persons.
  - B. Any principal or accessory use allowed in the zoning district may be provided. These uses shall be primarily for residents and guests.
  - C. Community Space. All complexes shall have a minimum of 15 square feet of community space for social and recreational opportunities per occupant, based on one person per bedroom. Community space may include, but is not limited to:
    - 1. Game rooms, meeting rooms, music rooms, or craft rooms.
    - 2. Congregate dining facilities. Complexes with or without kitchen facilities in each unit may include congregate dining facilities providing regular daily meals for residents. Areas used as congregate dining areas may be applied to the minimum community space requirements.

- D. Laundry and Storage. A minimum of ten square feet of general storage area (80 cu. ft.), other than regular kitchen, bedroom, and linen storage, shall be provided within each unit. Complexes which do not include laundry facilities in the units shall have adequate laundry facilities accessible to all tenants.
- E. Design Standards. The design of the building, and the site and landscaping plans, shall be subject to review. Special considerations for this use may include, but are not limited to:
  - 1. Compatibility in style, color, materials, and scale with the general character of the neighborhood.
  - 2. Defining semi-public, semi-private, and private spaces.
  - 3. Minimizing barriers to handicapped or elderly persons.
  - 4. Security and protection for residents.
- F. Landscaping Requirements. A minimum of 25% of the site shall be landscaped.
- G. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.  
[Adopted by Ord. 550, ef. 9/25/90]

## CHAPTER 5 - OTHER ISSUES AND PROCEDURES

### 5.000 OTHER PERMIT AND ISSUE DETERMINATIONS

#### 5.010 Accessory Structures in Required Yards.

- A. **Building Permit Required.** A building permit is required for any accessory structure over 200 square feet in size or over 10 feet in height. An accessory structure not requiring a building permit shall be required to have a development permit.
- B. **Regulatory Requirements.** No accessory structure shall be erected or maintained, and no existing accessory structure shall be structurally altered, converted, enlarged, moved, or maintained unless such accessory structure is located on the lot in conformance with the following:
  - 1. Accessory structures shall comply with the setback requirements for the main building except where specifically modified by this section.
  - 2. No accessory structure shall be located in a required front yard setback.
  - 3. No accessory structure shall encroach on an active easement of record. An active easement is an easement containing one or more public utilities. Small plants and shrubs, perimeter fences, and concrete or asphaltic pavement shall not constitute accessory structures. An accessory structure may encroach on an inactive easement (those not containing a public utility), provided required building setbacks are met, or a variance to the setback standard has been approved.
  - 4. An accessory structure may be constructed as close as three feet to a rear property line, provided that it does not encroach on an active easement. For purposes of this subsection, the measurement shall be applied to projecting building features, if any, such as eaves, rain gutters, or other similar features.
  - 5. An accessory structure of 120 square feet or less in size may be constructed as close as three feet to a side property line provided that it does not encroach on an active easement. For purposes of this subsection, the measurement shall be applied to projecting building features, if any, such as eaves, rain gutters, or other similar features.
  - 6. An accessory structure on a corner lot shall meet a minimum street side yard setback of ten feet except for private vehicle storage.

Accessory structures for private vehicle storage which have an entrance from the street side yard shall have a minimum street side yard setback of 20 feet.

7. Accessory structures within the required rear yard setback shall not exceed 50% of the required rear yard setback area.
8. No single accessory structure may exceed 1,000 square feet in area.
9. The maximum height of a detached accessory structure shall be the height of the primary dwelling or 20 feet, whichever is less, provided the accessory structure meets the side and rear yard setbacks of the underlying zone. A detached accessory structure which does not meet the underlying side and rear yard setbacks shall not exceed 10 feet in height.
10. For purposes of these regulations, solariums, greenhouses, garages, or other enclosed areas which are attached to the residential structure shall not be considered accessory. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 653, ef. 9/12/97; Amended by Ord. 705, ef. 5/10/01; Amended by Ord. ]

## 5.100 HOME OCCUPATION IN A RESIDENTIAL DISTRICT

HO

5.110 Purpose. The purpose of this section is to provide for occupations in residential districts in a manner that will ensure that they are utilized only as accessory uses incidental to the primary residential use of the premises upon which they are located. A business license may be granted for a home occupation, provided the use is not inconsistent with, or disruptive to, the normal residential usage of the premises; will not cause external effects which are detrimental to neighboring properties; and is compatible with the characteristics of the residential district. Special regulations govern home occupations classified as certified group day care, family day care provider, licensed adult foster home, residential home, residential facility, or residential care facility. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 653, ef. 9/12/97]

### 5.120 General Requirements for All Home Occupations.

- A. There shall be no exterior indication of the home occupation, no exterior signs shall be used, and no on-site advertising visible from the exterior shall be used which informs the public of the address of the home occupation.
- B. No home occupation shall be permitted which is objectionable due to noise, smoke, dust, odor, glare, traffic attraction, vibration, or other disturbing influences greater than that of other residential properties in the vicinity.
- C. If hazardous materials are used or stored on the premises of a home occupation, a Materials Safety Data Sheet shall be provided with the business license application.
- D. Use and storage of hazardous materials in conjunction with a home occupation must be approved by the local fire and emergency service agency. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 653, ef. 9/12/97]

5.130 Operational Standards - Businesses. Business home occupations shall be limited to those activities which are customarily carried on within a dwelling or accessory structure, and which are operated entirely within a building by a member of the family residing in the dwelling unit as a clearly secondary and incidental use of such property. The home occupation must not change the residential character of the dwelling and shall meet all of the following conditions:

- A. No nonresidential employees or any persons other than members of the family residing within the dwelling shall engage in a home occupation therein except as provided for under sections 5.140 through 5.190 of this chapter.

- B. Customer and client contact shall be primarily by telephone, mail, or in their homes and places of business, and not on the premises of the home occupation. No sale of merchandise shall be made on the premises.
- C. No more than 25% of the gross floor area of the residence shall be used for the home occupation. If a home occupation is conducted within an accessory structure, the home occupation shall not exceed the gross floor area of the residence.
- D. Must comply with all other City, County, and State requirements. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 653, ef. 9/12/97; Amended by Ord. ]

## **5.800 STORMWATER MANAGEMENT**

**STMA**

5.810 Purpose. The purpose of the stormwater management standards is to prevent the degradation of, and promote the enhancement of, primary or secondary protected water features and groundwater. [Adopted by Ord. 702, ef. 11/24/00; Amended by Ord. ]

5.820 Reference Authority.

- A. The current edition of the Stormwater Management Manual, City of Portland Environmental Services and addendums adopted by the Troutdale Public Works Department, is adopted into this code by reference and shall be the guide for requirements and design standards for the water quality facilities. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- B. The current edition of the City of Troutdale Construction Standards for Public Works Facilities is adopted into this code by reference with respect to the design of catch basins in parking lots and private and public streets. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- C. Other publications or maps adopted by reference to implement the standards of this chapter are the Metro Title 3 Water Quality and Flood Management Area Map, the Federal Emergency Management Agency's Flood Insurance Rate Map, and the National Wetlands Inventory Map.
- D. Wetland determinations acknowledged by the Oregon Division of State Lands that were submitted with previous land use applications and on record in the Community Development Department.
- E. The "North Troutdale Storm Drainage Master Plan" prepared by David J. Newton Associates, Inc., March 1990. This plan includes Arata and Salmon Creeks.
- F. The "South Troutdale Storm Drainage Master Plan" prepared by KCM and Associated Firms, May 1996. This plan includes Beaver Creek and the Sandy River. [Adopted by Ord. 702, ef. 11/24/00]

5.830 Applicability. The Director shall require water quality treatment and/or detention facilities for stormwater under any of the following:

- A. The site is within the vegetation corridor established in sections 4.316, Width of Vegetation Corridor, and 4.317, Method for Determining Vegetation Corridors Next to Primary Protected Water Features, of this code; within the Flood Management Area established in chapter 4.600 of this code; or abuts a protected water feature.

- B. The development occurs on natural slopes of 25% or greater.
- C. The development involves fuel storage or dispensing areas, vehicle wash areas, or vehicle maintenance dismantling areas, more than 2,000 square feet of uncovered impervious parking area, or other development characteristics that may degrade water quality. [Adopted by Ord. 702, ef. 11/24/00; Amended by Ord. ]

5.860 Penalties. Each violation of any provision of this chapter, or any failure to carry out the conditions of any approval granted pursuant to this chapter, shall be unlawful and a civil infraction subject to the enforcement provisions of section 17.110, Abatement and Penalty, of this code.

- A. Additional Penalties. In addition to those penalties available under section 17.110, Abatement and Penalty, of this code, the Director may refuse to accept any development permit application from the developer or applicant for other land use development; revoke or suspend any development; deny occupancy of the subject property until the stormwater quality facility has been installed properly and maintained in accordance with this chapter; or recommend to the Police Chief to deny a business license of the developer or applicant.
- B. The owner of the water quality facility, a homeowner's association, or other entity bound to the deed restrictions pertaining to the water quality facility shall be responsible for mitigating the impacts of the erosion and for preventing future erosion.
- C. Upon request of the City Administrator, or at the direction of the City Council, the City Attorney may institute appropriate action in any court to enjoin development of a site or building project which is in violation of this chapter, or to require conformance with this chapter. [Adopted by Ord. 702, ef. 11/24/00; Amended by Ord. ]



## CHAPTER 9 - OFF-STREET PARKING AND LOADING

### 9.070 Paving.

- A. Parking areas, driveways, aisles, and turnarounds shall be paved with concrete, asphalt, or comparable impervious surfacing. Porous concrete, grasscrete, or comparable porous paving surfacing may be used in place of impervious surfacing to reduce stormwater runoff, when approved by the director. Gravel and similar erodable surfaces are not acceptable.
- B. Approaches shall be paved with concrete surfacing constructed to City standards. If a street is not paved, the approach may be maintained to the same standard as the street until the street is paved.
- C. Temporary overflow parking in conjunction with community events, special events, or sporting events is allowed on an unpaved parking area on a parcel of at least one-half acre in size. If a fee is charged for parking, it shall not be considered a commercial parking lot for purposes of zoning compliance. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. ]

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** June 26, 2003

**Agenda Item #:** R-5

**Est. Start Time:** 10:10 AM

**Date Submitted:** 06/10/03

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**Requested Date:** June 26, 2003

**Time Requested:** 5 mins

**Department:** Planning and Development

**Division:** Health Department

**Contact/s:** Jodi Davich

**Phone:** 503-988-3663

**Ext.:** 26561

**I/O Address:** 106/14/1410

**Presenters:** Wendy Rankin

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**Agenda Title:** Notice of Intent to Submit a Proposal to the Centers for Disease Control and Prevention for STEPS to a Healthier US Program Grant

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

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**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Multnomah County Health Department (MCHD) is requesting approval to submit a proposal to the Centers for Disease Control and Prevention, Steps to a HealthierUS: A Community-focused Initiative to Reduce the Burden of Asthma, Diabetes and Obesity. The Health Department recommends that this request be approved.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

Chronic diseases account for 7 out of every 10 deaths in the US. The obesity epidemic has hit Oregon and Multnomah County hard, with over 60% of adults not at a healthy weight. Among youth, 28% of eighth graders and 21% of eleventh graders are overweight. This cooperative agreement affords Multnomah County an opportunity to address these chronic conditions by promoting, coordinating and implementing evidence-

based strategies, and forging collaborations that will create environments that promote adequate physical activity, good nutrition and reduction in tobacco use.

**3. Explain the fiscal impact (current year and ongoing).**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?** Centers for Disease Control and Prevention
- ❖ **Specify grant requirements and goals.** Multnomah County Health Department will facilitate the development of:
  - **Consortium:**  
Form an alliance of partners and coalitions that focus on prevention and control of diabetes, obesity, asthma, nutrition, physical activity and tobacco.
  - **School Involvement:**  
School districts in Multnomah County must be included in the intervention activities.
  - **Leadership Team:**  
Establish and coordinate a leadership team, which is responsible for overseeing project activities, establishing and maintaining an organizational structure and governance for the consortium and determining project budget and sub-contracts.
  - **Project Staff:**  
Establish and maintain paid project staff to include one full-time project coordinator at Multnomah County, one full time school health coordinator in the education districts, and other full or part time staff, contractors and consultants to assure project success.
  - **Five Year Action Plan:**  
Create a 5-year community action plan to identify and implement strategies proven to prevent and control diabetes, asthma and obesity. Interventions must be school and community-based and address the chronic diseases as well as nutrition, physical activity and tobacco use and exposure.
  - **Monitoring and Evaluation:**  
Monitor the burden of asthma, diabetes and obesity and their associated risk factors through surveillance measures BRFSS and other data sources. Participating middle and high schools will be expected to participate in the Oregon Healthy Teens Survey. We must establish a system to measure and track the achievement of short-term, intermediate and long-term outcomes of the interventions. Additionally we must participate in an independent, external evaluation of the STEPS program.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** This is a five year cooperative agreement. Approximately \$9,000,000 is available in FY 2003 to fund 9 to 12 Large City and Urban Community applications. It is expected that the average award will be \$1,000,000. Awards will begin in September 2003. Funding for FY 2004 and beyond is expected to range from \$2,000,000 to \$3,000,000 for four more years.
- ❖ **What are the estimated filing timelines?** Proposals are due July 15, 2003.
- ❖ **If a grant, what period does the grant cover?** Awards will begin on or about September 22, 2003 and will be made for a budget period for up to five years.
- ❖ **When the grant expires, what are funding plans?** It is anticipated that the project will foster and generate public/private partnerships and demonstrate interventions that will merit future grant opportunities.
- ❖ **How will the county indirect and departmental overhead costs be covered?** Indirect costs will be built into the project budget.

4. **Explain any legal and/or policy issues.** There are no legal and/or policy issues.
5. **Explain any citizen and/or other government participation that has or will take place.** The project will involve working with existing chronic disease prevention coalitions such as those that address tobacco, asthma, diabetes, the African American Health Coalition's REACH program, the Oregon Coalition for Promoting Physical Activity, the Active Community Environment group, schools, Parks and Recreation and senior's groups.

**Required Signatures:**

Department/Agency Director: *Lillian Shirley*

Date: June 10, 2003

Budget Analyst

By: *Julie Neburka*

Date: 06/10/03

Dept/Countywide HR

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

Date:

# AGENDA PLACEMENT REQUEST

BUD MOD #:

## Board Clerk Use Only:

Meeting Date: June 26, 2003

Agenda Item #: R-6

Est. Start Time: 10:15 AM

Date Submitted: 05/30/03

Requested Date: 06/26/03

Time Requested: 5 minutes

Department: Health

Division: Disease Control & Prevention

Contact/s: Virginia Schmitz, EdM, Hepatitis C Coordinator

Phone: 503-988-3030

Ext.: 224

I/O Address: 340/2

Presenters: Virginia Schmitz

**Agenda Title:** Notice of Intent to apply for grant funding from the US Department of Health and Human Services' Center for Disease Control and Prevention to develop and deliver hepatitis education and prevention materials to at-risk populations.

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?**

Authorize the Director of the Health Department to apply for grant funding to hire staff to develop, deliver and evaluate hepatitis education and prevention materials to specific at risk populations.<sup>1</sup>

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The Centers for Disease Control and Prevention has released a Request for Applications to organizations that are responsible for the development, delivery and evaluation of health education activities to prevent and control the spread of viral hepatitis and its consequences. Funds offered through this program are part of a national educational strategy designed to prevent viral hepatitis through the development and implementation of behavioral change models that are focused on persons who are at risk for acquiring the disease.

3. **Explain the fiscal impact (current year and ongoing).**

The one-year cost of this project is estimated to be \$190,000 for staffing to develop, implement and evaluate educational materials associated with this proposal. If authorized by the Board to apply for grant funding, the Health Department will request that the full amount of the project be

<sup>1</sup> At risk populations include (1) men who have sex with men (MSM) who are at risk for hepatitis A and B; (2) injection drug users (IDUs) who are in or out of treatment and who are at risk for hepatitis A, B, and C; (3) men, women and juveniles who are incarcerated and who are at risk for hepatitis A, B, and C; (4) minority populations disproportionately infected with hepatitis A, B, and/or C viruses; and (5) other populations at increased risk for viral hepatitis.

provided for through the grant. If funds are awarded, the program will be supported by CDC at a constant level for a period of five years.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?**  
Centers for Disease Control and Prevention (a division of the US Department of Health and Human Services).
- ❖ **Specify grant requirements and goals.**  
CDC will award grants to approximately six communities to develop, implement and evaluate the efficacy of hepatitis prevention information and education programs. Successful proposals must:
  - Target high risk populations, including (1) men who have sex with men (MSM) who are at risk for hepatitis A and B; (2) injection drug users (IDUs) who are in or out of treatment and who are at risk for hepatitis A, B, and C; (3) men, women and juveniles who are incarcerated and who are at risk for hepatitis A, B, and C; (4) minority populations disproportionately infected with hepatitis A, B, and/or C viruses; and (5) other populations at increased risk for viral hepatitis.
  - Indicate what type(s) of educational activities are considered to best reach the target audience.
  - Describe what linkages with state or local hepatitis coordinators and STD, HIV, drug treatment, juvenile and adult corrections programs will be established and describe the best approaches for the delivery of viral hepatitis educational activities.
  - Describe how the activities developed in the proposal would incorporate existing information on viral hepatitis, and describe the plan for production and distribution of materials developed in the project.
  - Indicate the formative, process and outcome evaluations included for each educational activity.
- ❖ **When the grant expires, what are funding plans?**  
Funds would be awarded for a period of five years. There are currently no plans for future funding beyond this time period.
- ❖ **How will the county indirect and departmental overhead costs be covered?**  
Indirect costs can be charged as a grant expense.

**4. Explain any legal and/or policy issues involved.**

No unusual legal issues related to the project have been identified. Providing disease prevention services is consistent with County policy and the mission of the Health Department.

5. **Explain any citizen and/or other government participation that has or will take place.**  
The development and implementation of hepatitis prevention curriculum will involve input from the target population through focus groups. Additional input will be received from the Centers for Disease Control and Prevention, Oregon Human Services - Health Services, and Oregon Health Sciences University.

**Required Signatures:**

Department/Agency Director: *Lillian Shirley* Date: May 30, 2003

Budget Analyst

By: *Julie Neburka* Date: 05/22/03

Dept/Countywide HR

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