



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, **Commission Dist. 1**

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1.@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
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Email: lisa.h.naito@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

Email: deborah.l.bogstad@co.multnomah.or.us

INDIVIDUALS WITH DISABILITIES PLEASE
CALL THE BOARD CLERK AT (503) 988-3277,
OR MULTNOMAH COUNTY TDD PHONE
(503) 988-5040, FOR INFORMATION ON
AVAILABLE SERVICES AND ACCESSIBILITY.

OCTOBER 23 & 25, 2001

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Budget Work Session
Pg 3	9:30 a.m. Thursday Annual Report of Strategic Investment Program with LSI Logic
Pg 3	10:00 a.m. Thursday Library RESULTS
Pg 3	10:15 a.m. Thursday Resolution Authorizing Amendments to Agreements with the Port of Portland for Purchase of Wapato Jail Site
Pg 3	10:35 a.m. Thursday Resolution Adopting Financial and Budget Policies
Pg 4	10:45 a.m. Thursday School Attendance Initiative Briefing
	Thursday November 15, 2001 & November 22, 2001 Board Meetings Cancelled

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

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

(Saturday Playback for East County Only)

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Tuesday, October 23, 2001 - 9:30 AM to 12:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET WORK SESSION

WS-1 The Board of Commissioners, Auditor, District Attorney, Sheriff and Invited Participants Will Meet to Review Priorities, Issues and Ideas, and to Discuss Mid-Year Reductions to the 2001-2002 Multnomah County Budget. Facilitated by John Rakowitz and John Ball. **[This is a Public Meeting and Interested Persons are Welcome to Attend, However Public Testimony Will be Taken During Budget Hearings Scheduled in November.]**

Thursday, October 25, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

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

C-1 Appointment of Earnie Dory to the COMMUNITY HEALTH COUNCIL

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-2 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

C-3 Amendment 1 to Intergovernmental Agreement 4600002445 with Tri-Met for Developmental Disabilities Services, Adding Special Conditions Language per the State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 with Multnomah County

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

C-4 Amendment 1 to Intergovernmental Agreement 0110993 with Washington County and the City of Portland, Authorizing Portland Development

Commission to Continue Providing Administrative and Fiscal Services as
Fiscal Agent for the Regional Investment Board

REGULAR AGENDA - 9:30 AM
PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

R-1 Report on the County Strategic Investment Program (LSI Annual Report).
Presented by Steve Pearson, Duke Shepard and Invited Guests. 30
MINUTES REQUESTED.

DEPARTMENT OF LIBRARY SERVICES - 10:00 AM

R-2 RESULTS Presentation on the Knowmobile. Presented by Pauline
Baughman. 10 MINUTES REQUESTED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 10:10 AM

R-3 NOTICE OF INTENT to Apply for an Oregon Occupation Safety and Health
Training (OSHA) Training and Education Grant to Produce a Training
Package Entitled "Domestic Violence in the Workplace: Effective Response
and Prevention"

SHERIFF'S OFFICE - 10:15 AM

R-4 RESOLUTION Authorizing Amendments to the Sale Agreement for
Purchase of the Wapato Jail Site from the Port of Portland, Amendments to
the Intergovernmental Agreement for Reimbursement of Infrastructure
Construction Costs to Serve the Site and Execution of Related Easements
and Other Required Documents to Complete the Purchase of the Site

DEPARTMENT OF SUPPORT SERVICES - 10:35 AM

R-5 RESOLUTION Adopting Financial and Budget Policies for Multnomah
County, Oregon

Thursday, October 25, 2001 - 10:45 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-1 Update on the School Attendance Initiative (SAI). Presented by Joanne Fuller, Rich Scott, Jimmy Brown, Scott Keir and Invited Others. 1 HOUR REQUESTED.

MEETING DATE: October 25, 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Community Health Council

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 503/988-3953
BLDG/ROOM #: 501/600

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Earnie Dory to the Community Health Council

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

CLERK OF
MULTNOMAH COUNTY
01 OCT 17 PM 4:13
OREGON

MEETING DATE: October 25, 2001
AGENDA NO: C-2
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Holds per ORS 426.215

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCFS DIVISION: Behavioral Health

CONTACT: Donlon G. McGovern TELEPHONE #: (503) 988-5464, ext 22353
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

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

10/26/01 Copies to SHAWIN KHAN

SIGNATURES REQUIRED:

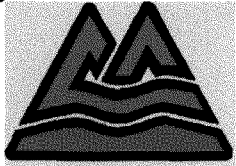
ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 OCT 17 PM 4:15
MULTNOMAH COUNTY
OREGON
CLERK OF BOARD
OF COMMISSIONERS



Department of Community and Family Services
MULTNOMAH COUNTY OREGON

Behavioral Health Division
421 SW Sixth Avenue, Suite 600
Portland, Oregon 97204-1618
(503) 988-5464 phone
(503) 988-3926 fax
(503) 988-3598 TDD

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Donlon G. McGovern, Ph.D.
Date: October 16, 2001
Date of Agenda Placement:
Re: Authorizing designees of the Mental Health Program
Director to direct a peace officer to take an allegedly
mentally ill person into custody.

1. Recommendation/Action Requested:
Authorize additional individuals to direct peace officers to take an allegedly mentally ill person into custody.
2. Background/Analysis:
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 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 (Crisis Triage Center or emergency room). As agencies experience staffing turnovers, new staff need to be trained and authorized.
3. Financial Impact:
None
4. Legal Issues:
In accordance with ORS 426.215
5. Controversial Issues:
Not aware of any controversial issues.
6. Link to Current County Policies:
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation: N/A
8. Other Government Participation: N/A

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:

Lynn Silva-Wentzel
Barbara McKeever
Steve Skrobick

ADOPTED this day of , 2001.

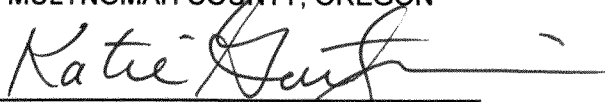
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 01-140

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:

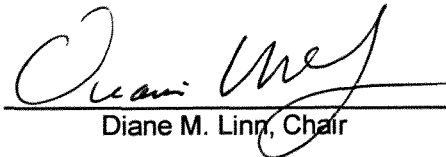
1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe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

Lynn Silva-Wentzel
Barbara McKeever
Steve Skrobick

ADOPTED this 25th day of October, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Attorney

MEETING DATE: October 25, 2001
AGENDA NO: C-3
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment 1 to Agreement with Tri-Met for Developmental Disabilities services adding Special Conditions language per State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 with Multnomah County.

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

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

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

CONTACT: Rex Surface **TELEPHONE #:** (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Amendment 1 to Agreement with Tri-Met for Developmental Disabilities services adding Special Conditions language per State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 with Multnomah County.

10/26/01 originals to Tom Detweiler
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO Board of County Commissioners

FROM: Lorenzo T. Poe Jr., Director
Department of Community and Family Services

DATE: October 17, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with Tri-Met – Amendment 1

- I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Amendment 1 to the Intergovernmental Agreement with Tri-Met purchasing Employment Transportation services for people with developmental disabilities for the period July 6, 2001 through June 30, 2002. This amendment is retroactive due to a delay in receiving applicable Special Conditions language from the State.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider to purchase Employment Transportation services for people with developmental disabilities.
- III. **Financial Impact:** Funding for these services is via State Mental Health Grant. Fiscal impact does not change overall funding level.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** Fiscal differentiation of non-matched from matched funding allocation departs from former practice in which the County paid Tri-Met in equal monthly allotments prior to County receipt of State revenues contingent upon Tri-Met's direct payment to State of required match funds. Potential impact entails interruption of payments to Tri-Met until such time as they remit their required match payment to the State.
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002445

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

Amendment #: 1

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p align="center">AGENDA # <u>C-3</u> DATE <u>10-25-01</u> DEB BOGSTAD, BOARD CLERK</p>

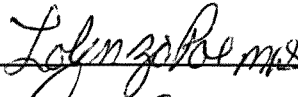
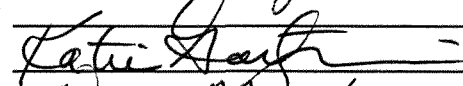
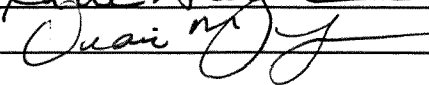
Department: Community and Family Services	Division: Developmental Disabilities	Date: October 1, 2001
Originator: Rex Surface	Phone: 26353	Bldg/Rm: 166/4
Contact: Tom Ochinerio	Phone: 29832	Bldg/Rm: 166/7

This amendment: 1) adds Special Conditions language included in State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 with Multnomah County and 2) alters service lines to differentiate matched from non-matched funding allocation per captioned Special Conditions. Fiscal impact does not change overall funding level.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): 4600000779
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION _____	EXEMPTION EXPIRATION _____ ORS/AR _____
#/DATE: _____	DATE: _____ # _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor: Tri-Met	Remittance Address: _____
Address: 4012 SE 17th Ave. Portland, OR 97202	(If different) _____
Phone: 503.238.4879	Payment Schedule / Terms
Employer ID# or SS#: 93-0579353	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date: July 1, 2001	<input type="checkbox"/> Monthly \$ <u>Invoice</u> <input checked="" type="checkbox"/> Net 30
Termination Date: June 30, 2002	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ 0	
Total Amt of Previous Amendments \$ 0	<input checked="" type="checkbox"/> Requirements \$ 1,697,008.00
Amount of Amendment \$ 0	
Total Amount of Agreement \$ 0	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager		DATE <u>10/8/01</u>
Purchasing Manager	_____	DATE _____
County Counsel		DATE <u>10/9/01</u>
County Chair		DATE <u>10.24.01</u>
Sheriff	_____	DATE _____
Contract Administration	_____	DATE _____

SAP VENDOR CODE 23259						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #4600002445, AMENDMENT #1

DURATION OF AMENDMENT:	July 6, 2001	TO:	June 30, 2002
CONTRACTOR NAME:	Tri-Met	TELEPHONE NUMBER:	503.238.4879
CONTRACTOR ADDRESS:	4012 SE 17th Ave. Portland, OR 97202	IRS NUMBER:	93-0579353

This amendment is to that certain contract dated July 1, 2001, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and, Tri-Met referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES:

This amendment adds special conditions language per State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 as follows:

12. ADDITIONAL TERMS AND CONDITIONS:

e. Special Conditions

Local Funds and Title XIX Collections for Transportation Services: The funds subject to this Special Condition are subject to the following requirements:

- A. DD53 funds subject to this special condition represent a rate adjustment that reflects the actual costs for 199 DD53 slots identified on other lines of the Financial Assistance Award beyond the amounts awarded on those other lines for those slots. Payment of these funds to County will consist of the required combination of: (1) local funds, hereinafter also referred to as "Local Matching Funds"; and (2) Title XIX (Medicaid) Federal Financial Participation (FFP) to match those local funds, to the extent that the DD53 services for the slots specified herein are eligible for that FFP.
- B. The Department payment of funds subject to this Special Condition is contingent on:
 1. Department receipt of Local Matching Funds as follows:
 - a. The following amounts of Local Matching Funds are required to support the increases described in paragraph A of this special condition: \$520,142 received no later than June 30, 2002. Local Matching Funds must be from non-federal sources eligible for use as match for Title XIX.
 - b. County and Department agree that any cost-of-living adjustment approved within the Department's State General Fund budget for the services described in paragraph A, above, will be used to reduce the amount of Local Matching Funds required, rather than being used to increase the payment rate and total payment amount for these services.
 - c. Department must receive Local Matching Funds for each fiscal year as a lump sum payment prior to any Department disbursement of the respective fiscal year funds subject to this Special Condition. Disbursement of each year's funds subject to this special condition will begin in the monthly allotment that first occurs, for that year, after Department receipt of the full Local Matching Funds payment for that year.
 2. FFP Service Levels:
 - a. The funds subject to this special condition are awarded based on projected delivery of DD53 services under this Agreement to Title XIX eligible individuals at a level sufficient to generate FFP at an average minimum amount of \$84,002 per month, for the period July 1, 2001 through June 30, 2002 and \$83,836 per month, for the period July 1, 2002 through June 30, 2003.
 - 1) The monthly FFP amounts, must be generated through utilization of the slots enhanced as specified in paragraph A above.
 - 2) Levels of FFP for the enhanced DD53 slots will be determined from data from Department's CPMS. Reports displaying this data will be provided to County and to its Provider of these services on a monthly basis, and at the end of the termination or expiration of this Agreement.
 - b. If FFP generated for the DD53 slots enhanced in this Financial Assistance Award exceeds the monthly average specified in paragraph B.2.a., above, and Department can determine that the excess is likely to continue, Department will reduce the amount of Local Matching Funds required. This reduction will be reflected in an amendment to the Financial Assistance Award. Any overpayment of Local Matching Funds resulting from this provision will be used to offset Local Matching Funds required in subsequent fiscal periods, following procedures described in paragraph D of this Special Condition.

- C. Reduction of Award: Department may unilaterally reduce the award of funds subject to this special condition if average monthly levels of generated FFP are not maintained at least at the levels required in paragraph B.2.a. of this Special Condition. In making any such reduction, the following policies and procedures will apply:
1. The amount of the reduction will be consistent with the amount of the FFP deficit. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction, or at Department's option, Department may effect the reduction through adjustments to DD53 payments.
 2. Any overpayment of Local Matching Funds resulting under the provisions of C.1., above, will be used to offset Local Matching Funds required in subsequent fiscal periods, following procedures described in paragraph D., Overpayment of Local Funds, below.
- D. Overpayment of Local Funds: Department will not refund any overpayment of County Local Matching Funds, as a result of actions described in paragraphs B and C of this Special Condition, or for any other reason, to County. Instead, to the extent of any overpayment of County Local Matching Funds to Department, Department will reduce Local Matching Funds required by County under the next biennial Agreement between the Department and County which awards funds for DD53 services that include a local match.
- E. Except as modified above, this special condition does not alter the requirements stated under Payment Procedures for DD53 in Exhibit A of the Agreement.

PART II: AMENDMENT NARRATIVE:

This amendment: 1) adds Special Conditions language included in State's Amendment 1 to 2001-2003 Financial Assistance Agreement #26-001 with Multnomah County and 2) alters service lines to differentiate matched from non-matched funding allocation per captioned Special Conditions. Fiscal impact does not change overall funding level.

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

MULTNOMAH COUNTY

TRI-MET

BY *Lorenzo Gomez* 10/9/01
Director, Dept of Community & Date
Family Services

BY _____
Agency Authorized Signer Date

BY *Diane M. Linn* 10.25
Diane M. Linn Date
Multnomah County Chair

REVIEWED:

THOMAS SPONSLER, County Attorney for
Multnomah County, Oregon

By *Katie Guff* 10/9/01
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # 0-3 DATE 10.25.01
DEB BOGSTAD, BOARD CLERK



IGA Contract

ATTACHMENT A

Vendor Address
TRI-MET 4012 SE 17TH AVE PORTLAND OR 97202

Information	
Contract Number	4600002445
Date	07/01/2001
Vendor No.	23259
Contact/Phone	CFS DD Services /
Validity Period:	07/01/2001 - 06/30/2002
Minority Indicator:	Not Identified

Estimated Target Value: 1,697,008.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
	<i>Previous contract no. 4600000779</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i> <u>AMENDMENT #1</u> <i>Item 1 is adjusted to reflect non-matched portion of funding allocation</i> <i>Item 2 created to reflect matched portion of funding allocation.</i> <i>AMENDMENT 1 ENTAILS NO CHANGE IN OVERALL CONTRACT FUNDING LEVEL</i>			
0001	H82500002 Transportation - Dev Disabled (USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA Monthly Allotment/Service Capacity Non-Matched Funding Allocation	415,870.200	Dollars	\$ 1.0000
0002	H82500002 Transportation - Dev Disabled (USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA Monthly Allotment/Service Capacity Matched Funding Allocation	1,281,138.120	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700

Phone: (503) 988-5111
Fax: (503) 988-3252

AMENDMENT 1

Page 1 of 2

Release Order
ATTACHMENT A

Vendor Address

TRI-MET
4012 SE 17TH AVE
PORTLAND OR 97202

Information

Release Order	4500016271
Date	07/01/2001
Vendor No.	23259
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i> <i>Previous contract no. 4600000779</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i> <u>AMENDMENT #1</u> <i>Item 1 is adjusted to reflect non-matched portion of funding allocation</i> <i>Item 2 created to reflect matched portion of funding allocation.</i> <i>AMENDMENT 1 ENTAILS NO CHANGE IN OVERALL CONTRACT FUNDING LEVEL</i>				
0001	H82500002 Transportation - Dev Disabled (USD) Tracking Number: IGA WBS: DDSD DAY TRA 53 Release order against contract 4600002445 Item 00001 Monthly Allotment/Service Capacity Non-Matched Funding Allocation	415,870	USD	\$ 1.0000	\$ 415,870.00



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700

Page 2 of 2

Phone: (503) 988-5111

Fax: (503) 988-3252

Release Order

Vendor Address

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Release Order	4500016271
Date	07/01/2001
Vendor No.	23259
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0002	H82500002 Transportation - Dev Disabled (USD) Tracking Number: IGA WBS: DDSD DAY TRA 53 Release order against contract 4600002445 Item 00002 Monthly Allotment/Service Capacity Matched Funding Allocation	1,281,138	USD	\$ 1.0000	\$ 1,281,138.00
				Total	<hr/> \$ 1,697,008.00 <hr/>



TRI-MET

4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202
(503) 238-RIDE

To Whom It May Concern:

Tri-Met self-insures all commercial general liability and automobile liability exposures. Subject to ORS 30.260 to 30.300 liability shall not exceed:

- \$50,000 for damage to or destruction to property arising out of a single occurrence.
- \$100,000 to any claimant as general and special damages arising out of a single occurrence unless those damages exceed \$100,000 in which case the claimant may recover additional special damages up to a total of an additional \$100,000.
- \$500,000 for any number of claims arising out of a single accident or occurrence.

Workers Compensation exposures are self-insured as authorized by the State of Oregon.

If any additional information is required, I can be reached at **503-962-4886**.

Sincerely,

Karen Frey
Director of Risk Management

MEETING DATE: October 25, 2001
AGENDA NO: C-4
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Portland Development Commission to continue to be fiscal agent for the Regional Investment Board

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSCD DIVISION: Admin-Community Econ Develop
CONTACT: Steve Pearson TELEPHONE #: 503 988 3278
BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Extension of Intergovernmental Agreement 0110993 with Washington County and the City of Portland, Portland Development Commission Authorizing Portland Development Commission to Continue Providing Administrative and Fiscal Services as Fiscal Agent for the Regional Investment Board

10/26/01 ORIGINALS TO STEVE PEARSON

SIGNATURES REQUIRED:

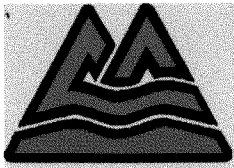
ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 OCT 17 PM 5:01
CLERK OF
MULTNOMAH COUNTY
OREGON



Department of Sustainable Community Development
MULTNOMAH COUNTY OREGON

501 SE Hawthorne Blvd, Suite 320
Portland, Oregon 97214
(503) 988-5000 phone
(503) 988-3048 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Steve Pearson-Community Economic Development
Department of Sustainable Community Development

DATE: October 17, 2001

RE: Extension of IGA with Portland Development Commission to
continue as fiscal agent for the Regional Investment Board

1. Recommendation/Action Requested:

Approve the Intergovernmental agreement. This continues the role Portland Development Commission (PDC) has performed for the previous two years for Multnomah and Washington Counties.

2. Background/Analysis:

The Oregon Economic and Community Development Department administers financial assistance to regions of the State of Oregon for economic and community development under ORS 285B.230-285B.263 and 285B.269 plus administrative rules. The Department has established Washington and Multnomah Counties as a "Region". The Counties have an IGA (Attachment A to the IGA) establishing the Regional Investment Board and designating that a fiscal agent will be established to assist the Board in implementing and administering the investment plan of the Board.

Portland Development Commission (PDC) acted as the fiscal agent for the previous biennium. PDC provided directly the fiscal services and contracted with Portland State's Institute of Portland Metropolitan Studies for specific services to the Board (Attachment B to the IGA). This IGA extension contemplates the same arrangement.

3. Financial Impact:

Administrative costs paid by the grant for the biennium are equal to 10 percent of the grant award. The grant award for the biennium is \$2,092,371 of which \$209,200 is allocated to the fiscal agent for use to cover its costs plus those of its subcontractors. There is no direct financial impact on the County. Additionally, the contract contemplates setting aside \$25,000 as contingency in the event that some of the grants require significant reporting, fiscal transactions, or contract maintenance and monitoring beyond the end of the current biennium.

4. Legal Issues:

None known

5. Controversial Issues:

None known.

6. Link to Current County Policies:

This IGA takes advantage of expertise already existing at PDC to provide quality service at a reasonable cost.

7. Citizen Participation:

The Board is comprised of citizens and encourages widespread participation in its RFP process.

8. Other Government Participation:

We are partnered with Washington County to establish the Board. We will be using PDC for their expertise and, through them, PSU.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0110993
Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p align="center">AGENDA # <u>C-4</u> DATE <u>10-25-01</u> DEB BOGSTAD, BOARD CLERK</p>

Department: DSCD Division: Admin Date: 10/04/01
 Originator: Steve Pearson Phone: 503 988 3278 Bldg/Rm: 503/320
 Contact: Steve Pearson Phone: 503 988 3278 Bldg/Rm: 503/320
 Description of Contract: IGA between Wash Co and Mult Co with PDC to continue to be fiscal agent for Regional Investment Board

RENEWAL: X PREVIOUS CONTRACT #(S): 0110993
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR # _____

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Robert Alexander</u>	Steve Pearson
Address <u>Portland Development Commission</u>	Remittance address _____
<u>1900 SW Fourth Ave, Suite 7000</u>	(If different) _____
<u>Portland, OR 97201</u>	
Phone <u>503 823 3248</u>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>October 31, 2001</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2004</u>	<input checked="" type="checkbox"/> Other \$ <u>None</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>0 no</u>	
Total Amt of Previous Amendments \$ _____	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <u>0 no</u>	Encumber <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager Mic O'Sh DATE 10/17/01
 Purchasing Manager _____ DATE _____
 (Class II Contracts Only)
 County Attorney Sandra Deffy DATE 10-17-01
 County Chair Chair DATE 10-25-01
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

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

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

FISCAL AND ADMINISTRATIVE SERVICES AGREEMENT

This Fiscal and Administrative Services Agreement (this "Agreement") is made and entered into as of October 31, 2001, (the "Effective Date") by and between Multnomah and Washington Counties (each, a "County" and, collectively, the "Counties") and the City of Portland, acting by and through the Portland Development Commission (the "Contractor").

RECITALS

WHEREAS, the Oregon Legislative Assembly enacted ORS 285B.230 to 285B.263 and 285B.269 (together with the administrative rules adopted by the Oregon Economic and Community Development Department thereunder, the "Act") to provide financial assistance to regions of the State of Oregon for economic and community development;

WHEREAS, in accordance with ORS 285B.236(3) the Oregon Economic and Community Development Department (the "Department") has established the geographic area encompassed by the Counties as a region (the "Region") for purposes of the Act;

WHEREAS, the Counties have, as required by ORS 285B.242(1) and through that certain Intergovernmental Agreement by and among the Counties, a copy of which is attached hereto as Exhibit A (the "Intergovernmental Agreement"), established a regional board (the "Board") to develop a regional investment plan for the Region and implement the regional investment plan with financial assistance from the Department; and

WHEREAS, the Counties desire to obtain administrative and fiscal services for the Board; and

WHEREAS, Contractor desires to provide administrative and fiscal services for the Board with the assistance of Portland State University ("Subcontractor").

NOW, THEREFORE, in accordance with the mutual promises set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Fiscal and Administrative Services

In accordance with the terms and conditions of this Agreement and subject to the direction and oversight of the Board, Contractor or Subcontractor shall provide the fiscal and administrative services described herein to the Board. Without limiting the generality of the immediately preceding sentence, Counties hereby appoint Contractor to receive, hold and disburse monies to be paid to the Region and the Board by the Department for the purposes of and in accordance with the Act. Contractor's duty of performance hereunder is owed to each of the Counties.

2. Staff Support for the Board

Contractor or Subcontractor shall provide all necessary or appropriate staff support for the Board in the conduct of the Board's business. Specifically, and without limiting the generality of the immediately preceding sentence, Contractor or Subcontractor shall:

- 2.1 Notify Board members and the public of all meetings of the Board as required by the Intergovernmental Agreement and the Oregon Public Meetings Law.
- 2.2 Prepare and distribute agendas and other Board meeting materials.
- 2.3 Take minutes of all Board meetings as required by the Oregon Public Meetings Law.
- 2.4 Maintain minutes of Board meetings and other records of the Board in accordance with the Oregon Public Records Law and the administrative rules of the Oregon State Archives.
- 2.5 Prepare reports for the Board as requested from time to time.

3. Preparation of Regional Investment Plan

Consistent with the Act and the Region's economic and community development priorities as identified by the Board, Contractor or Subcontractor shall prepare a proposed regional investment plan, including a rural action plan as appropriate (the "Regional Investment Plan"), for review and approval by the Board and assist the Board in obtaining the Counties' and the Governor's or a Regional Partnership's approval, as appropriate, of the Regional Investment Plan (when so approved, the "Approved Regional Investment Plan"). Contractor or Subcontractor shall revise the Regional Investment Plan as necessary to address comments of the Counties or the Economic and Community Development Commission and update the Regional Investment Plan as necessary to include biennial implementation plans.

4. Receipt and Administration of Funds

Within forty five (45) days of execution of this Agreement, Contractor shall enter into a contract with the Department ("Department Grant Contract") for receipt and administration of regional investment fund and rural investment fund moneys made available by the Department to the Region and the Board, under the Act, for purposes of developing the Regional Investment Plan and implementing the Approved Regional Investment Plan (together with any income or interest earned thereon, the "Regional/Rural Funds"). Contractor or Subcontractor shall perform and discharge all of its obligations under the Department Grant Contract and otherwise comply with the terms and conditions of the Department Grant Contract. Contractor agrees and acknowledges that the Regional/Rural Funds are public funds of the Counties and that Contractor has no proprietary right or interest therein. Contractor shall act as a custodian of the Regional/Rural Funds and agrees that this Agreement places it in a fiduciary relationship with

the Counties. All Regional/Rural Funds held by Contractor under this Agreement are held for the purposes specified in this Agreement and shall be expended, transferred or disbursed only as provided in this Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Contractor or Subcontractor. Until Contractor expends, disburses or transfers the Regional/Rural Funds in accordance with this Agreement, Contractor shall place all Regional/Rural Funds in a segregated account in a qualified depository as described in ORS 295.025 and otherwise comply with the provisions of ORS Chapter 295 in the administration of the Regional/Rural Funds. When depositing Regional/Rural Funds in a depository in accordance with ORS 295.025, Contractor shall specifically identify the funds as public funds of the Counties and that Contractor is holding the Regional/Rural Funds for the benefit of the Counties. Contractor shall maintain discrete accounting policies and records with respect to the receipt, expenditure, transfer and disbursement of Regional/Rural Funds. Contractor may expend, disburse or otherwise transfer the Regional/Rural Funds only with the prior approval of and in accordance with the instructions of the Board.

5. Implementation of Regional Investment Plan

Upon amendment of the Department Grant Contract to include the Approved Regional Investment Plan, Contractor or Subcontractor shall implement the Approved Regional Investment Plan. Specifically, and without limiting the generality of the immediately preceding sentence, Contractor or Subcontractor shall:

5.1 Assist the Board in developing a budget for expenditure of the Regional/Rural Funds consistent with the Approved Regional Investment Plan.

5.2 Develop application materials and procedures to permit individuals and entities to apply to the Board for Regional/Rural Funds for proposed projects or activities implementing the Approved Regional Investment Plan.

5.3 Receive and review all applications for Regional/Rural Funds and make recommendations to the Board on approval or denial of the applications. If the Board approves an application, Contractor shall enter into appropriate contracts ("Financial Assistance Contracts") with the applicant (the "Recipient") pursuant to which financial assistance in the form of Regional/Rural Funds will be provided to the Recipient for the proposed project or activity. Every Financial Assistance Contract must provide the Contractor with the right, upon notice to the other party to the Financial Assistance Contract, to assign all of its rights and delegate all of its duties under the Financial Assistance Contract to any of the Counties or to a successor entity providing fiscal and administrative services to the Board. Every Financial Assistance Contract shall also provide that the Counties are named as third party beneficiaries with the right to assert contract terms in the event this Agreement is terminated. Contractor shall obtain appropriate legal review of all Financial Assistance Contracts. Contractor agrees and acknowledges that all Financial Assistance Contracts and all of Contractor's rights thereunder are for the benefit of the Counties and Contractor has no proprietary right or interest therein. Financial Assistance Contracts and Contractor's rights thereunder shall

not be subject to levy or attachment or lien by or for the benefit of any creditor of Contractor.

5.4 Administer all Financial Assistance Contracts in accordance with their terms (including but not limited to, the filing and recording of all documents as necessary or appropriate).

5.5 Monitor each Recipient's compliance with the terms and conditions of the Financial Assistance Contracts and recommend appropriate action to the Board in the event of a Recipient's non-compliance.

5.6 In the event of a Recipient's non-compliance with the terms and conditions of a Financial Assistance Contract, take all enforcement action authorized by the Board.

5.7 Deposit and administer in accordance with section 4, any financial assistance repaid to Contractor under a Financial Assistance Contract (whether such repayment is pursuant to the terms and conditions of a loan, or otherwise). If, as a result of a Financial Assistance Contract or Contractor's exercise of its rights thereunder, Contractor comes into possession of any real or personal property other than money ("Resulting Property"), Contractor shall hold such Resulting Property solely for the benefit of the Counties. Contractor agrees and acknowledges that it has no proprietary right or interest in any Resulting Property and will indicate on all deeds, certificates of title and other instruments or documents evidencing any ownership interest in or right to any Resulting Property, that Contractor is holding the Resulting Property in trust for the benefit of the Counties, and any ownership interest is jointly held by the Counties. Resulting Property shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Contractor.

6. Evaluation of Performance of Approved Regional Investment Plan

Contractor or Subcontractor shall assist the Board in evaluating the performance of the Approved Regional Investment Plan against the benchmarks included in the Approved Regional Investment Plan in accordance with ORS 285B.239 and the interim indicators of performance agreed to by the Board and the Economic and Community Development Commission. Contractor or Subcontractor shall prepare periodic reports on the performance of the Approved Regional Investment Plan as required by ORS 285B.239(7) and, upon the Board's approval of the reports, submit the reports to the Counties, the Commission, the Governor and the Legislative Assembly.

7. Compensation

7.1 Contractor may withdraw from the account containing the Regional/Rural Funds for the 2001-03 biennium, \$104,600 upon execution of this Agreement and an additional \$104,600 on July 1, 2002 ("Fee") as compensation for all services rendered by Contractor and Subcontractor between July 1, 2001 and June 30, 2003. Contractor agrees and

acknowledges that the Fee represents full and complete compensation for Contractor and Subcontractor services rendered under this Agreement; that Contractor has no claim for any sum from the Regional/Rural Funds account other than the right to withdraw the Fee as described herein; and that Contractor shall not seek any compensation or remuneration directly from any County and no County shall have any liability or obligation directly to Contractor for payment of compensation or remuneration for Contractor services rendered hereunder. If there are insufficient Regional/Rural Funds to cover the Fee, Contractor may terminate this Agreement in accordance with section 11.3.2.

7.2 Program costs beyond June 30, 2003. Counties will direct the Board to set aside \$25,000 from the Regional/Rural Funds as a contingency to cover the costs associated with program administration, project oversight and monitoring for any projects approved by the Board at the end of the 2003-03 Fiscal Year and/or for any ongoing reporting requirements imposed by the Board that extend beyond June 30, 2003.

8. Representations and Warranties of Contractor

Contractor represents and warrants to each of the Counties that:

8.1 Contractor is a government entity duly organized and validly existing under the laws of Oregon. Contractor has full power and authority to transact the business in which it is engaged, and full power, authority and legal right to execute, deliver and perform this Agreement.

8.2 The making and performance by Contractor of this Agreement and the performance of Contractor hereunder (a) have been duly authorized by all necessary action of Contractor, and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or Contractor's articles of incorporation or other organizational documents.

8.3 This Agreement, when executed and delivered by Contractor, shall constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

9. Books and Inspection

Contractor shall keep proper books of account and records on the receipt and administration of the Regional/Rural Funds and on the implementation of the Approved Regional Investment Plan. Contractor shall maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records for at least three years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

Contractor shall permit any County and/or its duly authorized representatives to review and make excerpts and transcripts of its books of account and records with respect to the receipt and administration of the Regional/Rural Funds and the implementation of the Approved Regional Investment Plan. Access to these books of account and records is not limited to the required retention period. Each County shall have access to the books of account and records at any reasonable time for as long as these books of account and records are maintained.

10. Indemnification

Contractor shall defend, save, hold harmless and indemnify each of the Counties and their officers, agents, and employees from, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, agents and contractors under this Agreement. Each of the Counties shall defend, save, hold harmless and indemnify the Contractor, the City of Portland and each of their respective officers, agents and employees from and against all claims, suits, actions, losses damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the Counties or the Board.

The above-stated obligations are expressly subject to the limitations of the Oregon Tort Claims Act.

11. Term and Termination

This Agreement shall be in full force and effect from the Effective Date until terminated in accordance with this section 11.

11.1 The Counties, acting jointly, may terminate this Agreement as follows:

11.1.1 Upon 90 days advance written notice to Contractor.

11.1.2 Upon 30 days advance written notice to Contractor if Contractor fails to perform or discharge any obligations of Contractor hereunder or if any of Contractor's representations or warranties set forth herein were incorrect in any material respect when made.

11.1.3 Immediately upon notice to Contractor, if Contractor fails to deposit and administer the Regional/Rural Funds in accordance with section 4.

11.1.4 Immediately upon notice to Contractor if:

11.1.4.1 Contractor (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or of all or any substantial part of its assets, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due (iii) makes a general assignment for the benefit of its creditors, (iv)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated a bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or

11.1.4.2 A proceeding or case is commenced, without the application or consent of Contractor, seeking (i) the liquidation, dissolution or winding-up, or the composition or adjustment of debts, of Contractor, (ii) the appointment of a receiver, custodian, trustee, liquidator, or the like of Contractor or of all or any substantial part of its assets, or (iii) similar relief in respect to Borrower under any law relating to insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed and unstayed, or an order of relief against Contractor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

11.2 Contractor may terminate this Agreement as follows:

11.2.1 Upon 90 days advance written notice to each County.

11.2.2 Upon 30 days advance written notice to each County if there are insufficient Regional/Rural Funds to cover the current Monthly Fee.

12. Effect of Termination

Upon termination of this Agreement and as directed by the Counties, Contractor shall:

12.1 Unless other disposition is required by the Department Grant Contract, transfer all Regional/Rural Funds then in possession or subsequently received by Contractor (including the pro rata portion of monies paid to Contractor for services not rendered due to termination) to the persons or entities designated by the Counties and provide the Counties with an accounting of all funds spent in that Fiscal Year.

12.2 Deliver possession of all Resulting Property to the persons or entities designated by the Counties and provide all notices, execute all agreements, documents and instruments and take all other action necessary or appropriate to assign all right, title and interest in and to the Resulting Property to the persons or entities designated by the Counties.

12.3 Provide all notices, execute all agreements, documents and instruments and take all other action necessary or appropriate to assign all of Contractor's rights and delegate

all of Contractor's duties under all Financial Assistance Contracts to the persons or entities designated by the Counties.

12.4 Deliver possession of all documents, records and materials related to or arising from the Board operations or Contractor's performance of services hereunder ("Operational Materials"), including but not limited to all books of account and records described in section 9, to the persons or entities designated by the Counties.

12.5 Pending the completion of the events described in sections 12.1 to 12.4 above, continue to hold and administer all Regional/Rural Funds, Resulting Property, Financial Assistance Contracts and Operational Materials as provided in this Agreement.

12.6 Cooperate with any successor person or entity designated by the Counties to provide fiscal and administrative services to the Board, to ensure a smooth transition in the delivery of services.

12.7 Take all additional action as reasonably requested by the Counties to wind up Contractor's activities under this Agreement.

13. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of Contractor hereunder.

14. Notice

Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a party at the address set forth below. Any notice so addressed and mailed shall be deemed to be given five days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice by personal delivery shall be deemed to be given when actually delivered. A party may change its address for notices hereunder by the notifying each other party in accordance with this section.

WASHINGTON COUNTY

Dennis Mulvihill
Washington County
150 North First Avenue
Hillsboro, OR 97124

MULTNOMAH COUNTY

Steve Pearson
Multnomah County
Community Economic Development Program
501 SE Hawthorne, Suite 320
Portland, OR 97214

PORTLAND DEVELOPMENT COMMISSION

Michael Ogan
Portland Development Commission
1900 SW Fourth Avenue, Suite 7000
Portland, OR 97201-5304

15. Severability

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

16. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

17. Subcontracts, Assignment and Successors and Assigns

The parties specifically agree that the Contractor will contract with Portland State University (PSU) to provide many of the Contractor's responsibilities described in this Agreement. A breakdown of PSU's duties are outlined in Exhibit B, attached. Further, Contractor may subcontract with other parties at Contractor's discretion to obtain expertise as needed.

This Agreement shall be binding upon and shall inure to the benefit of the Counties, and their respective successors and permitted assigns, if any.

18. Integration and Amendment

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter hereof. This Agreement may not be amended except in writing executed by the each of the parties.

19. Waiver

No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provisions or any other provisions. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

20. Governing Law, Venue and Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding (collectively, "Claim") between the parties hereto that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided however, that if a Claim must be brought in a federal forum, then its shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

21. Time is of the Essence

The parties agree that time is of the essence under this Agreement.

22. Conflicts

In the event there exists a conflict between a term or provision of this Agreement and a term or provision of the Department Grant Contract, the Department Grant Contract shall control.

23. Survival

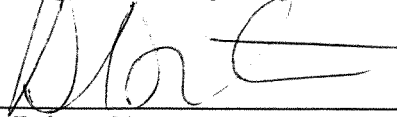
The provisions of sections 8, 9, 10 and 12 through 23 shall survive termination of this Agreement.

24. Incorporation of Exhibits

Each Exhibit referenced herein is hereby incorporated into this Agreement by this reference.

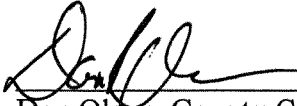
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above:

Washington County



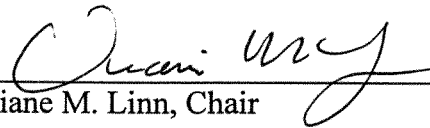
Dave Maertens Sr. Deputy County Admin.

Reviewed:



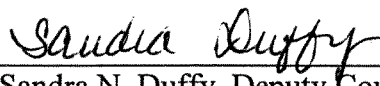
Dan Olsen, County Council of Attorneys
for Washington County

Multnomah County



Diane M. Linn, Chair

Reviewed;



Sandra N. Duffy, Deputy County Attorney
Of Attorney for Multnomah County

Portland Development Commission

Donald F. Mazziotti, Executive Director

Approved as to form:

Cadence Moylan, Assistant General Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10.25.01
DEB BOGSTAD, BOARD CLERK

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into under the authority of ORS 285B.230 to 285B.269 by and between the Counties of Multnomah and Washington (herein referred to as "the Counties").

RECITALS

WHEREAS, in accordance with ORS 285B.236(3) the Oregon Economic and Community Development Department (the "Department") has established the geographic area encompassed by the Counties as a region (the "Region") for purposes of the Act, and

WHEREAS, the Region agrees to participate in the State of Oregon's Regional and Rural Investment Program for the purposes defined in the Regional Economic Act of 1999 and as established in OAR 123-055-0100 through 123-057-0910, and;

WHEREAS, ORS 285B.242(1) requires the Counties to designate a regional board to develop a regional investment plan for the Region in accordance with ORS 285B.239 and perform certain other duties with respect to the Region as set forth in the Act; and

WHEREAS, the Counties wish to establish and designate the regional board for the Region through this Agreement, and

WHEREAS, the Counties agree to explore and pursue if feasible, the development of a regional partnership as defined in OAR 123-055-0501 through 0525, and

WHEREAS, the Counties agree to explore and pursue if feasible, multi-region projects that meet the criteria set forth in OAR 123-057-530 and;

NOW, THEREFORE, in consideration of the mutual premises set forth herein, the parties agree as follows:

AGREEMENT

1. Establishment of Regional Board

In accordance with ORS 285B.242(1), the Counties hereby establish the Multnomah and Washington County Regional and Rural Investment Board (the "Board") as the board for the Region. The Board shall consist of 12 members. The Board shall consist of 12 members. Each county shall appoint six (6) members of the Board. One (1) representative for rural interest, two (2) for business interests, one (1) for community development, one (1) for economic development, and one (1) for regional interests.

2. Board Member Term of Office

Of each County's initial appointees to the Board, three (3) shall serve until December 31, 2001 and the remainder shall serve until June 30, 2002. Each County shall set forth in the

appointing instrument, the term of office of its initial appointees. All subsequent appointees to the Board shall serve a term of two years from the date of appointment. Board members are eligible for reappointment.

3. Board Member Removal and Resignation

A Board member may resign at any time effective upon written notice to the appointing County at the address set forth below, or effective on such later date as may be specified in the notice. All Board members serve at the pleasure of the appointing County and the appointing County may remove its Board members at any time effective upon written notice to the Board member at the member's address set forth in the Board's records, or effective on such later date as may be specified in the notice. No Board member may be removed from the Board except by the appointing County in accordance with this section.

4. Board Vacancies

All Board vacancies shall be filled by the County that appointed the member. Each County shall use its best efforts to fill a vacancy within thirty (30) days.

5. Board Officers

The Board shall elect a chair and vice-chair from among members. The chair and vice-chair shall serve in such capacity for one year and are eligible for re-election. The chair or, in the absence of the chair, the vice-chair shall preside over all meetings of the Board.

6. Quorum and Voting

Each Board member shall have one vote. Seven (7) of the Board members shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a properly noticed meeting at which there is a quorum shall be the act of the Board.

7. Board Meetings

7.1 Meetings of the Board shall be held at such place and time as may be designated from time to time by the Board or other person calling the meeting. The Board shall meet at least six times annually.

7.2. Regular meetings of the Board may be fixed by resolution of the Board and no notice thereof to Board members other than the existence of such resolution is required.

7.3. Special meetings of the Board may be called at any time by the chair, vice-chair or any four members. Notice of the time and place of special meetings shall be provided to each Board member not less than 24 hours prior to the commencement of the meeting.

7.4. The notice provisions of this section are not intended to alter or modify any additional or more restrictive notice requirements of the Oregon Public Meetings Law.

8. Power and Authority of the Board

The Board may, in accordance with the Act, applicable Administrative Rules and the separate fiscal entity agreement:

- 8.1 Develop and modify, if necessary, a proposed regional, investment plan (the "Regional Investment Plan) for the Region and update the Regional Investment Plan as necessary to include a biennial implementation plan.
- 8.2 Update the Regional Investment Plan as necessary to include a rural action plan
- 8.3 Implement the Regional Investment Plan after it has been approved by the Counties and the Governor or a regional partnership in accordance with ORS 285B.242.
- 8.4 Adopt policies for expenditure of regional investment fund and rural investment fund monies received by the Region from the Department under the Act ("Regional/Rural Moneys"), Such policies must be consistent with the Act, this Agreement and the approved Regional Investment Plan.
- 8.5 Approve expenditure of Regional/Rural Moneys, including but not limited to, expenditure of Regional/Rural Moneys on projects or activities implementing the approved Regional Investment Plan. Preference shall be given to projects that generate matching funds or in-kind support from other sources. All expenditures must be consistent with the approved Regional Investment Plan.
- 8.6 Adopt bylaws to govern the conduct of the Board. Bylaws must be consistent with the Act and this Agreement.
- 8.7 Exercise such other powers as may be vested in the Board by the Act, this Agreement or as are necessary or appropriate for the conduct of the Board's business as described in this Agreement or as required by statute or administrative rule.

9. Fiscal Responsibilities

A fiscal entity created or designated by separate agreement of the counties shall be responsible for assisting the Regional Board in developing, implementing and administering the Investment Plan. This agreement shall specify the corporate, legal and fiscal functions and duties of the fiscal entity, the relationship of the fiscal entity and the board and the powers and responsibilities of the board over the fiscal entity.

10. Compliance with Applicable Law

The Counties and the Board shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Counties and the activities of the Board hereunder. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

11. Term and Termination

- 11.1 This Agreement shall be in full force and effect from the Effective Date until terminated by a County in accordance with this section.
- 11.2 Any County may terminate this Agreement upon ninety (90) days advance written notice to the other County.
- 11.3 Upon receipt of notice of termination, the Board shall conduct an orderly winding-down of its affairs. Upon termination of this Agreement, the Board's existence shall cease; provided, however, that termination of this Agreement shall not affect the validity of any Board action otherwise properly taken prior to the termination of this Agreement.

12. Notice

Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a County at the address set forth below or to a Board member at the address maintained in the Boards records for such member. Any notice so addressed and mailed shall be deemed to be given five days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice by personal delivery shall be deemed to be given when actually delivered. A County may change its address for notices hereunder by notifying each other County in accordance with this section. A Board member may change its address for notices hereunder by notifying the appointing County in accordance with this section. The notice provisions of this section are not intended to alter or modify any additional or more restrictive notice requirements of the Oregon Public Meetings Law. The address for each County is as follows:

Washington County
Administrative Office
155 North First Avenue
Suite 300
Hillsboro, Oregon 97124

Multnomah County
Portland Building
1120 Southwest Fifth Avenue
Suite 1515
Portland, Oregon 97204

13. Severability

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

14. **Assignment and Successors and Assigns**

No County may assign or transfer any of its interest in this Agreement or delegate any of its duties under this Agreement without the prior written consent of each other County. This Agreement shall be binding upon and shall inure to the benefit of the Counties, and their respective successors and permitted assigns, if any.

15. **Integration and Amendment**

This Agreement constitutes the entire agreement of the Counties relating to the subject matter hereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among Counties relating to the subject matter hereof. This Agreement may not be amended except in writing executed by the each of the Counties.

16. **Waiver**


No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving County. No failure by any County to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach of such provisions or any other provisions. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

17. **Governing Law**


This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the last date of execution set forth below.


Washington County


Tom Brian, Chair

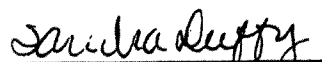
Reviewed:


Dan Olsen, County Counsel
Of Attorneys for Washington County

Multnomah County


Beverly Stein, Chair

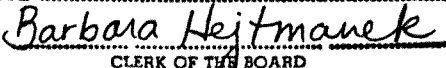
Reviewed:

 9.6.00
Sandra Duffy, Deputy County Attorney
Of Attorneys for Multnomah County

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 00-451

DATE 9-26-00

BY 
CLERK OF THE BOARD

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-6 DATE 9/14/00
DEB BOGSTAD
BOARD CLERK

EXHIBIT B

PORTLAND STATE UNIVERSITY SCOPE OF WORK

The Institute of Portland Metropolitan Studies will:

- 1) Provide staff support for the Regional Investment Board of Multnomah and Washington Counties, including working with leadership to develop meeting agendas, arranging meeting times and places, developing materials in support of agendas, sending materials to members in advance of meetings, facilitating meeting discussions, presenting technical and other information to the Board, developing meeting minutes and a record of all Board decisions, and creating a web page to provide information about Board meetings and actions, and other tasks needed to ensure the efficient and effective functioning of the Board in the discharge of its duties as specified in both state law and the Intergovernmental Agreement establishing the Regional Investment Board signed by Multnomah and Washington Counties.
- 2) Write a draft Regional Investment Plan for Regional Investment Board review, modification and approval, and ensure that the plan is developed in a manner consistent with Oregon Economic and Community Development Department guidelines. Activities associated with writing the plan will include compilation of other relevant plans and policy statements, consultation with local economic and community development professionals, development of a strategy for meeting program expectations for consultation with minority groups, developing a process for monitoring progress and updating the plan, and other activities necessary for both meeting the objectives of the state program and completing the plan in an expeditious manner.
- 3) Develop and work with the Portland Development Commission to implement a strategy for identifying and making awards consistent with the plan, and for working with grantees to ensure that stated project milestones are being met and outcomes are achieved.
- 4) Coordinate and communicate on a regular basis with County and PDC staff assigned to this project to identify issues needing resolution, monitor progress and outcomes, and coordinate communication with local elected bodies, potential partners for multiregional efforts, the Oregon Economic and Community Development Department, and the State Legislature. Contact with the State will primarily be the responsibility of PDC and the partner Counties.

MEETING DATE: October 25, 2001
AGENDA NO: UC-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments and Reappointments to Regional Investment Board

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

REGULAR MEETING: DATE REQUESTED: October 25, 2001
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Steve Pearson TELEPHONE #: (503) 988-3278
BLDG/ROOM #: 501/300

PERSON(S) MAKING PRESENTATION: Chair Diane Linn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointments of Maria Rojo de Steffey, Paul Ip and reappointments of Bud Caverly, Bertha Ferran, Roy Jay and Edwin Golobay to the Regional Investment Board

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

ALL COUNTY
OREGON
01 OCT 18 4:11:45
CLERK OF COUNTY

#1

SPEAKER SIGN UP CARDS

DATE 25 Oct 2001
NAME Beckie Child
ADDRESS 1218 SW Washington #319
PDX OR 97205
PHONE 503 227 - 8496
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC mental health redesign
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 10/25/01
NAME LARRY GALT
ADDRESS 14405 SE 211B
PDX
PHONE 503-262-0939
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC MEAC
GIVE TO BOARD CLERK

PUBLIC TESTIMONY 10/25/2001
re -Multnomah County Animal Control
Larry Gohl Community Observer

Commissioners are elected by the taxpayers and are obligated to respond when the community speaks.

Regarding Multnomah County Animal Control there are several clear community voices :

1. Community observers like myself
2. A \$60,000 Task Force Report by Cogan
3. Animal Support Groups such as Foster Pets
4. Animal Rights Activists
5. Oregon Humane Society

We have had one common message since 1972 :

"There is no need for an agency which catches-cages-and-kills dogs."

The solutions suggested by the task force, animal support groups, activists, Oregon Humane Society and myself are simple and measurable :

1. Increase shelter hours
2. Engage volunteers at the shelter
3. Stop killing dogs

How have the commissioners responded?

1. Budget is frozen
2. Wages/benefits increased 3% this year
3. No measurable standards have been set

May I suggest what is necessary?

1. A measurable, time card-based system for shelter-based volunteers
2. Increase the volunteers until the shelter is open 58 hours per week
3. Reduce animals killed at the shelter from approximately 2,000 per year to only 500

Thank you,

Larry Gohl

email : larry@adventurecruises.com

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

From: LINN Diane M

Sent: Thursday, October 25, 2001 2:20 PM

To: #MULTNOMAH COUNTY ALL EMPLOYEES

Subject: Important Announcements

Today, I would like to share with you two important announcements that will be significant and beneficial for Multnomah County and the services we provide. First, the creation of a new Office of Community School Partnerships whose leadership position I have offered to Lorenzo Poe and secondly, the interim appointment of Jim McConnell as acting director of the Department of Community and Family Services.

One of my top priorities as Chair is to provide support and quality programming for kids and their families to help ensure educational success. The county cannot do this in isolation. School success for our region's children must be supported by all jurisdictions in partnership with the community. We need a clearinghouse to coordinate and support regional initiatives and programs for kids.

The Office of Community School Partnerships will focus on a multi-jurisdictional approach to enhancing educational success for all Multnomah County children. The creation of this office will be part of our budget rebalance process. I have been working closely with Portland City Commissioner Jim Francesconi to identify community needs and coordinate our efforts and resources.

This Office must be led by a dynamic and committed individual who is dedicated to children and has a proven track record of developing successful community partnerships. I can think of no better person to lead this effort than Lorenzo Poe. I have offered the leadership position of this Office to Lorenzo and have had a series of productive and encouraging conversations with him over the past few days. As many of you may already know, Lorenzo is faced with a family emergency. I join the rest of the county in offering my support and encouragement to him during this critical time.

Equally central to my administration is the health and well being of those in our community who depend on our services. The county continues to make progress with the mental health system improvements. It is critically important that we continue to augment our efforts begun with the Board's direction and approval of the Mental Health Redesign. We need to remain focused and committed to improving outreach, access and clinical services for those who are affected by mental illness.

As acting director of the Department of Community Family Services, Jim McConnell will focus his efforts on the area of mental health and will guide the county through the Redesign and improving our delivery of mental health services - countywide. He will direct all other important functions of the department including - the Behavioral Health Division, Verity, our Developmental Disabilities Services Division and the Division of Community Programs and Partnerships. Jim will assume the position as of Monday, October 29. One of the items being considered during this budget process is the possible

consolidation of existing departments. I have complete confidence that Jim will be able to successfully assist with any potential department restructuring.

As I've mentioned since the beginning of the county's budget rebalance, we are exploring a variety of new and innovative ways of doing business. Our region's tenuous economic atmosphere demands that we make tough choices in order to establish a foundation for the county's long-term, financial stability - while always considering our purpose of providing meaningful and essential services to the community and continuing to keep in mind our policy priorities.

I am committed to keeping you updated on developments throughout the budget process. While no final decisions will be made on the overall budget package until the end of November, important incremental adjustments will occur.

We continue to make significant progress towards a stronger and more sound organization. I am encouraged by the amount of valuable employee participation throughout the budget process and by the level of general understanding of the challenges we all face. It is a direct reflection of the quality of people the county employs.

Diane M. Linn
Chair

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MEETING DATE: October 25, 2001
AGENDA NO: R-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Annual Review of Strategic Investment Program with LSI Logic

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Thursday, October 25, 2001

AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: DSCD

DIVISION: Administration

CONTACT: Steve Pearson

TELEPHONE #: 503 988 3278

BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Steve Pearson, Duke Shepard (worksystems, inc)

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Annual Review of Strategic Investment Program with LSI Logic

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: _____

Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 OCT 17 PM 5:55
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

DRAFT

Multnomah County Strategic Investment Program

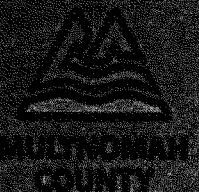
worksystems, inc.

Multnomah County Strategic Investment Program

Annual Report Results to Date

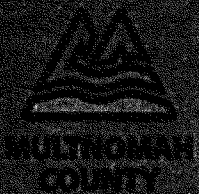
Duke Shepard

worksystems inc.



Strategic Investment Program

- 15 year, performance-based public/ private partnership of Multnomah County, LSI Logic, City of Gresham.
- Measurable job creation, entry-level jobs for local "target populations", retention, promotion, training, education.
- Local procurement plan with measurable increases
- "No impact" environmental goal
- Accountability



2000 Overview

- 2000 was a year of increased global production and expansion for the semiconductor industry.
- Locally, a highly competitive labor market- for high tech in particular.
- LSI Logic entry-level hiring quadrupled from 1999.
- LSI Logic began completion of Central Processing Building.
- LSI Logic local procurement in Oregon topped \$100 million.
- LSI Logic received first ever Oregon "Green Permit."



Local Hiring – Target Populations

Goals

- Referrals that meet LSI Logic's entry-level hiring specifications
- Local residents from East County and outer SE Portland.
- Target Populations (Unemployed, Underemployed, AFS, Oregon High School Grad, School-to-Work, vocational program grad, Oregon 2-4 year college or university.



Methods

- Proactive, aggressive recruitment
- Community-based screening, training, and referral
 - ✓ SE Works, Workforce Connections
- Weekly conference calls with all partners
- Web-based data management



"First Source" Results

Total FSA Hires	164
Unemployed	55
Underemployed	65
AFS Recipients	0
School-to-Work	0
Vocational	1
Oregon High School	13
Oregon Higher Ed.	14
No target information provided	16*

* All Target information provided voluntarily by job-seekers.



LSI Logic 2000 Performance At-A-Glance

Job Creation, Compensation, Retention, and Career Paths

	Meets	Exceeds	Correction	Completed
Job Creation		✓		
First Source Agreement	✓			
FSA Funding	✓			
Childcare	✓			
Transportation	✓			



LSI Logic 2000 Performance At-A-Glance

Community Obligations

	Meets	Exceeds	Correction	Completed
Community Service Fee	✓			
Additional Contributions	✓			
Local Procurement	✓			
Infrastructure and Public Service	✓			
Environmental Management (System)	✓			



LSI Logic 2000 Performance At-A-Glance

Community Obligations

	Meets	Exceeds	Correction	Completed
Toxics/ Hazardous Material Minimization	✓			
Water Conservation and Quality	✓			
Air Quality	✓			
Solid Waster Reduction/Recycling	✓			
Energy conservation	✓			



LSI Logic 2000 Performance

Wages and Payroll

- Non-exempt: \$41,496
- Exempt: \$80,400
- LSI Logic 2000 payroll: \$35.8 million
- 2000 Weighted average payroll (payroll divided by total employees): \$41,031
- Multnomah County average covered wage (1999): \$34,639



LSI Logic 2000 Performance

- The lowest actual wage earned by any manufacturing specialist at LSI Logic in 2000 was \$11.02 per hour (an increase of 8.6% over 1999).
- Base hourly wage of \$9.50 per hour and overtime for any hours worked in excess of eight per day.
- LSI Logic manufacturing operates on 12 hour shifts, 3 days on, 4 days off and vice versa alternating weekly.



LSI Logic 2000 Performance

Average Annual Salary By Classification:

- Administrative \$47,570
- Technician \$67,960
- Manufacturing \$36,833
- Professional \$87,960
- Engineer \$94,780



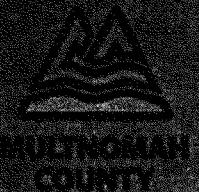
2000 Highlights

- 87% retention rate (SIP Goal 70%).
- 81 of 155 (52%) employed for one-year were promoted (SIP goal 50%).
- 34 received special salary adjustments.
- 83 employees had tuition reimbursed.
 - ✓ 54 for 2- year degrees
 - ✓ 24 for 4-year degrees
 - ✓ 5 for post-graduate degrees.



2000 Highlights

- LSI Logic investment in School-to-Work and MHCC
 - ✓ High school and college internship for students, teachers, and professors.
 - ✓ Employee presentations at local schools.
 - ✓ \$5,000 each to Gresham-Barlow Foundation, Centennial School District, Reynolds High School Foundation .
 - ✓ \$86,216 for to MHCC for operations of the Microelectronics Training Center.
 - ✓ \$148,000 in upgrades to computers, servers, and computer projector in lab.
 - ✓ 255 employees trained in LSI Logic CORE training at MHCC.



2000 Highlights

- LSI Logic Local spending topped \$100 million.
- \$28 million in construction and infrastructure within Multnomah County.
- Completion of Central Processing Building.
- Implant Center – more jobs, more space.



2000 Highlights

Environmental Performance – New Impact Reductions

- Reduced chemicals use: 37,375 gallons.
- Recycled chemicals: 72,000 gallons.
- Air emission reductions: 7,500 lbs.
- Reduction in water use: 375,000 gallons.
- Reduced Solid Waste: 448,000 lbs.
- Recycled Solid Waste: 10,800 lbs.

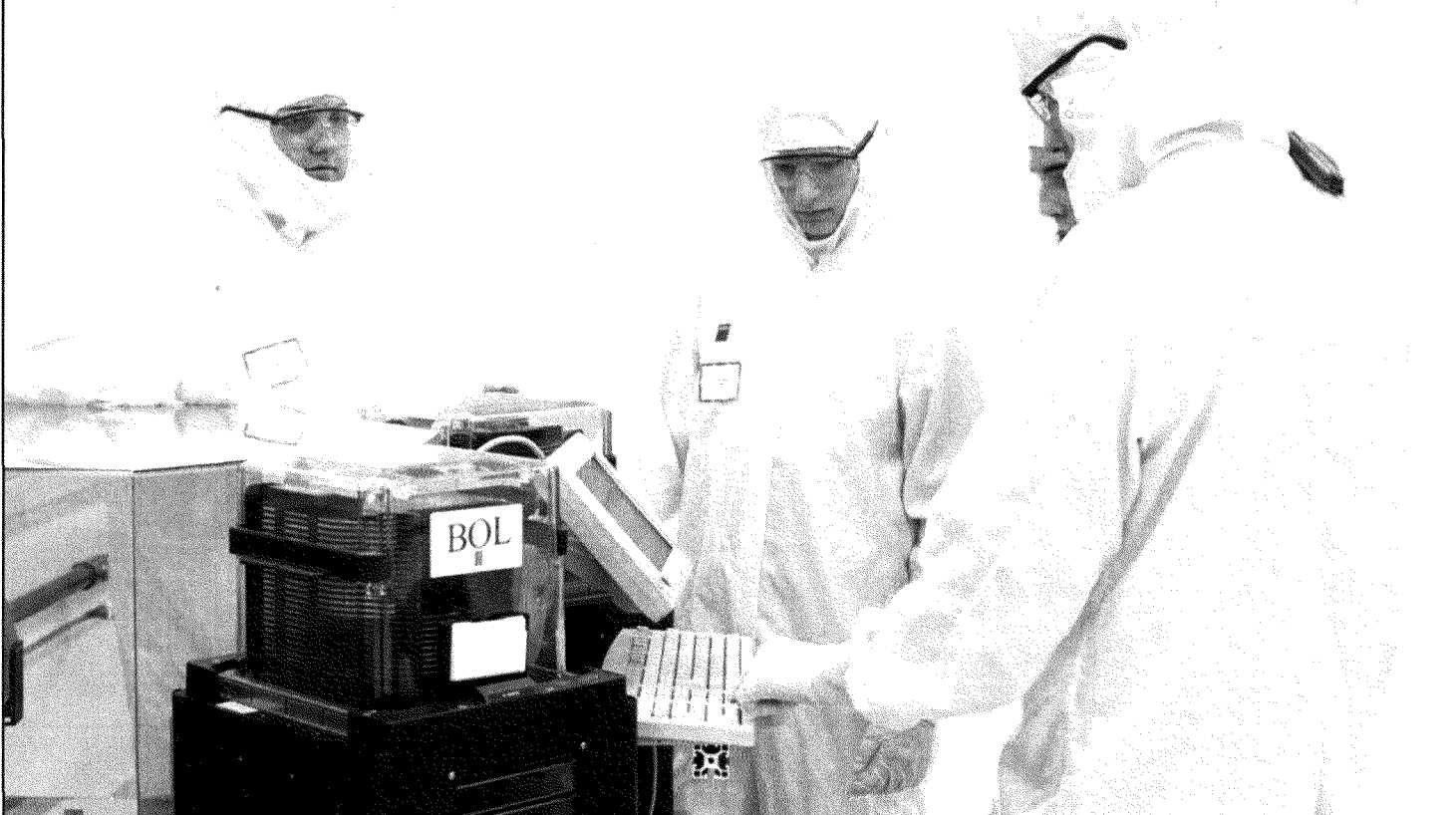


2000 Highlights

- Environmental Performance – Project Evaluations
 - ✓ Wastewater Reclaim/Water Conservation 230,000,000 gallons per year.
 - ✓ Energy Use Reduction 10,000,000 kwh.
 - ✓ Solid Waste Reduction 16,000 lbs.



Performance Year 2000



Credits

The Strategic Investment Program is a 15-year, three-way public/private partnership between Multnomah County, the City of Gresham, and LSI Logic Corporation

SIP Policy, Budget and Performance Oversight

Multnomah County Department of Sustainable Community Development
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Portland, OR 97214

SIP Project Management

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This report produced by worksystems, inc. www.worksystems.org

SIP Community and Operating Partners

worksystems, inc.
Southeast Works, One-Stop Career Center
Workforce Connections, East County One-Stop Career Center
Mt. Hood Community College
Oregon Department of Environmental Quality
Working Solutions, Inc.

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**MULTNOMAH
COUNTY**



Introduction

Executive Summary

In 1995, utilizing the State of Oregon's Strategic Investment Program statute, Multnomah County, the City of Gresham and LSI Logic Corporation entered into a 15-year, public/private partnership agreement governing an anticipated \$4 billion company investment in Gresham. During the course of its five-year existence, the partnership has confronted the challenges of fulfilling public performance expectations (and initial public controversy) while simultaneously reacting to global economic realities.

At the time of its implementation, significant controversy arose surrounding Multnomah County's implementation of the Strategic Investment Program (SIP). Public debate was covered in newspaper stories, radio and television broadcasts, political campaigns, public hearings and forums over the question of utilizing tax abatements to lure high-tech industrial investment and quality jobs to local residents in east Multnomah County. Results of tax abatement programs from across Oregon and the nation were inconsistent in forecasting actual results and return on investment for both communities and participating companies. How would this program be an exception, particularly given that Multnomah County had no experience in designing, implementing, or managing economic development programs?

Multnomah County answered this question by developing a SIP implementation policy that established clear standards for any prospective company that wished to apply for the program. The policy contained measurable goals and standards for job creation and quality work environments, investments in education and housing, environmental stewardship, local procurement, and annual public disclosure. This policy established the framework for an approach that has proven to be successful in fulfilling County SIP goals:

A performance-based, public/private partnership.

Following Multnomah County's adoption of this policy, the county entered into negotiations with two companies in pursuit of SIP agreements. Fujitsu Microelectronics sought a SIP agreement in order to expand its existing facility in Gresham, with the goal of creating 500 new jobs. LSI Logic pursued a SIP agreement to establish a new manufacturing facility in Gresham as its global flagship facility, the company's first ever presence in the Oregon "Silicon Forest". Multnomah County reached SIP agreements with both companies in 1995, incorporating into each the standards and goals



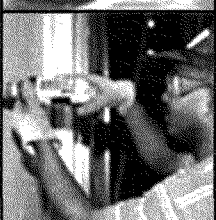
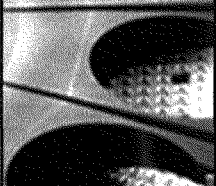
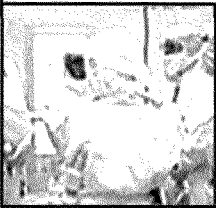
established by the County's implementing policy.

Just as these agreements were reached, the semiconductor industry entered what would prove to be its longest-ever global slowdown. This slowdown had immediate impacts on both the participating companies and the respective SIP agreements. Fujitsu Microelectronics notified Multnomah County that it would be unable expand the Gresham facility as originally planned. As a result, Multnomah County and Fujitsu entered into negotiations that resulted in the successful termination of that SIP agreement before it had truly begun: Fujitsu made no investments under the agreement, and no tax abatement ever occurred. In terminating that SIP agreement, Multnomah County and Fujitsu entered into a post-SIP novation agreement that maintained limited reporting and investment obligations for Fujitsu (in particular a continued commitment to partial funding of the Microelectronics Training Center at Mt. Hood Community College), but contained no tax considerations.

Similarly, the global slowdown had significant impacts on the investment schedule projected for LSI Logic. However, LSI Logic proceeded with construction of the fab despite the fact that economic conditions would eventually result in a two-year delay in full production at the facility. Within this environment, LSI Logic, Multnomah County, worksystems inc., and community partners proceeded to invest time and financial resources to meet the goals of SIP agreement: recruitment, screening, and hiring of local target populations; retention, promotion, and education; transportation, child-care, housing, infrastructure improvements, environmental stewardship, and local procurement. Though the pace of the agreement had not met expectations due to economic conditions (LSI Logic's manufacturing output stood at only one-third capacity at the 1998 start-up), the standards set by Multnomah County and the performance goals of the SIP agreement were implemented and attained by all partners, public and private.

The semiconductor industry began to emerge from the three-year slump in late 1998, rapidly accelerating its production and output through 1999 and 2000. Whereas the slowdown had delayed full production and hiring, the upswing created an unprecedented need for expansion and a ramp-up in production. Within this environment, pressure to meet immediate market driven demands could have resulted in missed assignments, delayed public priorities or forgotten performance commitments. This did not occur.

Instead, the partnership developed new and innovative approaches to program performance, maintained a strict attention to outcomes, and continued the vision toward the long-term success of the performance-based partnership. This report



represents a summary of performance during a year of substantial growth for LSI Logic and in turn, the expectations of the SIP partnership. Within this economic environment, the 2000 performance of the SIP partnership met contractual requirements and continued to deliver the results (as it has since 1996) for which it was designed: quality job creation, career opportunities for disadvantaged local residents, expanded educational opportunities, environmental stewardship, and local economic growth.

As of the time at which this report is being completed, the cyclical nature of this industry is proving itself once again as semiconductor manufacturers throughout the world have plunged into the steepest, most rapid downturn in its history. Thus far the impacts from this current slowdown have consisted of reduced hiring during the near-term, but also an expansion of the Gresham facility's role within LSI Logic's global operations. For example, LSI Logic recently announced the transfer of its process research and development/pilot line activities from Santa Clara, California to Gresham. The net effect of this announcement is that LSI Logic's Gresham campus will engage in both world-class manufacturing and research and development activities associated with the next generations of semiconductor process technology.

As the downturn continues, there will continue to be impacts on the SIP, both anticipated and surprising. This has been the case before, and will be so throughout the 15-year lifecycle of this partnership. However, based upon past experience and success within the entire range of economic conditions and community concerns since 1995, the partnership is positioned to meet and exceed performance expectations into the future.

About This Report

This reports attempts to both maintain and improve upon the standards established by prior reports. Every detail of contractual performance is easily accessible to anyone at anytime, as current information technology enables reporting in greater depth and in real time. As a companion to this summary report, detailed current contractual performance analysis, prior year reports, the SIP agreement, policy, and current projects are available at www.multnomahsip.org.





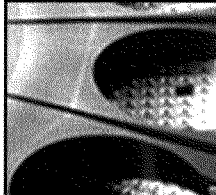
MULTNOMAH
COUNTY



LSI Logic Performance at a Glance - Performance Year 2000

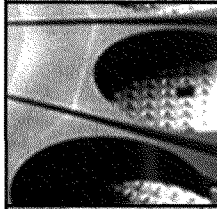
Job Creation, Compensation, Retention, and Career Paths

	Meets	Exceeds	Correction Required	Completed N/A
Job Creation		✓		
Contract Employees	✓			
Retention		✓		
Promotion	✓			
Wage Ranges		✓		
Weighted Avg. Payroll	✓			
Employer Paid Benefits		✓		
Employee Healthcare Costs	✓			
Health Care Coverage		✓		
First Source Agreement ¹	✓			
FSA Funding	✓			
Childcare				
Subsides	✓			
Providers		✓		
Shift Accommodation Plan	✓			
Survey ²	✓			
Transportation				
Tri-Met Passes		✓		
Carpool Spaces		✓		
Alternative Option		✓		
Bike Racks, Facilities	✓			
Guaranteed Ride Home	✓			
Employee Information	✓			



Community Obligations

	Meets	Exceeds	Correction Required	Completed N/A ⁴
Community Service Fee	✓			
Additional Contributions				
Strategic Workforce Development Program		✓		
School-to-Work		✓		
Entry Level Training	✓			
Ongoing Employee Education	✓			
Funding for Training and Education	✓			
Housing	✓			
Community Resources ³				✓
Local Procurement	✓			
Infrastructure and Public	✓			
Environmental Management	✓			
Toxics/Hazardous Material	✓			
Water Conservation and Quality	✓			
Air Quality	✓			
Solid Waste	✓			
Energy Conservation	✓			



¹ LSI Logic has met all requirements of the First Source Agreement regarding recruitment, hiring, and training. An employee survey (FSA pg. 6., D., 2) will be included in LSI Logic's employee climate survey targeted for 2002.

² LSI Logic completed the childcare survey in August 2001 and is currently summarizing and assessing the responses for County feedback.

³ Community resource contributions totaling \$450,000 were required in the first three years of the SIP agreement for social services infrastructure. Per the SIP agreement, these payments terminated at the end of 1997. LSI Logic met this payment and completed this obligation.

⁴ Due to equipment that was not functioning properly, there was an increase in material that required disposal as "hazardous waste." LSI Logic identified this increase and corrected the equipment problem.

Job Creation and Wages

LSI Logic's job creation performance for 2000

Classification	2000 Actual Hires	2000 Total Headcount, Year-end
Administrative	9	50
Technician	50	122
Manufacturing	263	398
Professional	49	158
Engineer	479	125
Total	418	853



Average Wage and Payroll

Average salaries as of 12/31/00

Non-exempt: \$41,496
Exempt: \$80,400

LSI Logic 2000 payroll: \$35.8 million

2000 Weighted average payroll (payroll divided by total employees): \$41,031
Multnomah County average covered Wage (1999)¹: \$34,639

The lowest actual wage earned by anyone at LSI Logic in 2000 was \$11.02 per hour (an increase of 8.6% over 1999). This wage rate comes from a base hourly wage of \$9.50 per hour and overtime for any hours worked in excess of eight per day (LSI Logic manufacturing operates on 12 hour shifts, 3 days on, 4 days off and vice versa alternating weekly).

Average Annual Salary By Classification:

Administrative \$47,570
Technician \$67,960
Manufacturing \$36,833
Professional \$87,960
Engineer \$94,780



Wage and Benefit Performance

Salary ranges in every classification exceed those specified in the SIP agreement.

Classification	Contractual Goal Range	Actual 200 Range	Comparison to Goal
Administrative	\$17,000-\$34,000	\$20,100-\$51,940	+ 35%
Technician	\$20,000-\$50,400	\$24,400-\$76,060	+ 36%
Manufacturing	\$13,600-\$33,600	\$16,700-\$57,110	+ 46%
Professional	\$26,000-\$62,000	\$29,900-\$113,000	+ 49%
Engineer	\$33,000-\$85,000	\$38,300-\$141,600	+ 41%

In 2000, LSI Logic met or exceeded all benefit requirements within the SIP agreement, both in terms of coverage options and employee costs. These benefits include: medical, dental, and vision coverage; mental health coverage and employee assistance program; childcare subsidies, preferred childcare providers, and shift preferences for childcare needs; Tri-Met passes (at no cost to employees), carpool spaces, bicycle racks, guaranteed rides home, and free shuttles to the Gresham MAX station.



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¹ 1999 covered wage data is the most recent available from the Oregon Employment Department.(<http://olmis.emp.state.or.us/olmisj/CEP>)

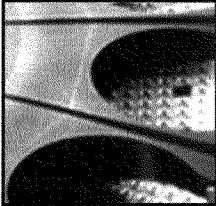
Target Populations

First Source Agreement

Execution of a First Source Agreement (FSA) is a statutory requirement of the SIP agreement. The purpose of the SIP First Source Agreement is twofold:

- *Access to quality jobs and long term careers at LSI Logic for disadvantaged county residents (target populations);*
- *Qualified referrals that meet LSI Logic's hiring specifications;*

The agreement requires that LSI Logic hire for entry-level positions from among qualified First Source referrals. As the SIP operational partner for overall project management and workforce related services in particular, it is the responsibility of worksystems inc. and in turn, it's workforce development partners (SE Works www.seworks.org and Workforce Connections www.1stop.org/eastco/) to ensure that individuals referred to the company both represent county identified target populations and meet LSI Logic's hiring specifications.

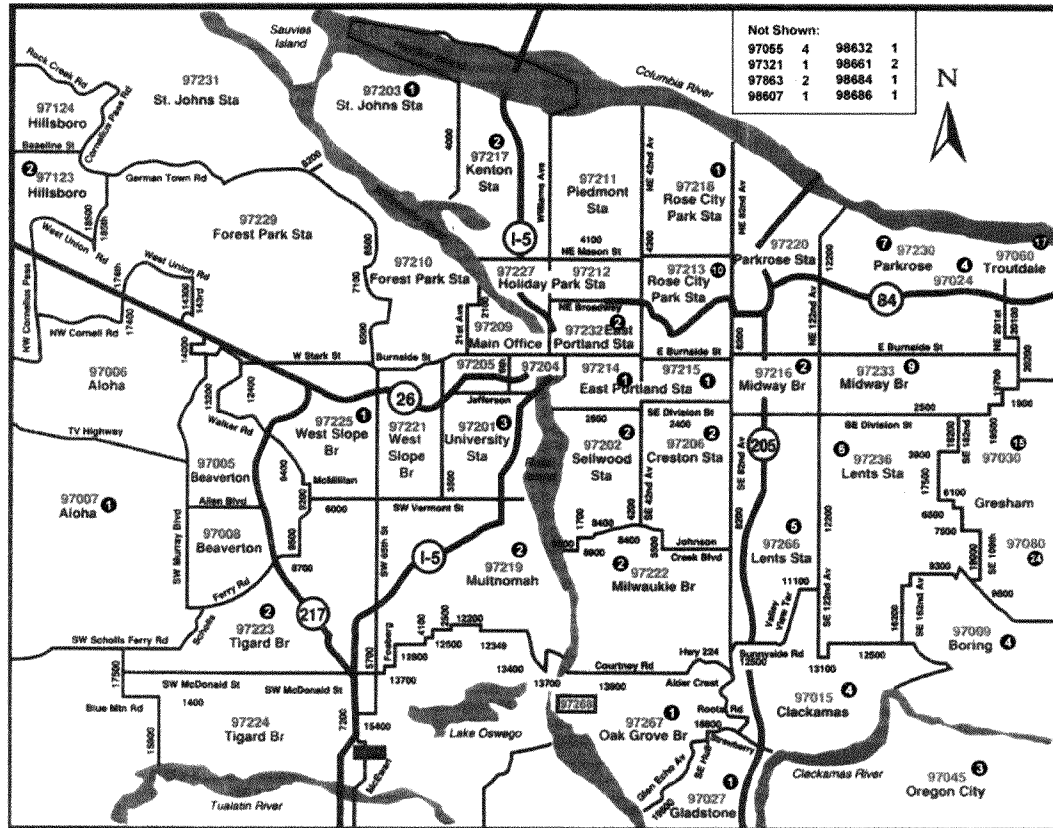


2000 First Source Agreement, Target Population Results

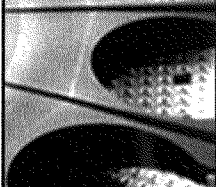
Total FSA Hires	164
Unemployed	55
Underemployed	65
Adult and Family Services Recipients	0
School-to-Work	0
Vocational School-to-Work	1
Oregon High School	13
Oregon Higher Education	14
No Target Information Provided	16*

*Job seekers provide income and additional demographic information voluntarily. Sixteen individuals hired by LSI Logic elected not to provide target information or did not meet target criteria.

Zip Code Map



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Retention, Promotion, and Career Development

Retention

Retention of employees is a key feature of the SIP agreement, as a measure of pre-employment screening and job preparation as well as an indicator of employee satisfaction with the work environment at LSI Logic. Accordingly, a baseline retention rate of 70% for all employees was established in the SIP agreement. LSI Logic has repeatedly exceeded this requirement, with a 2000 retention rate in excess of 87 percent. This high rate of retention is particularly noteworthy given the competitive semiconductor labor market environment of 2000.



Promotion

The SIP agreement requires a 50 percent promotion rate for First Source referred employees who have been employed at LSI Logic for at least one year. LSI Logic has met or exceeded this specification each during each year of the agreement. Specifically for 2000, LSI Logic promoted 81 of 155 employees who met the one-year employment requirement (52%), and also provided 34 special salary adjustments.

Career Development

LSI Logic strongly encourages and financially supports employee career development through a full educational reimbursement policy, thus enabling entry-level employees (and all LSI Logic employees) to pursue continuing education and professional development, enhancing their long-term career success both within LSI Logic and the regional labor market.

In 1999, 63 LSI Logic employees received tuition reimbursement in the following degree programs:

- 54 for 2-year degrees
- 24 for 4-year degrees
- 5 for post-graduate degrees

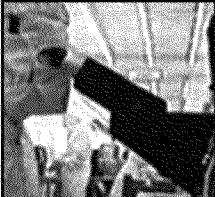
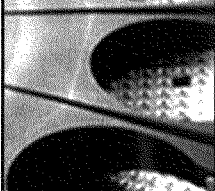
In addition, LSI Logic employees participated in over 93,926 hours of training in 152 categories during 2000. Areas of training included:



- *Semiconductor manufacturing process (classroom and OJT)*
- *Equipment Maintenance*
- *Equipment Operation*
- *Computers and Software*
- *Safety*
- *Environmental Health and Safety*
- *Communication Skills*
- *Management and Leadership Skills*
- *Engineering Systems Deployment*
- *Company Policies and Procedures*
- *Systems Deployment*
- *Company Policies and Procedures*



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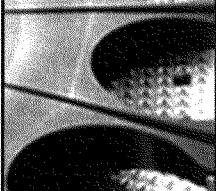
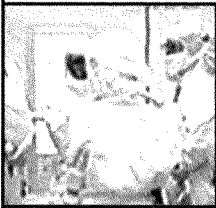


Local Procurement

LSI Logic's 2000 local procurement expenditures reached the highest level ever, totaling over \$100 million for the year.

Expenditures 2000

Multnomah County	\$47,069,463
Oregon (outside of Multnomah County)	\$67,098,347
Clark County	\$1,511,849
Total Region	\$115,679,659



Of this enormous investment, construction and infrastructure accounted for over \$34 million, nearly \$28 million of which was procured in Multnomah County. This substantial investment came as a result of LSI Logic's continued investment in the Gresham fab as its global flagship manufacturing facility. In 2000, LSI Logic completed its Central Processing Building (begun in 1999), and also purchased and installed 105 major pieces of equipment within the main fab building. Both of these large investments required extensive use of highly skilled local labor from the building and construction trades.

In addition, LSI Logic and Implant Center Inc. reached agreement on the outsourcing of LSI Logic's ion implant function to Implant Center. As a result, construction of a 50,000 square foot clean room manufacturing facility was initiated in Gresham, and over 30 employees were hired by Implant Center. This business partnership provides two evident benefits to the local economy. First, the outsourcing of the implant function by LSI Logic has created additional manufacturing space within its Gresham fab. Second, Implant Center will also provide ion implantation services to other regional semiconductor manufacturers, resulting in increased local spending and job creation in Gresham.

Environmental Stewardship: 2000 Achievements and Performance

Multnomah County established a "no impact" goal for the company's environmental stewardship in the SIP Agreement. This "no impact" goal is designed to ensure that investment occurs that sustains livability and regional environmental quality for county residents.

As the state regulatory authority for environmental protection, the Oregon Department of Environmental Quality (www.deq.state.or.us) is the designated partner for working with LSI Logic and Multnomah County to achieve the county's "no impact" goal.

LSI Logic has hired environmental staff and implemented programs to systematically manage its environmental activities in Gresham. At LSI Logic, every work unit is responsible for improvements in environmental management. Each employee, from entry-level maintenance to upper-level executives, is evaluated on their contribution to this goal. This system provides a strong incentive for all employees to continually strive for environmental innovation.



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Achievements

LSI Logic achieved two major milestones with regard to its environmental management system (EMS) in 2000. First, the facility's EMS was awarded ISO 14001 registration by a third party auditor in June. ISO 14001 is an international standard for environmental management systems, designed to incorporate environmental goals into business operating practices and to ensure continual improvement in environmental activities. In the fall of 2000, the same third party auditor conducted a reassessment audit, and continued registration under the ISO 14001 standard was recommended.

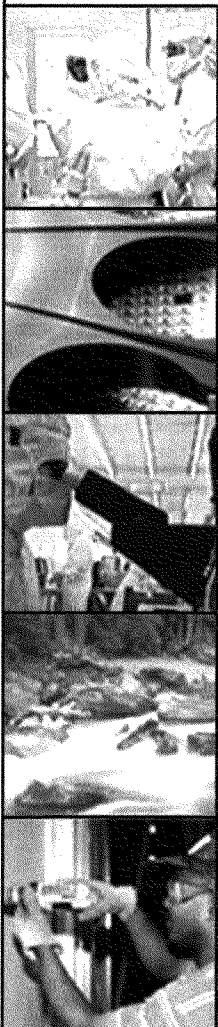
Second, LSI Logic was issued the first Green Permit in the State of Oregon in December. The Oregon Green Permits Program (www.deq.state.or.us/programs/greenpermits/) recognizes, and provides some regulatory flexibility to, facilities that have a robust EMS and demonstrate on-going improvements in environmental performance beyond what is required by law. LSI Logic's recent ISO 14000 certification reinforces DEQ's previous assessment, through the Green Permits Program, that the company's EMS is exemplary.

LSI Logic was also accepted as a charter member of the U.S. Environmental Protection

Agency's (EPA) National Performance Track Program. The National Performance Track is the national equivalent of Oregon's Green Permit Program, with a focus on the implementation of a strong EMS that produces sustained environmental performance achievements. EPA Region X is also a partner in the Oregon Green Permits Program, and had previously learned of LSI Logic's accomplishments during the development of the facility's Oregon Green Permit.

Performance

During 2000, thirteen environmental improvement projects were implemented at the LSI Logic Gresham campus.



2000 Project Implemented	New Impact Reductions
Chemical Use Reduction	37,375 gallons
Spent Chemicals Recycling	72,000 gallons
Energy Use Reduction	4,750 kilowatt hours
Water Use Reduction	375,000 gallons
Air Emissions Reduction	7,500 pounds
Solid Waste Reduction	448,000 pounds
Solid Waste Recycling	10,800 pounds*

* A total of 394,000 lbs. of solid waste was recycled in 2000, including the additional 10,800 pounds from new projects.

Several other energy conservation projects, as well as a water conservation and solid waste reduction project, were evaluated in 2000 and were deemed feasible for implementation in 2001 or beyond.

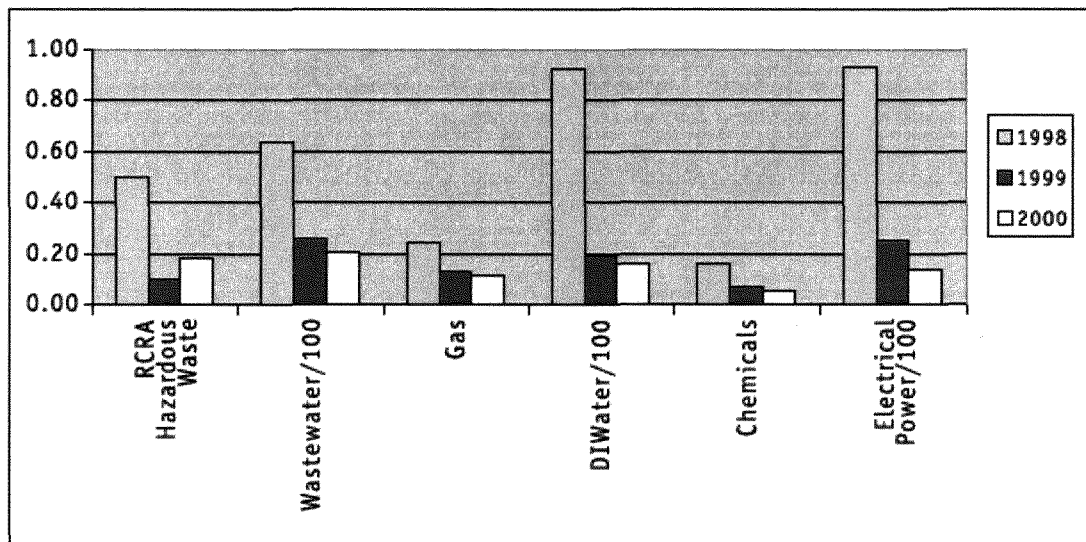
2000 Project Evaluations	Estimated Impact Reductions
Wastewater Reclamation/Water Conservation	230,000,000 gallons
Energy Use Reduction	10,000,000 kilowatt hours
Solid Waste Reduction	16,000 pounds

The most noteworthy project that illustrates LSI Logic's position as an environmental leader is its investment in a new wastewater reclaim technology. The recovery of 85% of process wastewater expected from this voluntary effort will not only result in huge environmental impact reductions, but will also represent a breakthrough for the electronics industry in the region.

Since the first full year of manufacturing at LSI Logic was 1998, this year is used as the baseline for measuring environmental impacts at the facility. The bar chart shows pollution generation and natural resource use between 1998 and 2000. The comparison uses pollution and usage numbers that are normalized for production, as production levels within the electronics industry fluctuate greatly from year to year.

Normalized Environmental Impacts

The bar chart above shows that performance improvements have been made in five of the six environmental impacts measured between 1999 and 2000. In addition, the



impact levels for all of the areas measured are below the 1998 baseline levels. The magnitude of the progress made between 1999 and 2000 is generally much lower than it was between 1998 and 2000. This decrease in the size of yearly performance improvements was expected, as less "low hanging fruit" (i.e., simple, large impact, and cost-effective projects) are available for implementation after the first few years of operation.

One area where environmental performance actually declined between 1999 and 2000 was in the generation of hazardous wastes. Two events were identified as being responsible for this increase. First, the evaporator used to remove water from spent ammonium sulfate was not functioning properly for a significant period in 2000. Therefore, this spent material had to be hauled off site as hazardous waste, and the weight of the water resulted in a significant increase in the total quantity of hazardous

waste generated at the facility. This evaporator problem has been corrected. Second, LSI introduced new wet benches with a continuous flow through design, which increases the amount of water mixed with isopropyl alcohol. Although chemical use per production unit within these processes actually decreased, the amount of water mixed with the spent chemical causes a notable increase in hazardous waste.

A one-time increase in hazardous waste generation is not a major concern, assuming these levels drop in subsequent years, thus producing a general trend indicating continual improvement over time. LSI Logic's consistent annual improvements in all other areas of environmental management and natural resource use demonstrate overall continuous improvement in performance. Further, a review of specific 2000 projects, particularly the industry leading water reclaim project, indicates a high level of on-going environmental improvement activity throughout all of LSI Logic's work units.



MEETING DATE: October 25, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 10:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Results From RESULTS: The Library's Knowmobile

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Library DIVISION: Reference

CONTACT: Pauline Baughman, Coordinator TELEPHONE #: (503) 988-5036
BLDG/ROOM #: 317/CEN.

PERSON(S) MAKING PRESENTATION: Pauline Baughman

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Results from RESULTS: The Library's Knowmobile

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

Ginnie Rogers

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 OCT 17 PM 6:36
CLERK OF DISTRICT COURT
MULTNOMAH COUNTY
OREGON

Multnomah County Library's

KNOWMOBILE

an out of library experience

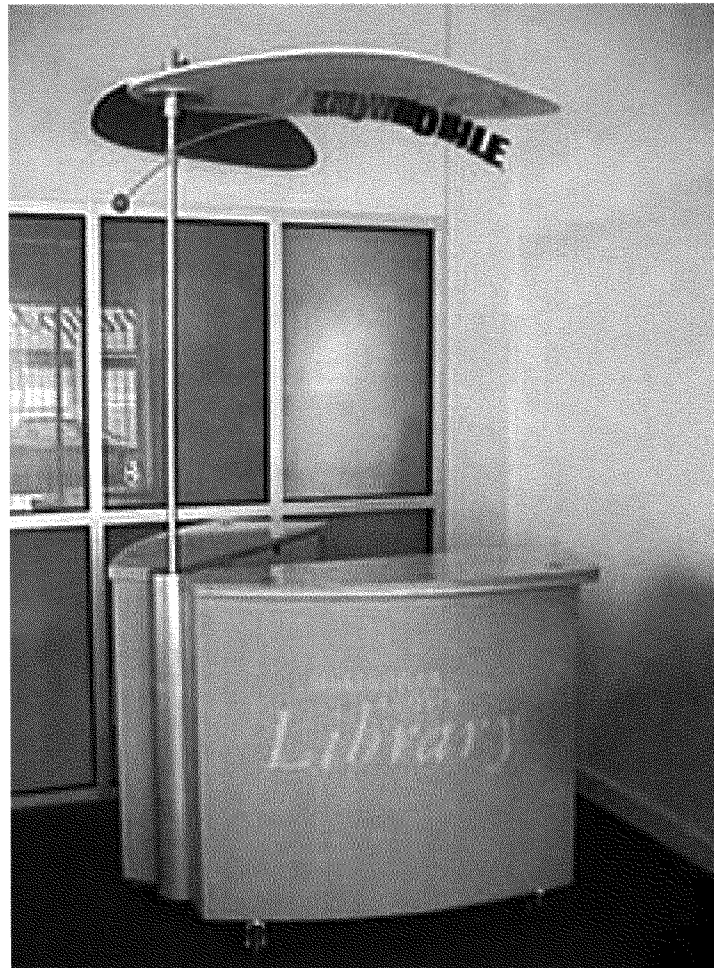
presented by

Pauline Baughman

Reference Librarian

Multnomah County Central Library

What's the KNOWMOBILE?



Why did you do this?

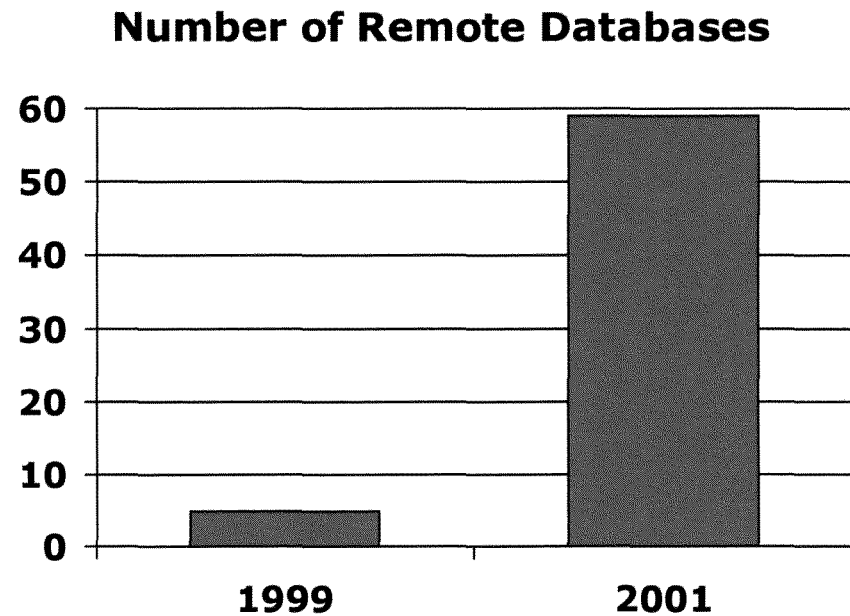
Our core service: helping people find
the information they need

It's all about access

Telephone reference

Email reference

Databases available
outside the library



Building the **KNOWMOBILE**

Received a grant for \$5,000 from
the Library RESULTS Council

In-kind donation of \$35,000 from
Ziba Design, a local world-class
industrial design firm

The specs

Plywood laminate and solid maple,
transported in a minivan or wheeled
down the street

Laptop with CD-ROMs, wireless
internet access via cell phone, and
portable printer

Small collection of reference materials

KNOWMOBILE Events

Portland
Streetcar
Celebration



KNOWMOBILE Events

Portland
Streetcar
Celebration



KNOWMOBILE Events

North Park
Blocks
Farmers
Market



KNOWMOBILE Statistics

5 events - 37 hours

50+ new library cards made

180+ questions answered

1,000+ people contacted

KNOWMOBILE



KNOWMOBILE

www.knowmobile.org

MEETING DATE: October 25, 2001
AGENDA NO: R-3
ESTIMATED START TIME: 10:10 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOTICE OF INTENT to Apply for OSHA Training and Education Grant Funds

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DCFS DIVISION: D.O./Domestic Violence
CONTACT: Chiquita Rollins TELEPHONE #: (503) 988-4112
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: Chiquita Rollins


ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent Approval Request - Oregon OSHA "Domestic Violence in the Workplace:
Effective Response and Prevention." (A training package)

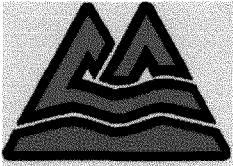
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

01 OCT 17 PM 6:20
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 988-3691
FAX (503) 988-3379 TDD (503) 988-3598

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MARIA ROJO deSTEFFEY · DISTRICT 1 COMMISSIONER
SERENA CRUZ · DISTRICT 2 COMMISSIONER
LISA NAITO · DISTRICT 3 COMMISSIONER
LONNIE ROBERTS · DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

From: Lorenzo T. Poe, Jr., Director

RE: Grant Notice of Intent

Date: October 17, 2001

I. Recommendation/Action Requested:

Approval of the NOI to apply for funds under the Oregon OSHA Training and Education Grants to produce a training package: "Domestic Violence in the Workplace: Effective Response and Prevention."

II. Background/Analysis:

Due Date: November 1, 2001.

Oregon OSHA is interested in funding the development of innovative educational projects resulting in usable training programs.

- Applicant must be a nonprofit or government organization.
- The consortium must have representatives from labor, management and the target audience working on its development.
- The dollar amount available is \$40,000 per grant.
- The training must be a training program for employees on an issue for which there are no currently existing training programs or tailored for a specific industry.

The project goal for the proposed project is to develop a 1 to 1.5-hour training curriculum and materials on domestic violence in the workplace for employees of small businesses (100 or less employees) that have limited resources dedicated to Human Resources, may not have an Employee Assistance Program (EAP), and may not have the infrastructure to launch a comprehensive workplace violence/domestic violence response. However, most of the content of the training materials will be applicable to any work site and can be used to assist larger employers as well.

This project will be an extension of the work of the Love Shouldn't Hurt Committee on domestic violence in the workplace. Love Shouldn't Hurt (LSH) is a consortium of domestic violence agencies, health care providers, civic and other organizations that coordinates and sponsors events during October, which is Domestic Violence Awareness Month. LSH has

been active in the Tri-County area for approximately 5 years. For the last four years, a sub-committee of LSH composed of labor/management representatives has provided training for employees and employers on domestic violence in the workplace. This sub-committee includes members from both management and labor from a variety of organizations, including Volunteers of America Family Center, Kaiser Permanente, Multnomah County, City of Portland, LSI Logic, Inc., Oregon Attorney General, Rejuvenation House Parts, and the Oregon Medical Association. This project will expand the existing sub committee to include more representatives from small businesses.

III. Financial Impact:

The total amount available for the grant is \$40,000. It is a one-time only grant that will result in the production of a discreet product - a training package. There is no matching requirement and no obligation for continuing support.

IV. Legal Issues:

None are anticipated.

V. Controversial Issues:

There are none.

VI. Links to County Policies:

The proposal is in line with the County's continuing efforts to work cooperatively and collaboratively to further the mutual good of local communities. The proposal also address long-term benchmarks of reducing domestic violence and reducing crime.

VII. Citizen Participation:

The recommendation for the County's Domestic Violence Coordinator to serve as the grantee for this grant came from the Love Shouldn't Hurt Committee which, as mentioned above, is a consortium of domestic violence agencies, health care providers, civic and other organizations and other organizations. This committee and its members have ongoing citizen in all its activities.

VIII. Other Government Participation:

The City of Portland is participating as a member of the Love Shouldn't Hurt Committee.

Oregon Occupation Safety and Health Training Grant
October 2001
Proposed Project Description

Impact Statement

Domestic violence is a significant problem in Oregon and has a negative impact at the workplace, including death of employees. Forty percent of victims of domestic violence reported that they had sought help and safety from their co-workers or their supervisors. This project will build on existing efforts and provide employees of small businesses in Oregon with free, easy-to-access training on the impact of domestic violence in the workplace and how to respond to increase the safety of all employees.

The goals of this project are to:

1. Develop effective and easily accessible computer-based training for employees on domestic violence in the workplace;
2. Increase the number of employers and employees who receive training on domestic violence in the workplace;
3. Provide employees and employers with tools they can use to respond appropriately and effectively to domestic violence and to increase safety in their workplace; and
4. Provide the existing consortium of labor/ management and other partnerships in Oregon with training materials which can be used to provide training on domestic violence in the workplace.

Project Design

This project has three specific phases:

1. Develop a curriculum on domestic violence in the workplace by reviewing and compiling existing curricula, refining learning objectives, and developing scenarios to be used in the curriculum.
2. Development of the computer-based materials for distribution, including evaluation or measurement tools by developing a "story board" and graphic design elements to be used; develop and test computer based training materials.
3. Outreach to employees throughout Oregon through the development of an outreach plan, accumulation of mailing and emailing lists, identification of businesses and business associations to be contacted in person with information about the training materials, development and distribution of brochures and other outreach materials, and on-going distribution of CD-ROMS.

The training materials will be tailored to the needs of employees of small businesses in several ways: multiple formats for delivery; access to information when it is needed and in short increments, content of the materials will allow for different levels of resources or of policies in differing businesses.

This project is innovative in that there are no easily accessible curricula on preventing and responding to domestic violence in the workplace, and in that it will utilize state-of-the-art adult learning tools and computer technologies.

Project Management

The Project will be managed by the Multnomah County Domestic Violence Coordinator, in conjunction with an existing committee working on providing training to businesses on preventing and responding to domestic violence in the workplace. Funds from OSHD will be used to hire a Project Coordinator/Instructional Design Expert, who will work with the Project Manager, the existing committee, Planet Productions (computer software developers), and small businesses to develop a curriculum, computer-based training materials, and outreach materials. Fiscal oversight and functions will be performed by staff of the Multnomah County Department of Community and Family Services. Employees of local businesses will be utilized to evaluate the materials developed.

Resources

Multnomah County and the consortium developing this grant proposal brings an array of resources and technical expertise to this project. The Multnomah County Domestic Violence Coordinator has over 20 years of experience working in the area of prevention and intervention in domestic violence and has participated for the past 4 years in developing and presenting training on domestic violence in the workplace to businesses. The Love Shouldn't Hurt Committee includes representatives of both labor and management, supervisors, security personnel, crime prevention specialists and small business employees.

Partners in this project include:

- City of Portland Office of Neighborhood Involvement
- Kaiser Permanente
- LSI Logic, Inc.
- Multnomah County Department of Support Services
- Multnomah County Domestic Violence Coordinator
- Oregon Attorney General
- Oregon Medical Association
- Rejuvenation House Parts
- Volunteers of American Family Center.

Grant Request

The Department of Community and Family Services is requesting \$40,000 from the Oregon Occupational Safety and Health Training and Education Grant Program. The funding will be used to hire and support a .20 FTE Program Development Specialist with expertise in instructional design and to subcontract with Planet Production, a local computer based adult education software developer. It will also allow for an extensive outreach effort to inform employees, management and owners of small businesses about the training material and other resources they can utilize.

MEETING DATE: October 25, 2001
AGENDA NO: R-4
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing Amendments to Agreements with Port of Portland

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Capt. Jay Heidenrich TELEPHONE #: (503) 988-3282
BLDG/ROOM #: 314 MCIJ

PERSON(S) MAKING PRESENTATION: Bobbi Luna, John Thomas and Jay Heidenrich

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing Amendments to the Sale Agreement for Purchase of the Wapato Jail Site from the Port of Portland, Amendments to the Intergovernmental Agreement for Reimbursement of Infrastructure Construction Costs to Serve the Site and Execution of Related Easements and Other Required Documents to Complete the Purchase of the Site

*10/26/01 copies to JAY HEIDENRICH, BOBBI LUNA & JOHN THOMAS
10/26/01 ORIGINALS TO BOB NILSEN & COPIES OF Resolution*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Noelle

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

RECEIVED
OCT 26 10 17 AM '01
CLERK OF SUPERIOR COURT
MULTNOMAH COUNTY
OREGON



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300
TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: October 11, 2001
Requested Placement Date: October 25, 2001

I. Recommendation/Action Requested

Approval of amendments to Purchase and Sale Agreement and Infrastructure Reimbursement Agreement for Wapato Jail Site.

II. Background Analysis

As a result of the consent decree the Port entered into on January 31, 2001, it became necessary to renegotiate the agreements previously reached with the Port for the purchase of the Wapato Jail Site. Both the Purchase and Sale Agreement and Infrastructure Reimbursement Agreement had to be amended.

Under the new Purchase and Sale Agreement, the County's obligation is to purchase only the area which it will actually use for jail construction and for installation of the previously planned 40' landscape buffer between the jail and the new 200' buffer. The new agreements are consistent with landscape and buffer requirements the county previously made to the community.

Because the acreage being purchased and the acreage benefited both changed as a result of the consent decree, and because the ratio of the two provides the basis for the reimbursement, amendments were made to the Infrastructure Reimbursement Agreement.

The new agreement also makes provision for conversion of the sale of the property to a prepaid lease for 99 years in the event that approval of the plat is appealed and invalidated. The original approval of the plat was appealed. The City withdrew the plat approval and will be recording a new plat in place of the old plat with additional findings which it is hoped will not be appealed. After the new plat is recorded the sale will be closed. If the plat approval is appealed, the new agreement provides that the County will reconvey the property to the Port and lease the property from the Port until such time as another new plat is recorded at which time the sale will finally

be consummated. This arrangement will permit construction to continue in the unlikely event that the plat is invalidated.

III.

Financial Impact

Overall, the cost of the site is reduced by approximately \$650,000 under the new agreements for a site with the same utility as before. In addition, there is a savings to the County based on the reduction in the area that the County must landscape and maintain. Specifically, the overall cost of the site is reduced by approximately \$900,000 while the County's maximum reimbursement is reduced by approximately \$250,000.

IV.

Legal Issues:

The County Attorney's Office has been involved in all aspects of renegotiating these agreements.

V.

Controversial Issues

None

VI.

Link to Current County Policies

Good Government

Reducing Crime

VII.

Citizen Participation

None

VIII.

Other Government Participation

Port of Portland

New Jail Planning Wapato Corrections Facility

**Project Manager - Captain Jay Heidenrich
503.988.3282**

WAPATO NEWSLETTER

Multnomah County needs more jail space. A July 1999 forecast suggests that the county will need approximately 3,800 jail beds by the year 2020. Right now, our five corrections facilities hold 2,073 inmates.

In response, voters in May 1996 approved a bond measure to construct a new jail and secured drug and alcohol treatment center.

A citizen-driven process involving thousands of County residents led to the selection of a site for the new corrections facility -- the southern end of the Leadbetter Peninsula in the northern part of the Rivergate Industrial District.

Citizens helped the County plan and design the new corrections facility. A 14-member Citizens Working Group meets monthly to discuss key environmental, traffic, cultural resources and storm water issues. The Working Group is sponsoring open houses and public workshops on key topics, as well. Check out the Newsletter for more information.

WORK ON WAPATO TO BEGIN SOON

Construction of Multnomah County's new Wapato Corrections Facility will begin in late spring. Two tasks will be the focus of the initial construction. First, contractors will begin building an access road to the site and building the connections to key utilities, such as water, sanitary sewer and electricity. Second, work will begin on the environmental buffer around the peninsula that shields the facility from Bybee Lake. A six-foot tall berm, which will be planted with evergreens, will act as a visual barrier between the facility and the surrounding natural areas.

The initial work will be closely coordinated with the Port of Portland's plan to remove fill from a two hundred-foot wide swath around the peninsula's perimeter. The Port's work results from a consent decree arising from a settlement of the Jones v. Thorne lawsuit.

Construction of the building proper, which will house the 225-bed medium security jail and the 300-bed drug and alcohol treatment facility, will begin in the Fall of 2001. It is at this time that a groundbreaking ceremony will be held.

Contact person for questions is Captain Jay Heidenrich – 503.988.3282


The best way to stay informed on the progress of the new corrections facility and to learn about upcoming meetings where you can join in the discussions is to read the monthly New Corrections Facility Newsletter.

Click on the links below to read the most recent editions, or, if you would like to subscribe, leave your mailing address with Capt. Jay Heidenrich at (503) 248-3282 or e-mail him at jay.a.heidenrich@co.multnomah.or.us.

Wapato Newsletter

(This newsletter is not a monthly publication.)

You will need Adobe Acrobat Reader to view the Wapato Jail Newsletters. If you don't have it

please download this first: It's free! 

2001	2000	1999
SEPTEMBER 2001	DECEMBER 2000	NOVEMBER 1999
MAY 2001	NOVEMBER 2000	SEPTEMBER 1999
FEBRUARY 2001	OCTOBER 2000	JULY 1999
	AUGUST 2000	JUNE 1999
	JUNE 2000	MAY 1999
	MARCH 2000	APRIL 1999
	JANUARY 2000	

Multnomah County Sheriff's Office

This site resides on the server at the Multnomah County Library, Portland, Oregon.

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Revised: September 23, 2001.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Amendments to the Sale Agreement for Purchase of the Wapato Jail Site from the Port of Portland, Amendments to the Intergovernmental Agreement for Reimbursement of Infrastructure Construction Costs to Serve the Site and Execution of Related Easements and Other Required Documents to Complete the Purchase of the Site

The Multnomah County Board of Commissioners Finds:


- a) On May 6, 1999, by Resolution 99-76 the Board authorized the Chair to execute agreements necessary to purchase of a site in the Rivergate Industrial District from the Port of Portland for construction of the Wapato Jail.
- b) On May 13, 1999 the Chair executed on behalf of the County a Sale Agreement for purchase of the site and an Intergovernmental Agreement for reimbursement of infrastructure construction costs to serve the site.
- c) As a result of the consent decree entered into by the Port of Portland in Jones v. Thorn, et al, in the District Court of Oregon, it became necessary to renegotiate the agreements previously reached with the Port for purchase of the site.
- d) It is necessary to approve the attached amendments to the agreements and the easements related to the purchase of the site in order for the purchase of site to be completed.

The Multnomah County Board of Commissioners Resolves:

1. The Chair is hereby authorized and directed to execute the ADDENDUM TO THE SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY, the AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF INFRASTRUCTURE CONSTRUCTION COSTS TO SERVE THE RIVERGATE CORRECTIONS FACILITY SITE, the STORMWATER OUTFALL EASEMENT and the ACCESS AND SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT in substantially the form attached hereto together with all other documents required to complete the purchase of the site.


ADOPTED this 25th day of October, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas
Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-141

Authorizing Amendments to the Sale Agreement for Purchase of the Wapato Jail Site from the Port of Portland, Amendments to the Intergovernmental Agreement for Reimbursement of Infrastructure Construction Costs to Serve the Site and Execution of Related Easements and Other Required Documents to Complete the Purchase of the Site

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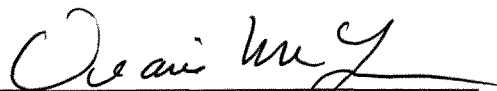
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ADOPTED this 25th day of October, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

ADDENDUM TO SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This is an Addendum ("Addendum") to the Sale Agreement and Receipt for Earnest Money ("Sale Agreement") dated as of May 13, 1999, by and between THE PORT OF PORTLAND, a Port district of the State of Oregon ("Port"), and MULTNOMAH COUNTY, a municipal corporation organized under the laws of the State of Oregon ("Buyer").

RECITALS

A. Since the parties entered into the Sale Agreement, a settlement has been reached in the matter of Jones v. Thorn (sic), et al, Case No. CV 97-1674 ST in the District Court of Oregon ("Jones Settlement").

B. The Jones Settlement requires revision of the original Sale Agreement in order to comply with the terms of the settlement.

C. By this Addendum the parties wish to modify the Sale Agreement so it will be consistent with the requirements of the Jones Settlement and further to make other changes appropriate to the modifications required by the Jones Settlement.

AGREEMENT

1. All references in the Sale Agreement to the term "Sale Agreement" shall mean the Sale Agreement as modified by this Addendum.

2. Section 1.1 is amended to read as follows:

"1.1 Description of Real Property

Buyer agrees to purchase from the Port and the Port agrees to sell to Buyer a parcel of land located in the City of Portland, Multnomah County, Oregon, situated in an area commonly known as "Rivergate Industrial District" consisting of 18.24 acres of land, as described in **Exhibit A ("Property").**"

3. Exhibit A to the Sale Agreement is deleted and replaced with a new Exhibit A attached to this addendum.

4. Section 1.2 is amended to read as follows:

"1.2 Purchase Price

The purchase price for the Property is four million six hundred and forty-five thousand dollars (\$4,645,000)."

5. Buyer agrees that the Access and Slope Construction and Maintenance Easement Agreement described in paragraph 8 below, and any easements or other matters disclosed on the plat for the Property, shall be deemed a "Permitted Encumbrance" as defined in Section 4 of the Sale Agreement.

6. The contingencies set forth in Sections 5.1.2, 5.1.3.1 and 5.1.3.3 have been satisfied or waived. Buyer covenants that it will commence design and construction of the infrastructure to serve Buyer's proposed use of the Property immediately after Closing (as defined in the Sale Agreement) notwithstanding any appeal of the City's approval of the final plat dividing the Property from the Adjacent Site, defined below. This covenant shall survive Closing.

7. A new section 5.1.4 is added as follows:

"5.1.4 Additional Documents to be Provided by Seller

Seller shall deposit into escrow at closing the Stormwater Outfall Easement attached hereto as **Exhibit E.**"

8. Section 5.2.1 is amended to read as follows:

"5.2.1 Additional Documents to be Provided by Buyer

Buyer shall deposit into escrow at closing the Access and Slope Construction and Maintenance Easement Agreement attached hereto as **Exhibit F.**"

9. Buyer acknowledges that the Consent Decree entered in the Jones Settlement requires the Port to perform certain restoration and other work on property within Rivergate Industrial Park including on property immediately adjacent to the Property and known as "Tract A – Open Space" on the proposed plat for the Bybee Lake Industrial Park subdivision (the "Adjacent Site"). Section 7 of the Sale Agreement is hereby amended to add at the end thereof, as additional language to be included in the Deed to be delivered at Closing:

"Grantee covenants that it shall not use the Property in a manner that will be inconsistent with the use of the adjacent property retained by Grantor and identified as "Tract A – Open Space" on the plat for the Bybee Lake Industrial Park subdivision recorded in the records of Multnomah County, Oregon (the "Adjacent Site") as a wetland and for slope support or otherwise inconsistent with Grantor's obligations under the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as such may be amended from time to time (the "Consent Decree")."

10. The last two sentences of Section 12 are hereby deleted.

11. Section 15 is amended to delete therefrom the first clause ("Subject to any court order that might be issued prior to Closing pertaining to the lawsuit referenced to in Section 5.1.3.3") of the paragraph.

12. The address for Buyer in Section 20 is amended as follows:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

13. The "Closing Date" referred to in Section 3 of the Sale Agreement shall occur by no later than ten (10) days after the approval by the City of Portland (subsequent to the City's voluntary remand of September 2001) of the Bybee Lakes Subdivision plat ("Bybee Lakes Plat").

14. Appeal of Subdivision Plat

14.1 In the event that, after Closing, the City's decision approving the Bybee Lakes Plat is appealed by a third party and the City's decision is overturned so that the land division creating the Property is invalidated, then, at Buyer's request, Buyer shall convey the Property to the Port for no monetary consideration and the Port will simultaneously ground lease the Property to the County on the following terms and conditions:

14.1.1 The term of the ground lease shall be 99 years.

14.1.2 The purchase price set forth above shall be credited as prepaid rent for the entire term of the ground lease.

14.1.3 The provisions of paragraphs 1.3, 8, 10 and 19 of the Sale Agreement and the restrictive covenants in the Deed attached as Exhibit D shall be included as ground lease terms.

14.1.4 The property shall be leased to Buyer "as is" and the ground lease shall provide that the Port makes no representations regarding the condition of the property. Buyer shall retain ownership of the improvements made on the Property. The lease shall be "triple net" to the Port.

14.1.5 The ground lease shall be subject to the provisions of the Access and Slope Construction and Maintenance Easement Agreement attached as Exhibit F.

14.1.6 The ground lease shall include the provisions of the Stormwater Outfall Easement attached as Exhibit E.

14.1.7 The ground lease shall be based on the Port's form of ground lease modified to address the above terms and to allow Buyer to provide self insurance in lieu of insurance policies for all risks for which Buyer self insures, with other changes to the form as may be reasonably negotiated by the parties; provided that the Port shall not be deemed to be unreasonable as long as it treats Buyer similarly to other ground lessees of the Port within the Rivergate Industrial Park.

14.1.8 The ground lease shall contain a provision requiring the Property to be reconveyed to the Buyer for no monetary consideration if and when the Bybee Lakes Plat or other land division is approved pursuant to Section 14.2 below.

14.2 If the Bybee Lakes Plat approval is invalidated, the Port shall re-apply for and make reasonable efforts to obtain approval of the Bybee Lakes Plat or other land division to lawfully create the Property as a separate legal parcel. Each party shall cooperate reasonably in connection therewith and shall bear its legal and other expenses incurred in connection with such efforts. If the re-application results in approval of the Bybee Lakes Plat or other land division, the parties agree that the Port shall convey to Buyer, and Buyer shall accept from the Port, the Property by deed substantially in the form set forth in Exhibit D subject only to the Permitted Encumbrances and any others created or suffered by Buyer. Contemporaneously with such conveyance, the parties shall execute appropriate documents to terminate the ground lease.

14.3 If the parties cannot agree on a ground lease term, or in the event of any dispute under this Sale Agreement as modified by this Addendum, the parties 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.

15. Unless specifically amended in this Addendum, all other terms and conditions of the Sale Agreement shall remain the same. The parties shall provide a photocopy of this Addendum to the Escrow Agent, as defined in the Sale Agreement, promptly upon the full execution hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

BUYER
MULTNOMAH COUNTY

By: 
Diane M. Linn, Chair

REVIEWED:

Thomas Sponsler, Attorney for Multnomah
County

By: 
John S. Thomas
Assistant County Attorney

SELLER
THE PORT OF PORTLAND

By: _____
_____, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

By: _____
Counsel for Port of Portland

APPROVED BY COMMISSION ON:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 10-25-01
DEB BOGSTAD, BOARD CLERK

EXHIBIT A

All of Lot 8 according to the proposed plat of the Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, Multnomah County, Oregon.

After recording return to:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

No change in tax statements.

STORM WATER OUTFALL EASEMENT

GRANTOR: **THE PORT OF PORTLAND**, a port district of the State of Oregon

GRANTEE: **MULTNOMAH COUNTY**, a municipal corporation organized under the laws of the state of Oregon

For good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon, over, under and through a portion of Grantor's property more precisely described on **Exhibit A** (the "Easement Area").

1. GRANTEE'S USE

1.1 General

Grantee shall have the right to use the Easement Area only for the placement and use of a storm water outfall pipe and slope protection, for discharge of ordinary storm water from the outfall pipe across Grantor's land, and for the ingress and egress necessary thereto, and for no other purpose without Grantor's prior written consent. Grantee shall under no circumstances allow any substances other than ordinary storm water to be discharged from the storm water pipe. Grantee shall manage and, as appropriate, secure the Easement Area and its occupation or use so as to prevent any unauthorized access or waste disposal by any party on or relating to the Easement Area.

1.2 Requirements of Consent Decree

1.2.1 Consent Decree

Grantee covenants that it shall not use the Easement Area in a manner that will be inconsistent with the use of Grantor's property as a wetland and for slope purposes or otherwise inconsistent with Grantor's obligations under the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as such may be amended from time to time (the "Consent Decree").

1.2.2 Design and Construction

The location, design and construction of the storm water pipe and outfall shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, provided that Grantor shall have the right to withhold or condition such approval if the proposed location, design or construction of such pipe or outfall shall interfere with Grantor's ability to comply with the Consent Decree as determined by Grantor in its sole discretion. The end of the storm water pipe shall have a diffuser to minimize erosion of the bank and wetland and trail areas. Grantee shall be responsible for all damages and losses incurred by Grantor arising from erosion or other destruction of the bank and wetland and trail areas resulting from the use, operation and maintenance of the storm water outfall, provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause any such damages or losses. The storm water pipe and outfall, and Grantee's rights to use the Easement Area for such purposes, shall be subject to the provisions of the Consent Decree, and Grantee covenants that it shall not use the pipe, outfall and rights under this Easement in a manner that is inconsistent with the use of Grantor's property as a wetland and for slope purposes or is otherwise inconsistent with Grantor's obligations under the Consent Decree. In addition, Grantee shall be responsible for paying any costs associated with such storm water pipe (such as relocating the pipe or providing a culvert for the pipe) if necessary, as determined by a court to allow Grantor to comply with the Consent Decree, as such may be further amended from time to time. Grantor makes no representations and warranties about defending any claim involving or affecting the location of the storm water pipe. If there is a claim that Grantee's use of the Easement Area violates the Consent Decree, Grantee shall have the right but not the obligation to join in with the Port in defending the claim or, if the Port is not defending the claim, to defend the claim on Grantee's behalf. If Grantee becomes involved in any such defense it shall do so at its sole expense.

2. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

2.1 Definitions

For the purposes of this Easement, the following definitions shall apply:

2.1.1 "Environmental Law"

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

2.1.2 "Hazardous Substance"

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

2.1.3 "Hazardous Substance Release"

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

2.2 Hazardous Substances

Grantee may not use, handle or store on the Easement Area, or use the storm water outfall pipe to transport, any Hazardous Substances.

2.3 Hazardous Substance Releases

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's occupancy or use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

3. TERM

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the property.

4. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or Grantor's property.

5. RESTORATION OF EASEMENT AREA

5.1 Disturbance

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping, wetland or trail areas or other improvement to a condition not less than the condition prior to the exercise of such rights.

5.2 Condition on Termination

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement, or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

6. CONSTRUCTION OF IMPROVEMENTS

Prior to the commencement of any new construction or material reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Construction Permit and Right of Entry.

7. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by Grantee, its agents, contractors, or employees.

8. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including without limitation the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, shallow-rooted landscaping, and continued operation and development of Grantor's property. In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, after consultation with Grantee and at Grantor's expense, the Easement Area and any utilities or facilities located in the Easement Area.

9. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements owned or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

10. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

to the Port:

The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: Manager, Property and Development Services

13. AMENDMENT

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this _____ day of _____, 2001.

GRANTEE
MULTNOMAH COUNTY

GRANTOR
THE PORT OF PORTLAND

By: _____
Diane M. Linn, Chair

By: _____
E.B. Galligan, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

Thomas Sponsler, Attorney for Multnomah
County

By: _____
Counsel for the Port of Portland

By: _____
John S. Thomas
Assistant County Attorney

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
MULTNOMAH COUNTY**

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on _____, 2001, by
_____ as _____ of the Port
of Portland.

Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on _____, 2001, by
_____ as _____ of Multnomah
County.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A

EASEMENT DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North 72°05'11" East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South 00°24'02" East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South 17°21'58" West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South 64°53'03" West a distance of 15.00 feet; (2) thence North 17°21'58" West a distance of 4.00 feet; (3) thence South 72°38'02" West a distance of 21.00 feet; (4) thence South 17°21'58" East a distance of 26.00 feet; (5) thence North 72°38'02" East a distance of 21.00 feet; (6) thence North 17°21'58" West a distance of 6.86 feet; (7) thence North 64°53'03" East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North 17°21'58" East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

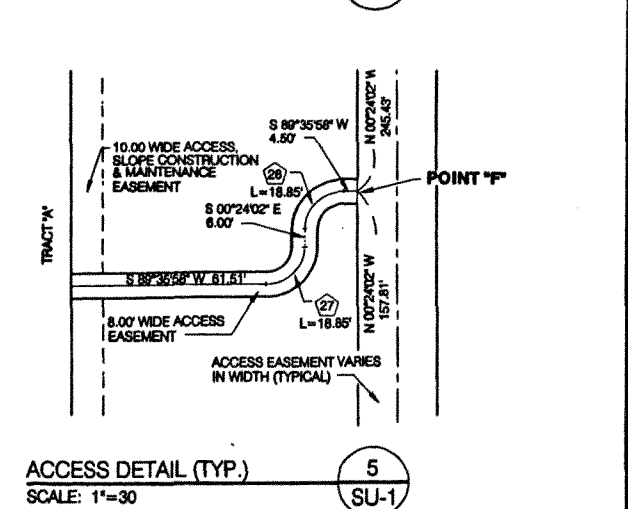
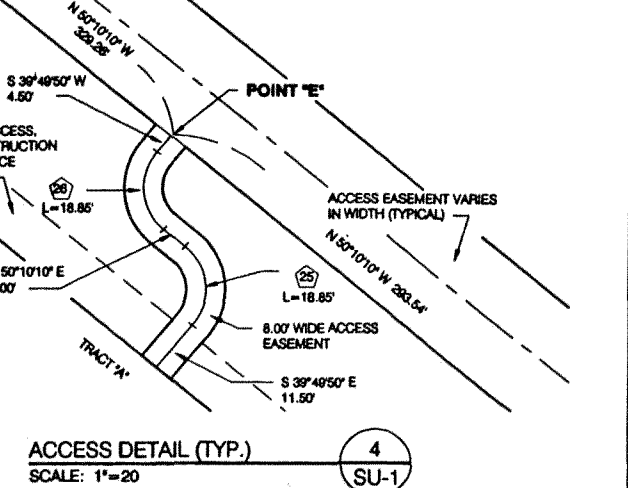
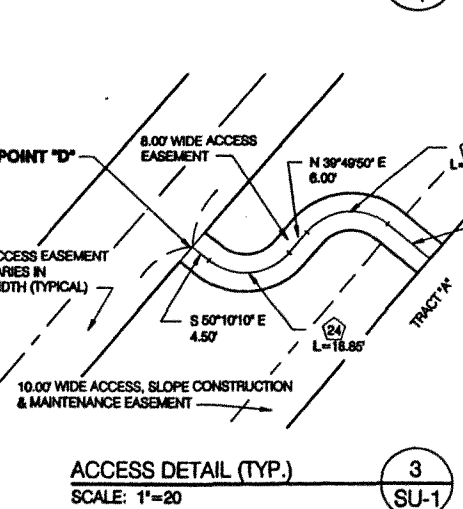
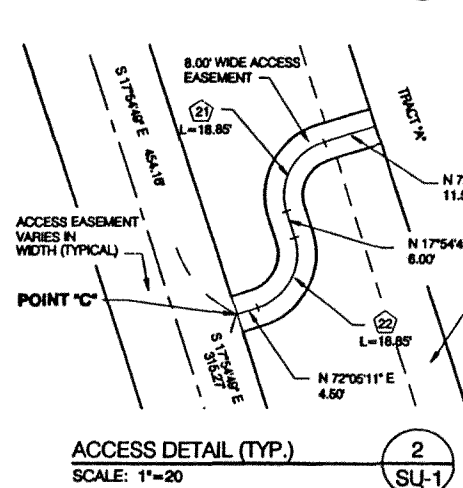
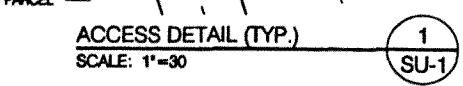
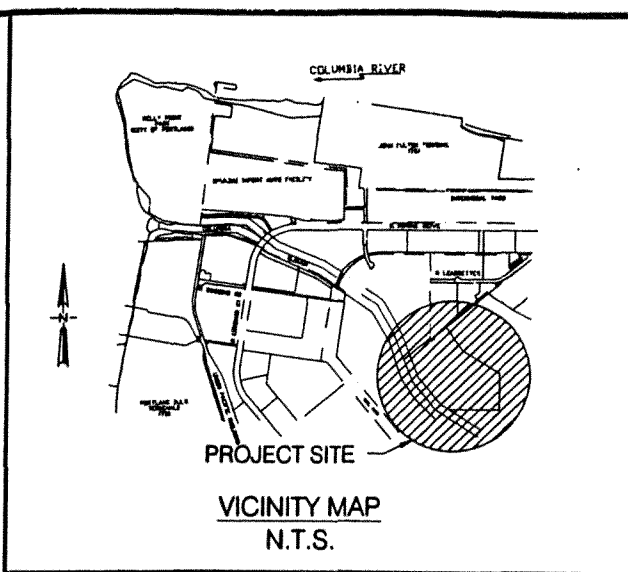
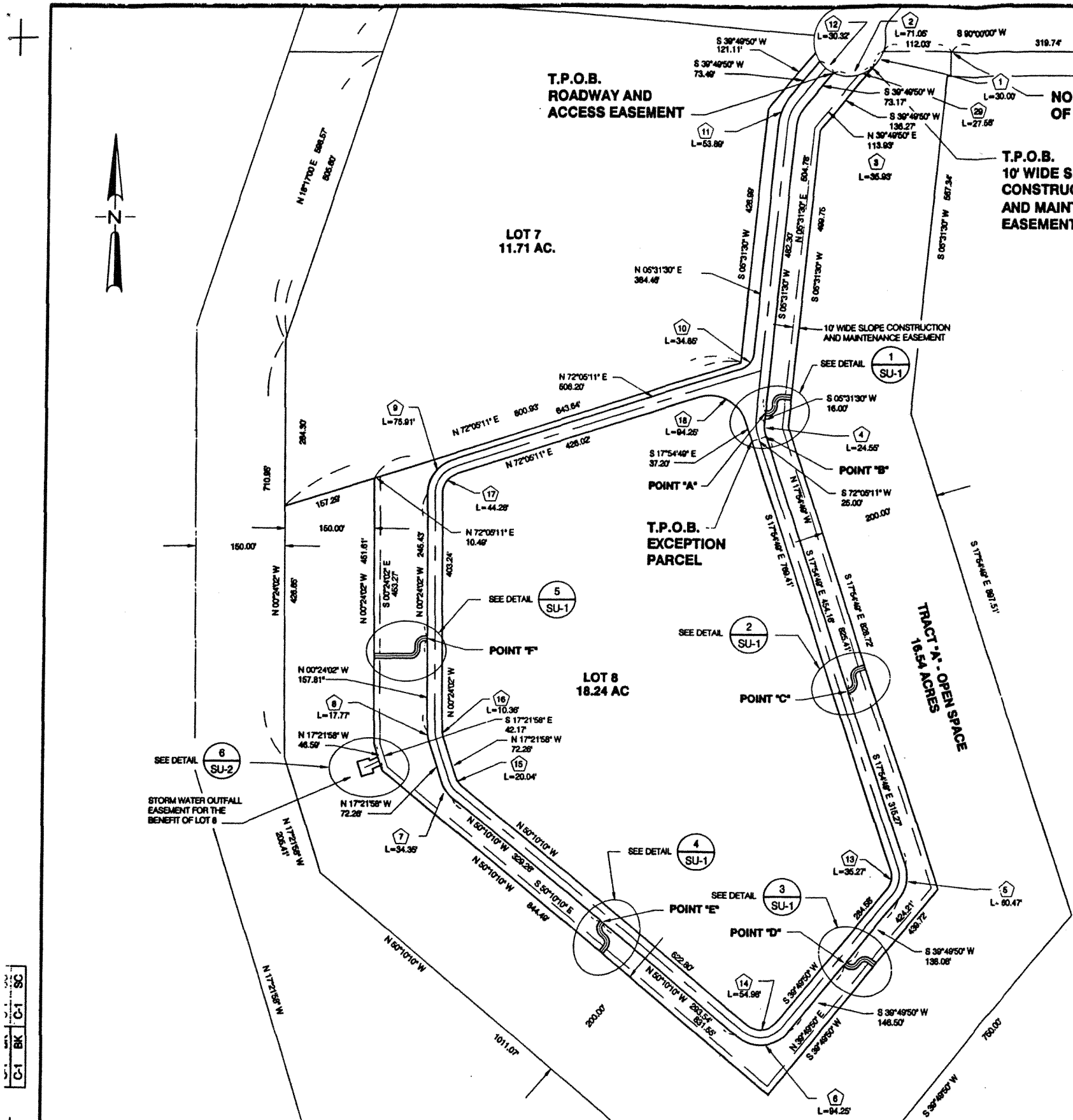


Exhibit A




												<div></div> <div>PORT OF PORTLAND PORTLAND, OREGON</div> <div> PROJECT MANAGER</div> <div><div>960086 DESIGN NUMBER</div><div>82101-110 PROJECT NUMBER</div></div> <div>REGISTERED PROFESSIONAL LAND SURVEYOR  OREGON DAVID A. FOSTER 1984 RENEWED 7/18/01</div>						RIVERGATE INDUSTRIAL DISTRICT											
																		BYBEE LAKE INDUSTRIAL PARK MULTNOMAH COUNTY CORRECTIONS FACILITY EASEMENTS - LOT 8											
																		SUBMITTED BY DAVID IRVINE SURVEY MANAGER			TYPE EP			DRAWING NO. RG 2001-10			1/2 SU-1		
NO. DATE BY REVISIONS CKD APPVD						NO. DATE BY REVISIONS CKD APPVD																							

Exhibit E

LEGAL DESCRIPTION - VARIABLE WIDTH ROADWAY & ACCESS EASEMENTS

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTH-WESTERLY CORNER OF TRACT 'E' 'LEADBETTER ADDITION'; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 80.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT; SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°50'46", A DISTANCE OF 71.06 FEET, TO A POINT THAT BEARS SOUTH 82°02'31" WEST A DISTANCE OF 66.97 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING TWENTY-FIVE (25) COURSES:

- (1) THENCE SOUTH 38°49'50" WEST A DISTANCE OF 73.17 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 36.93 FEET TO A POINT THAT BEARS SOUTH 22°40'40" WEST A DISTANCE OF 36.99 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 482.30 FEET, TO POINT 'A';
- (4) THENCE CONTINUING SOUTH 05°31'30" WEST A DISTANCE OF 18.00 FEET;
- (5) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°28'19", A DISTANCE OF 24.55 FEET TO A POINT THAT BEARS SOUTH 08°11'40" EAST A DISTANCE OF 24.37 FEET FROM THE LAST DESCRIBED POINT, TO POINT 'B';
- (6) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 454.16 FEET, TO POINT 'C';
- (7) THENCE CONTINUING SOUTH 17°54'49" EAST A DISTANCE OF 316.27 FEET;
- (8) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 60.47 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 57.94 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE SOUTH 38°49'50" WEST A DISTANCE OF 138.04 FEET, TO POINT 'D';
- (10) THENCE CONTINUING SOUTH 38°49'50" WEST A DISTANCE OF 148.50 FEET;
- (11) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 84°49'50" WEST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;
- (12) THENCE NORTH 50°10'10" WEST A DISTANCE OF 293.54 FEET, TO POINT 'E';
- (13) THENCE CONTINUING NORTH 50°10'10" WEST A DISTANCE OF 329.39 FEET;
- (14) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 34.35 FEET TO A POINT THAT BEARS NORTH 33°46'04" WEST A DISTANCE OF 33.86 FEET FROM THE LAST DESCRIBED POINT;
- (15) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.26 FEET;
- (16) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 17.77 FEET TO A POINT THAT BEARS NORTH 08°53'00" WEST A DISTANCE OF 17.70 FEET FROM THE LAST DESCRIBED POINT;
- (17) THENCE NORTH 00°24'02" WEST A DISTANCE OF 157.81 FEET, TO POINT 'F';
- (18) THENCE CONTINUING NORTH 00°24'02" WEST A DISTANCE OF 246.43 FEET;
- (19) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°28'13", A DISTANCE OF 75.81 FEET TO A POINT THAT BEARS NORTH 36°50'39" EAST A DISTANCE OF 70.95 FEET FROM THE LAST DESCRIBED POINT;
- (20) THENCE NORTH 72°05'11" EAST A DISTANCE OF 609.20 FEET;
- (21) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°33'41", A DISTANCE OF 34.85 FEET TO A POINT THAT BEARS NORTH 38°48'21" EAST A DISTANCE OF 32.92 FEET FROM THE LAST DESCRIBED POINT;
- (22) THENCE NORTH 05°31'30" EAST A DISTANCE OF 384.48 FEET;
- (23) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 53.86 FEET TO A POINT THAT BEARS NORTH 22°40'40" EAST A DISTANCE OF 53.09 FEET FROM THE LAST DESCRIBED POINT;
- (24) THENCE NORTH 38°49'50" EAST A DISTANCE OF 73.49 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT;
- (25) THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT ALONG THE ARC OF A NON-TANGENT 80.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.32 FEET TO A POINT THAT BEARS SOUTH 45°33'23" EAST A DISTANCE OF 30.00 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (EXCEPTION PARCEL):

BEGINNING AT POINT 'B', AS DESCRIBED IN THE PREVIOUSLY DESCRIBED PARCEL, THENCE SOUTH 72°05'11" WEST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

- (1) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 788.41 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 36.27 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 33.90 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 38°49'50" WEST A DISTANCE OF 284.58 FEET;
- (4) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 64.98 FEET TO A POINT THAT BEARS SOUTH 84°49'50" WEST A DISTANCE OF 49.50 FEET FROM THE LAST DESCRIBED POINT;
- (5) THENCE NORTH 50°10'10" WEST A DISTANCE OF 622.80 FEET;
- (6) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 20.44 FEET TO A POINT THAT BEARS NORTH 33°46'04" WEST A DISTANCE OF 18.77 FEET FROM THE LAST DESCRIBED POINT;
- (7) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.26 FEET;
- (8) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 10.36 FEET TO A POINT THAT BEARS NORTH 08°53'00" WEST A DISTANCE OF 10.33 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE NORTH 00°24'02" WEST A DISTANCE OF 403.24 FEET;
- (10) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°28'13", A DISTANCE OF 44.28 FEET TO A POINT THAT BEARS SOUTH 36°50'39" WEST A DISTANCE OF 41.36 FEET FROM THE LAST DESCRIBED POINT;
- (11) THENCE NORTH 72°05'11" EAST A DISTANCE OF 426.02 FEET;
- (12) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 82°02'31" EAST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;

(13) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 37.20 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING FIVE (5) 8.00 FOOT WIDE ACCESS STRIPS OF LAND, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

(1) BEGINNING AT POINT 'A', AS DESCRIBED ABOVE: THENCE SOUTH 84°28'30" EAST A DISTANCE OF 2.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°10'10" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 05°31'30" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°10'10" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 13.85 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(2) BEGINNING AT POINT 'C', AS DESCRIBED ABOVE: THENCE NORTH 72°05'11" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 72°05'11" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 17°54'49" WEST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 72°05'11" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 72°05'11" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(3) BEGINNING AT POINT 'D', AS DESCRIBED ABOVE: THENCE SOUTH 60°10'10" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 64°49'50" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 38°49'50" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 64°49'50" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 60°10'10" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTH-WESTERLY EDGE OF THE SOUTHWESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(4) BEGINNING AT POINT 'E', AS DESCRIBED ABOVE: THENCE SOUTH 38°49'50" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 60°10'10" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 60°10'10" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 38°49'50" WEST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTH-EASTERLY EDGE OF THE SOUTHWESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(5) BEGINNING AT POINT 'F', AS DESCRIBED ABOVE: THENCE SOUTH 89°35'58" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 00°24'02" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 89°35'58" WEST A DISTANCE OF 61.51 FEET, TO A POINT ON THE EASTERLY EDGE OF THE WESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

LEGAL DESCRIPTION - STORM WATER OUTFALL EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

LOCATED IN A PORTION OF TRACT 'A' OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 & TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST SOUTH-WESTERLY CORNER OF LOT 7 AND THE MOST WESTERLY NORTH-WEST CORNER OF TRACT 'A' OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK'; THENCE NORTH 72°05'11" EAST, ALONG THE COMMON DIVIDING LINE BETWEEN LOT 7 AND TRACT 'A' OF SAID PLAT, A DISTANCE OF 157.29 FEET, TO THE MOST WESTERLY NORTH-WEST CORNER OF LOT 8 OF SAID PROPOSED PLAT; THENCE LEAVING SAID COMMON DIVIDING LINE ALONG THE EASTERLY LINE OF TRACT 'A' AND THE WESTERLY LINES OF LOT 8, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°24'02" EAST A DISTANCE OF 451.61 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF LOT 8; (2) THENCE SOUTH 17°21'58" WEST A DISTANCE OF 22.87 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID WESTERLY LINE, ALONG THE OUTBOUND, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 64°53'03" WEST A DISTANCE OF 16.00 FEET; (2) THENCE NORTH 17°21'58" WEST A DISTANCE OF 4.00 FEET; (3) THENCE SOUTH 72°38'02" WEST A DISTANCE OF 21.00 FEET; (4) THENCE NORTH 17°21'58" EAST A DISTANCE OF 28.00 FEET; (5) THENCE NORTH 72°38'02" EAST A DISTANCE OF 21.00 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 6.86 FEET; (7) THENCE NORTH 84°53'03" EAST A DISTANCE OF 16.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE ALONG SAID WESTERLY LINE OF LOT 8 NORTH 17°21'58" EAST A DISTANCE OF 15.14 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 771.00 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

LEGAL DESCRIPTION - 10.00 WIDE SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT

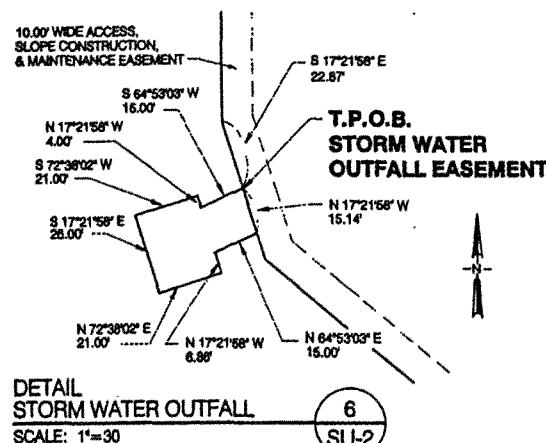
A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 & TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTH-WESTERLY CORNER OF TRACT 'E' 'LEADBETTER ADDITION'; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 80.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE DIVIDING LINE BETWEEN LOT 8 AND TRACT 'A' OF SAID PLAT, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 38°49'50" WEST A DISTANCE OF 138.72 FEET; (2) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 489.75 FEET; (3) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 828.72 FEET; (4) THENCE SOUTH 38°49'50" WEST A DISTANCE OF 439.72 FEET; (5) THENCE NORTH 50°10'10" WEST A DISTANCE OF 844.49 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 48.58 FEET; (7) THENCE NORTH 00°24'02" WEST A DISTANCE OF 451.61 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED LOT 7; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 7 AND 8 OF SAID PLAT NORTH 72°05'11" EAST A DISTANCE OF 10.49 FEET; THENCE LEAVING SAID LINE, PARALLEL WITH AND 10.00 FEET DISTANCE FROM WHEN MEASURED AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE BETWEEN LOT 8 AND TRACT 'A', THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 00°24'02" EAST, A DISTANCE OF 453.27 FEET; (2) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 42.17 FEET; (3) THENCE SOUTH 60°10'10" EAST A DISTANCE OF 831.55 FEET; (4) THENCE NORTH 38°49'50" EAST A DISTANCE OF 424.21 FEET; (5) THENCE NORTH 17°54'49" WEST A DISTANCE OF 825.41 FEET; (6) NORTH 05°31'30" EAST A DISTANCE OF 504.78 FEET; (7) THENCE NORTH 38°49'50" EAST A DISTANCE OF 113.93 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT; THENCE ALONG THE AFORESAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 27.58 FEET TO A POINT THAT BEARS NORTH 81°17'14" EAST A DISTANCE OF 27.34 FEET FROM THE LAST DESCRIBED POINT BEING THE TRUE POINT OF BEGINNING. CONTAINING 32,198.53 SQUARE FEET OR 0.74 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

CURVE DATA					
	Δ	R	L	CHORD	CHORD BEARING
①	28°38'52"	80.00'	30.00'	29.89'	S 33°47'42" W
②	67°50'46"	80.00'	71.06'	66.97'	S 82°02'31" W
③	34°18'20"	80.00'	36.93'	36.99'	S 22°40'40" W
④	23°28'19"	80.00'	24.55'	24.37'	S 08°11'40" E
⑤	57°44'39"	80.00'	60.47'	57.94'	S 10°57'30" W
⑥	90°00'00"	80.00'	94.25'	84.85'	S 84°49'50" W
⑦	32°48'12"	80.00'	34.35'	33.86'	N 33°46'04" W
⑧	16°57'56"	80.00'	17.77'	17.70'	N 08°53'00" W
⑨	72°28'13"	80.00'	75.81'	70.95'	N 35°50'39" E
⑩	96°33'41"	80.00'	34.85'	32.92'	N 38°48'21" E
⑪	34°18'20"	90.00'	53.86'	53.09'	N 22°40'40" E
⑫	28°57'24"	80.00'	30.32'	30.00'	S 49°33'23" E
⑬	57°44'39"	80.00'	36.27'	33.80'	S 10°57'30" W
⑭	90°00'00"	35.00'	54.98'	49.50'	S 84°49'50" W
⑮	32°48'12"	35.00'	20.44'	19.77'	N 33°46'04" W
⑯	16°57'56"	35.00'	10.36'	10.33'	N 08°53'00" W
⑰	72°28'13"	35.00'	44.28'	41.36'	S 35°50'39" W
⑱	90°00'00"	80.00'	94.25'	84.85'	S 82°02'31" E
⑲	90°00'00"	12.00'	18.85'	18.97'	N 50°10'10" E
⑳	90°00'00"	12.00'	18.85'	18.97'	N 50°10'10" E
㉑	90°00'00"	12.00'	18.85'	18.97'	N 27°05'11" E
㉒	90°00'00"	12.00'	18.85'	18.97'	N 27°05'11" E
㉓	90°00'00"	12.00'	18.85'	18.97'	N 84°49'50" E
㉔	90°00'00"	12.00'	18.85'	18.97'	N 84°49'50" E
㉕	90°00'00"	12.00'	18.85'	18.97'	S 05°10'10" E
㉖	90°00'00"	12.00'	18.85'	18.97'	S 05°10'10" E
㉗	90°00'00"	12.00'	18.85'	18.97'	S 44°35'58" W
㉘	90°00'00"	12.00'	18.85'	18.97'	S 44°35'58" W
㉙	28°20'12"	80.00'	27.58'	27.34'	S 81°17'14" W



6
SU-2

Exhibit A

PORT OF PORTLAND
PORTLAND, OREGON

DAVID A. FOSTER
PROJECT MANAGER

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
DAVID A. FOSTER
1984

DESIGNED BY D. FOSTER
DRAWN BY D. FOSTER
CHECKED BY C. VANDERWERFF
DATE MAY, 2001
SCALE 1" = 100'

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
MULTNOMAH COUNTY CORRECTIONS FACILITY
EASEMENTS - LOT 8 - DESCRIPTIONS

SUBMITTED BY DAVID IRVINE
SURVEY MANAGER

TYPE DRAWING NO.
EP RG 2001-10 2/2 SU-2

DISCLAIMER: Due to processing, this document may not accurately represent the original document.

Exhibit E

After recording return to:

Port of Portland
Legal Department
P. O. Box 3529
Portland, OR 97208-3529

No change in tax statements.

**ACCESS AND SLOPE CONSTRUCTION AND MAINTENANCE
EASEMENT AGREEMENT**

GRANTOR: **MULTNOMAH COUNTY**, a municipal corporation organized under the laws of the state of Oregon

GRANTEE: **THE PORT OF PORTLAND**, a port district of the State of Oregon

RECITALS

A. Just prior to the execution and delivery of this Access and Slope Construction and Maintenance Easement Agreement (this "Easement"), Grantee has conveyed to Grantor the real property described in attached **Exhibit A** (the "Grantor's Property").

B. As partial consideration for such conveyance, the parties intend for Grantee to be granted the easements on the Grantor's Property provided below to benefit the property owned by Grantee lying adjacent to the Grantor's Property and identified on attached **Exhibit B** (the "Adjacent Land").

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENTS

Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon and over portions of the Grantor's Property more precisely described on attached **Exhibit C** (the "Easement Area"). The Easement Area is comprised of the "Roadway and Access Easement" area (referred to below as the "Access Area") and the "Slope Construction and Maintenance Easement" area (referred to below as the "Slope Area" as shown and identified on attached **Exhibit C**.

2. GRANTEE'S USE

2.1 Access Easement

The Access Area shall be not less than eight feet wide located generally along the perimeter of Grantor's Property as more particularly shown in attached **Exhibit C** and shall provide access through Grantor's berm to the Adjacent Land at intervals of not less than five hundred (500) feet. Grantee shall have the right to use the Access Area for purposes of vehicular and pedestrian ingress and egress to the Adjacent Land for maintenance of the Adjacent Land and for no other purpose without Grantor's prior written consent. Grantee's vehicles shall not be permitted to park or stop in the Access Area except on the access roads through the berm between the perimeter road and the Adjacent Land. Grantee shall not place any materials or other items within the Access Area or do anything to restrict Grantor's use of the Access Area for access to Grantor's Property.

2.2 Slope Area

Grantee shall have the right to use the Slope Area for construction and maintenance of a slope as necessary, in Grantee's sole judgment, for the Grantee to comply with the requirements of the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al., in the District Court of Oregon, as may be amended from time to time (the "Consent Decree"), as such Consent Decree affects the Adjacent Land. If such uses by Grantee compromise the lateral support of Grantor's Property and any improvements on Grantor's Property, including without limitation any landscaping installed by Grantor, Grantee shall reimburse Grantor its actual damages, if any, that Grantor proves were caused by a compromise of lateral support that in turn was caused by Grantee's uses of the Slope Area; provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause such compromise of lateral support.

3. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

3.1 Definitions

For the purposes of this Easement, the following definitions shall apply:

3.1.1 "Environmental Law"

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

3.1.2 "Hazardous Substance"

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

3.1.3 "Hazardous Substance Release"

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

3.2 Hazardous Substances

Grantee may not use, handle or store on the Easement Area, or use the Easement Area to transport, any Hazardous Substances except for those necessary for Grantee to use in connection with its use of the Easement Area.

3.3 Hazardous Substance Releases

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

4. TERM

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the Grantor's Property.

5. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or the Grantor's Property.

6. RESTORATION OF EASEMENT AREA

6.1 Disturbance

Except as expressly allowed by this Easement, in the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights.

6.2 Condition on Termination

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

7. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by, Grantee, its agents, contractors, or employees.

8. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use.

9. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements, including landscaping materials, owned or placed by Grantee in the Easement Area to keep them in good condition and repair at all times.

10. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

to the Port:

The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: Manager, Property and Development Services

13. AMENDMENT

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this _____ day of _____, 2001.

GRANTOR
MULTNOMAH COUNTY

GRANTEE
THE PORT OF PORTLAND

By: _____
Diane M. Linn, Chair

By: _____
E. B. Galligan, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

Thomas Sponsler, Attorney for Multnomah
County

By: _____
Counsel for the Port of Portland

By: _____
John S. Thomas
Assistant County Attorney

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
MULTNOMAH COUNTY**

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on _____, 2001, by
_____ as _____ of the Port
of Portland.

Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on _____, 2001, by
_____ as _____ of Multnomah
County.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A
GRANTOR'S PROPERTY

All of Lot 8 according to the Plat of the Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, Multnomah County, Oregon.

EXHIBIT B

ADJACENT LAND

All of Tract "A", Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, County of Multnomah, Oregon, according to the Plat recorded August 6, 2001, Book 1251, Pages 69 through 76, Fee Number 2001-122248.

EXHIBIT C

EASEMENT DESCRIPTION

Variable Width Roadway & Access Easements:

A parcel of land situated in the Northwest one-quarter and the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Being a portion of Lot 8, of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a replat of Lot 2 and Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Northwesterly corner of Tract "E" "Leadbetter Addition"; thence South 90°00'00" West, a distance of 112.03 feet to a point on the Southeasterly right-of-way line of N. Bybee Lake Court recorded as fee no. 2000-025463, dated February 24, 2000, Multnomah County Deed Records; thence along said right-of-way line along the arc of a nontangent 60.00 foot radius curve to the right, through a central angle of 28°38'52", a distance of 30.00 feet, to a point that bears South 33°47'42" West a distance of 29.69 feet from the last described point, said point being the most Northeasterly corner of said Lot 8; thence continuing along the Southeasterly right-of-way line of N. Bybee Lake Court along the arc of a 60.00 foot radius curve to the right, through a central angle of 67°50'46", a distance of 71.05 feet, to a point that bears South 82°02'31" West a distance of 66.97 feet from the last described point said point being the **true point of beginning**; thence leaving said right-of-way line, along the following twenty-five (25) courses:

- (1) thence South 39°49'50" West a distance of 73.17 feet;
- (2) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 34°18'20", a distance of 35.93 feet to a point that bears South 22°40'40" West a distance of 35.39 feet from the last described point;
- (3) thence South 05°31'30" West a distance of 482.30 feet, to Point "A";
- (4) thence continuing South 05°31'30" West a distance of 16.00 feet
- (5) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 23°26'19", a distance of 24.55 feet to a point that bears South 06°11'40" East a distance of 24.37 feet from the last described point, to Point "B";
- (6) thence South 17°54'49" East a distance of 454.16 feet, to Point "C";
- (7) thence continuing South 17°54'49" East a distance of 315.27 feet;
- (8) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 60.47 feet to a point that bears South 10°57'30" West a distance of 57.94 feet from the last described point;

(9) thence South 39°49'50" West a distance of 138.08 feet, to Point "D";
 (10) thence continuing South 39°49'50" West a distance of 146.50 feet;
 (11) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 84°49'50" West a distance of 84.85 feet from the last described point;
 (12) thence North 50°10'10" West a distance of 293.54 feet, to Point "E";
 (13) thence continuing North 50°10'10" West a distance of 329.26 feet;
 (14) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 34.35 feet to a point that bears North 33°46'04" West a distance of 33.88 feet from the last described point;
 (15) thence North 17°21'58" West a distance of 72.26 feet;
 (16) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 17.77 feet to a point that bears North 08°53'00" West a distance of 17.70 feet from the last described point;
 (17) thence North 00°24'02" West a distance of 157.81 feet, to Point "F";
 (18) thence continuing North 00°24'02" West a distance of 245.43 feet;
 (19) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 72°29'13", a distance of 75.91 feet to a point that bears North 35°50'35" East a distance of 70.95 feet from the last described point;
 (20) thence North 72°05'11" East a distance of 506.20 feet;
 (21) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 66°33'41", a distance of 34.85 feet to a point that bears North 38°48'21" East a distance of 32.92 feet from the last described point;
 (22) thence North 05°31'30" East a distance of 384.46 feet;
 (23) thence along the arc of a 90.00 foot radius curve to the right through a central angle of 34°18'20", a distance of 53.89 feet to a point that bears North 22°40'40" East a distance of 53.09 feet from the last described point;
 (24) thence North 39°49'50" East a distance of 73.49 feet, to a point on the Southeasterly right-of-way line of N. Bybee Lake Court;
 (25) thence along said Southeasterly right-of-way line of North Bybee Lake Court along the arc of a non-tangent 60.00 foot radius curve to the left through a central angle of 28°57'24", a distance of 30.32 feet to a point that bears South 49°33'23" East a distance of 30.00 feet from the last described point, said point being **the true point of beginning**.

Excepting therefrom the following described property (exception parcel):

Beginning at Point "B", as described in the previously described parcel, thence South 72°05'11" West a distance of 25.00 feet to the **true point of beginning**; thence along the following thirteen (13) courses:

(1) thence South 17°54'49" East a distance of 769.41 feet;
 (2) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 35.27 feet to a point that bears South 10°57'30" West a distance of 33.80 feet from the last described point;

- (3) thence South 39°49'50" West a distance of 284.58 feet;
- (4) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 54.98 feet to a point that bears South 84°49'50" West a distance of 49.50 feet from the last described point;
- (5) thence North 50°10'10" West a distance of 622.80 feet;
- (6) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 20.04 feet to a point that bears North 33°46'04" West a distance of 19.77 feet from the last described point;
- (7) thence North 17°21'58" West a distance of 72.26 feet;
- (8) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 10.36 feet to a point that bears North 08°53'00" West a distance of 10.33 feet from the last described point;
- (9) thence North 00°24'02" West a distance of 403.24 feet;
- (10) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 72°29'13" a distance of 44.28 feet to a point that bears South 35°50'35" West a distance of 41.39 feet from the last described point;
- (11) thence North 72°05'11" East a distance of 426.02 feet;
- (12) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 62°54'49" East a distance of 84.85 feet from the last described point;
- (13) thence South 17°54'49" East a distance of 37.20 feet to the **true point of beginning**.

Together with the following five (5) 8.00 foot wide access strips of land, lying 4.00 feet on each side of the following described centerlines:

- (1) **Beginning at Point "A"**, as described above: thence South 84°28'30" East a distance of 2.00 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence North 05°31'30" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence South 84°28'30" East a distance of 13.95 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (2) **Beginning at Point "C"**, as described above: thence North 72°05'11" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence North 17°54'49" West a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence South 72°05'11" East a distance of 11.50 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

- (3) **Beginning at Point "D"**, as described above: thence South 50°10'10" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence North 39°49'50" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 11.50 feet, to a point on the Northwestern edge of the Southeasterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (4) **Beginning at Point "E"**, as described above: thence South 39°49'50" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 39°49'50" East a distance of 11.50 feet, to a point on the Northeasterly edge of the Southwesterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (5) **Beginning at Point "F"**, as described above: thence South 89°35'58" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 00°24'02" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 89°35'58" West a distance of 61.51 feet, to a point on the Easterly edge of the Westerly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

Storm Water Outfall Easement:

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North $72^{\circ}05'11''$ East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South $00^{\circ}24'02''$ East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South $17^{\circ}21'58''$ West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South $64^{\circ}53'03''$ West a distance of 15.00 feet; (2) thence North $17^{\circ}21'58''$ West a distance of 4.00 feet; (3) thence South $72^{\circ}38'02''$ West a distance of 21.00 feet; (4) thence South $17^{\circ}21'58''$ East a distance of 26.00 feet; (5) thence North $72^{\circ}38'02''$ East a distance of 21.00 feet; (6) thence North $17^{\circ}21'58''$ West a distance of 6.86 feet; (7) thence North $64^{\circ}53'03''$ East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North $17^{\circ}21'58''$ East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

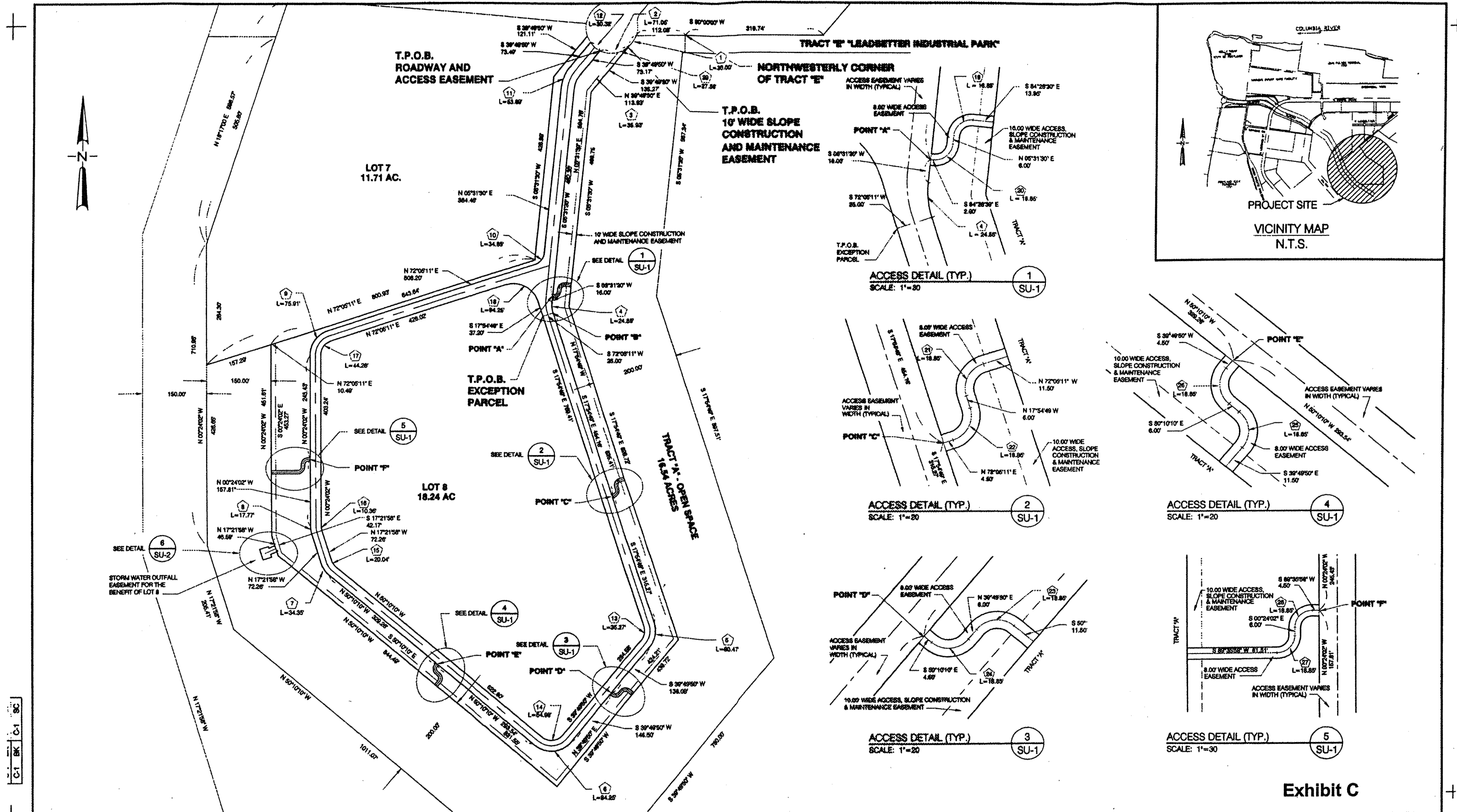


Exhibit C

<p>PORT OF PORTLAND PORTLAND, OREGON</p> <p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p>DAVID A. FOSTER 1994</p>										<p>DESIGNED BY: D. FOSTER</p> <p>DRAWN BY: D. FOSTER</p> <p>CHECKED BY: C. VANDERWERF</p> <p>DATE: MAY, 2001</p>										<p>RIVERGATE INDUSTRIAL DISTRICT</p> <p>BYBEE LAKE INDUSTRIAL PARK</p> <p>MULTNOMAH COUNTY CORRECTIONS FACILITY</p> <p>EASEMENTS - LOT 8</p>									
<p>NO. DATE BY</p>										<p>NO. DATE BY</p>										<p>SUBMITTED BY: DAVID IRVINE SURVEY MANAGER</p>									
<p>REVISIONS</p>										<p>NO. DATE BY</p>										<p>TYPE: EP RG 2001-10 DRAWING NO.: 1/2 SU-1</p>									

DISCLAIMER: Due to processing, this document may not accurately represent the original document.

Exhibit F

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "PORT OF PORTLAND" SAID POINT BEING THE MOST NORTH-WESTERLY CORNER OF TRACT "E" LEADBEATER ADDITION; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTH-EASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-026463, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A MONTAGNOM 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.69 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTH-EASTERLY CORNER OF SAID LOT 6; THENCE CONTINUING ALONG THE SOUTH-EASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°50'46", A DISTANCE OF 71.05 FEET, TO A POINT THAT BEARS SOUTH 82°02'31" WEST A DISTANCE OF 66.97 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING TWENTY-FIVE (25) COURSES:

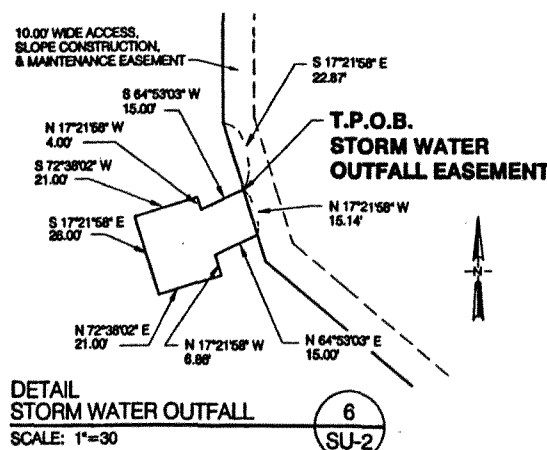
- (1) THENCE SOUTH 30°40'50" WEST A DISTANCE OF 73.17 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 36.93 FEET TO A POINT THAT BEARS SOUTH 22°40'40" WEST A DISTANCE OF 86.38 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 482.30 FEET, TO POINT "A";
- (4) THENCE CONTINUING SOUTH 05°31'30" WEST A DISTANCE OF 16.00 FEET
- (5) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°28'18", A DISTANCE OF 34.56 FEET TO A POINT THAT BEARS SOUTH 08°11'40" EAST A DISTANCE OF 24.37 FEET FROM THE LAST DESCRIBED POINT, TO POINT "B";
- (6) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 454.16 FEET, TO POINT "C";
- (7) THENCE CONTINUING SOUTH 17°54'49" EAST A DISTANCE OF 315.27 FEET;
- (8) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'38", A DISTANCE OF 60.47 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 57.94 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE SOUTH 30°40'50" WEST A DISTANCE OF 138.08 FEET, TO POINT "D";
- (10) THENCE CONTINUING SOUTH 30°40'50" WEST A DISTANCE OF 148.50 FEET;
- (11) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 64.25 FEET TO A POINT THAT BEARS SOUTH 84°40'50" WEST A DISTANCE OF 84.86 FEET FROM THE LAST DESCRIBED POINT;
- (12) THENCE NORTH 50°10'10" WEST A DISTANCE OF 293.54 FEET, TO POINT "E";
- (13) THENCE CONTINUING NORTH 50°10'10" WEST A DISTANCE OF 329.26 FEET;
- (14) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 34.35 FEET TO A POINT THAT BEARS NORTH 33°48'04" WEST A DISTANCE OF 33.88 FEET FROM THE LAST DESCRIBED POINT;
- (15) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.28 FEET;
- (16) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 17.77 FEET TO A POINT THAT BEARS NORTH 05°33'00" WEST A DISTANCE OF 17.70 FEET FROM THE LAST DESCRIBED POINT;
- (17) THENCE NORTH 00°24'02" WEST A DISTANCE OF 157.81 FEET, TO POINT "F";
- (18) THENCE CONTINUING NORTH 00°24'02" WEST A DISTANCE OF 245.43 FEET;
- (19) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13", A DISTANCE OF 75.91 FEET TO A POINT THAT BEARS NORTH 36°50'38" EAST A DISTANCE OF 70.95 FEET FROM THE LAST DESCRIBED POINT;
- (20) THENCE NORTH 72°06'11" EAST A DISTANCE OF 506.20 FEET;
- (21) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°33'41", A DISTANCE OF 34.85 FEET TO A POINT THAT BEARS NORTH 38°48'21" EAST A DISTANCE OF 32.92 FEET FROM THE LAST DESCRIBED POINT;
- (22) THENCE NORTH 05°31'30" EAST A DISTANCE OF 384.46 FEET;
- (23) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 63.89 FEET TO A POINT THAT BEARS NORTH 22°40'40" EAST A DISTANCE OF 63.00 FEET FROM THE LAST DESCRIBED POINT;
- (24) THENCE NORTH 30°40'50" EAST A DISTANCE OF 73.40 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT;
- (25) THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH BYBEE LAKE COURT ALONG THE ARC OF A NON-TANGENT 80.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°57'24", A DISTANCE OF 30.32 FEET TO A POINT THAT BEARS SOUTH 48°32'23" EAST A DISTANCE OF 30.00 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (EXCEPTION PARCEL):

BEGINNING AT POINT "B", AS DESCRIBED IN THE PREVIOUSLY DESCRIBED PARCEL, THENCE SOUTH 72°05'11" WEST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

- (1) THENCE SOUTH 17°54'40" EAST A DISTANCE OF 788.41 FEET;
- (2) THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'30", A DISTANCE OF 35.27 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 33.80 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 30°49'50" WEST A DISTANCE OF 284.58 FEET;
- (4) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°07'00", A DISTANCE OF 54.98 FEET TO A POINT THAT BEARS SOUTH 84°49'50" WEST A DISTANCE OF 40.50 FEET FROM THE LAST DESCRIBED POINT;
- (5) THENCE NORTH 50°10'01" WEST A DISTANCE OF 622.80 FEET;
- (6) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 20.04 FEET TO A POINT THAT BEARS NORTH 33°49'04" WEST A DISTANCE OF 18.77 FEET FROM THE LAST DESCRIBED POINT;
- (7) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.28 FEET;
- (8) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 10.36 FEET TO A POINT THAT BEARS NORTH 06°53'00" WEST A DISTANCE OF 10.33 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE NORTH 00°24'02" WEST A DISTANCE OF 403.24 FEET;
- (10) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13" A DISTANCE OF 44.28 FEET TO A POINT THAT BEARS SOUTH 36°50'35" WEST A DISTANCE OF 41.39 FEET FROM THE LAST DESCRIBED POINT;
- (11) THENCE NORTH 72°05'11" EAST A DISTANCE OF 426.02 FEET;
- (12) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 94.26 FEET TO A POINT THAT BEARS SOUTH 82°54'40" EAST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;

CURVE DATA					
	Δ	R	L	CHORD	CHORD BEARING
①	28°38'52"	80.00'	30.00'	28.69'	S 33°47'42" W
②	67°50'48"	80.00'	71.05'	66.97'	S 82°02'31" W
③	34°18'20"	80.00'	35.93'	35.38'	S 22°40'40" W
④	23°28'18"	80.00'	24.55'	24.37'	S 08°11'40" E
⑤	57°44'38"	80.00'	60.47'	57.94'	S 10°57'30" W
⑥	90°00'00"	80.00'	94.25'	84.85'	S 84°48'50" W
⑦	32°48'12"	80.00'	34.35'	33.88'	N 33°48'04" W
⑧	16°57'58"	80.00'	17.77'	17.70'	N 08°53'00" W
⑨	72°28'13"	80.00'	75.91'	70.95'	N 35°50'35" E
⑩	88°33'41"	80.00'	34.85'	32.92'	N 38°48'21" E
⑪	34°18'20"	90.00'	53.89'	53.09'	N 22°40'40" E
⑫	28°57'24"	80.00'	30.32'	30.00'	S 48°33'23" E
⑬	57°44'38"	80.00'	35.27'	33.80'	S 10°57'30" W
⑭	90°00'00"	35.00'	54.98'	48.50'	S 84°48'50" W
⑮	32°48'12"	35.00'	20.04'	19.77'	N 33°48'04" W
⑯	16°57'58"	35.00'	10.38'	10.33'	N 08°53'00" W
⑰	72°28'13"	35.00'	44.28'	41.39'	S 35°50'35" W
⑱	90°00'00"	80.00'	94.25'	84.85'	S 82°54'49" E
⑲	90°00'00"	12.00'	18.85'	16.97'	N 50°31'30" E
⑳	90°00'00"	12.00'	18.85'	16.97'	N 50°31'30" E
㉑	90°00'00"	12.00'	18.85'	16.97'	N 27°05'11" E
㉒	90°00'00"	12.00'	18.85'	16.97'	N 27°05'11" E
㉓	90°00'00"	12.00'	18.85'	16.97'	N 84°48'50" E
㉔	90°00'00"	12.00'	18.85'	16.97'	N 84°48'50" E
㉕	90°00'00"	12.00'	18.85'	16.97'	S 05°10'10" E
㉖	90°00'00"	12.00'	18.85'	16.97'	S 05°10'10" E
㉗	90°00'00"	12.00'	18.85'	16.97'	S 44°35'58" W
㉘	90°00'00"	12.00'	18.85'	16.97'	S 44°35'58" W
㉙	28°20'12"	80.00'	27.58'	27.34'	S 81°17'14" W



(13) THENCE SOUTH 17°54'48" EAST A DISTANCE OF 37.20 FEET TO THE TRUE POINT OF BEGINNING

TOGETHER WITH THE FOLLOWING FIVE (5) 8.00 FOOT WIDE ACCESS STRIPS OF LAND, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

- (1) BEGINNING AT POINT "A", AS DESCRIBED ABOVE; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 2.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 06°31'30" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 13.96 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

- (2) BEGINNING AT POINT "O", AS DESCRIBED ABOVE; THENCE NORTH $72^{\circ}05'11"$ EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00"$ A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH $27^{\circ}05'11"$ EAST A DISTANCE OF 18.85 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH $17^{\circ}54'49"$ WEST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00"$ A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH $27^{\circ}05'11"$ EAST A DISTANCE OF 18.85 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH $72^{\circ}05'11"$ EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

- (3) BEGINNING AT POINT "D", AS DESCRIBED ABOVE; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°45'00" EAST A DISTANCE OF 16.87 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 39°45'00" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°45'00" EAST A DISTANCE OF 16.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTH-WESTERLY EDGE OF THE SOUTH-EASTERLY PORTION OF TRACT "A" OF SAND PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

- (4) BEGINNING AT POINT "E", AS DESCRIBED ABOVE; THENCE SOUTH 39°49'50" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 05°10'10" EAST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 05°10'10" EAST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 39°49'50" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTHEASTERLY EDGE OF THE SOUTH-WESTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.
- (5) BEGINNING AT POINT "F", AS DESCRIBED ABOVE; THENCE SOUTH 80°35'58" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 07°00'00" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 16.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 80°35'58" WEST A DISTANCE OF 81.5 FEET, TO A POINT ON THE EASTERLY EDGE OF THE WESTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" (PORT OF FORTLAND DRAWING NUMBER FG 1999-10), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

~~A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:~~

LOCATED IN A PORTION OF TRACT 'A' OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 & TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAPS CRISBORN "PORT OF PORTLAND" SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF LOT 7 AND THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK," THENCE NORTH 72°05'11" EAST, ALONG THE COMMON DIVIDING LINE BETWEEN LOT 7 AND TRACT "A" OF SAID PLAT, A DISTANCE OF 157.29 FEET, TO THE MOST WESTERLY NORTHWEST CORNER OF LOT 8 OF SAID PROPOSED PLAT; THENCE LEAVING SAID COMMON DIVIDING LINE ALONG THE EASTERLY LINE OF TRACT "A" AND THE WESTERLY LINES OF LOT 8, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 07°24'02" EAST A DISTANCE OF 451.61 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF LOT 8; (2) THENCE SOUTH 17°21'58" WEST A DISTANCE OF 22.87 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID WESTERLY LINE, ALONG THE OUTBOUNDS, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 18°33'03" WEST A DISTANCE OF 16.00 FEET; (2) THENCE NORTH 17°21'58" WEST A DISTANCE OF 4.00 FEET; (3) THENCE SOUTH 72°38'02" WEST A DISTANCE OF 21.00 FEET; (4) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 26.00 FEET; (5) THENCE NORTH 72°38'02" EAST A DISTANCE OF 21.00 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 68.88 FEET; (7) THENCE NORTH 64°33'03" EAST A DISTANCE OF 15.00 FEET TO AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE ALONG SAID WESTERLY LINE OF LOT 8 NORTH 17°21'58" EAST A DISTANCE OF 15.14 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 771.00 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" (PORT OF PORTLAND DRAWING NUMBER PG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

[illegible]

PORT OF PORTLAND
PORTLAND, OREGON


PROJECT MANAGER

960088	52101-110
DESIGN NUMBER	PROJECT NAME

REGISTERED
PROFESSIONAL
LAND SURVEYOR
David A. Foster
OREGON
CIRC 10, 1998
DAVID A. FOSTER
1934
RENEWED APR 11 12/11 PM

DESIGNED BY D. FOSTER

DRAWN BY D. FOSTER

CHECKED BY C. VANDERWERF

DATE MAY, 2001

SCALE 1" = 100'

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
MULTNOMAH COUNTY CORRECTIONS FACILITY
EASEMENTS - LOT 8 - DESCRIPTIONS

SUBMITTED BY
DAVID IRVINE

TYPE	DRAWING NO.			
EP	RG	2001-10	2/2	SU-2

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR
REIMBURSEMENT OF INFRASTRUCTURE
CONSTRUCTION COSTS TO SERVE RIVERGATE
CORRECTIONS FACILITY SITE**

This Agreement between MULTNOMAH COUNTY, an Oregon municipal corporation (the "County"), and THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port"), is entered into as of January 10, 2001 ("Effective Date").

RECITALS

A. The County has entered into a Sale Agreement and Receipt for Earnest Money (the "Sale Agreement") with the Port dated as of May 13, 1999, for the purchase of 18.24 acres of land in the Rivergate Industrial District, Portland, Oregon, for the construction and operation of a corrections facility.

B. As a condition of the County's construction of its corrections facility, the City of Portland shall require the construction of certain public improvements, including, but not limited to, the construction of a street system in North Rivergate, including portions of North Pacific Gateway Boulevard, Leadbetter Extension, and North-South Road and related utilities, lighting, storm drainage and water systems.

C. These public improvements will benefit property other than the County's.

D. The County wishes to be reimbursed, and the Port wishes to make such reimbursement, for costs incurred in constructing improvements to the County's corrections facility site and for the cost of such construction which benefits other properties.

E. The parties entered into a reimbursement agreement dated effective May 13, 1999. Because of an amendment to the Sale Agreement, it is necessary to revise the previous reimbursement agreement and the parties wish to substitute this agreement for the May 13, 1999 reimbursement agreement.

NOW, THEREFORE, the County and the Port agree:

**1. COUNTY CONSTRUCTION OF PUBLIC INFRASTRUCTURE
IMPROVEMENTS**

The County shall construct, at the County's expense, improvements necessary to serve the Port's Bybee Lake Industrial Park Subdivision and the County's corrections facility as conceptually shown on **Exhibit A** all in accordance with City of Portland land use and development ordinances, regulations and standards and the Port of Portland 1989 Rivergate Development Standards. These improvements include, but are not limited to, the construction of a street system in North Rivergate, including portions of North Pacific Gateway Boulevard, Leadbetter Extension, and North-South Road and all necessary storm drainage, water systems, sanitary sewer utilities, and street lighting. These improvements will provide access and services to 84.19 acres of industrial land, including the corrections facility site of 18.24 acres and 65.95 acres which will remain in Port ownership. The estimated cost of such improvements is three million

nine hundred and fifty thousand dollars (\$3,950,000) as identified on the Port's budget estimate dated May 11, 1999, attached hereto as **Exhibit B**.

2. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE SERVICING CORRECTIONS FACILITY SITE

The Port will reimburse the County for its costs to construct the infrastructure improvements an amount calculated as follows: the proportion of the corrections facility site acreage, 18.24 acres, to the total acreage served by the improvements, 84.19 acres, multiplied by the actual cost of the improvements, not to exceed four million dollars (\$4,000,000). As the corrections facility site is 18.24 acres, and the total area served is 84.19 acres, this proportion is 18.24/84.19 or 21.67% resulting in a maximum reimbursement to the County under this section of eight hundred sixty-six thousand eight hundred dollars (\$866,800). This reimbursement amount will be paid within 60 days of written notice of Completion of the Infrastructure Improvements provided for herein, free of any liens or other claims. For purposes of this agreement "Completion of the Infrastructure Improvements" shall be deemed to have occurred upon issuance by the City of Portland of a Certificate of Completion. The amount reimbursed pursuant to this Section is subject to the provisions of Section 4.

3. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE SERVICING OTHER PROPERTY

3.1 Infrastructure

The Port will reimburse the County for the remainder of the actual construction cost of the infrastructure improvements by the CPI Adjustment as set forth in Section 3.3, over time and from time to time as the Port enters into transactions for lease, sale or other agreement with a third party ("Third Party Transaction"), for use of all or part of the remaining 65.95 acres. The reimbursement shall be calculated based on the following formula:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)}}{84.19} \times \text{Acres Subject to Third Party Transaction}$$

By way of example, subject to adjustments under Section 3.3, if the actual cost of the infrastructure improvements identified on **Exhibit B** is three million nine hundred and fifty thousand dollars (\$3,950,000), and if the Port enters into a Third Party Transaction for 10 acres, then the Port will pay the County forty-six thousand nine hundred and seventeen dollars and sixty-eight cents (\$46,917.68) per acre for each acre subject to the transaction or four hundred and sixty-nine thousand one hundred and seventy-seven dollars (\$469,177).

Payments under this paragraph shall be made within sixty (60) days of closing if the Third Party Transaction is a sale of property, within sixty (60) days of the commencement date if the Third Party Transaction is a lease and within sixty (60) days of the effective date if the Third Party Transaction is any other form of agreement. These dates shall collectively be referred to as the "Third Party Transaction Date." The obligations of the Port under this paragraph are subject to the limitations set forth in Section 3.2.

3.2 Percentage Reimbursement to County Reduced Ten Years After Completion of the Infrastructure Improvements

For Third Party Transactions occurring within the first ten (10) years of the Completion of the Infrastructure Improvements, the Port will pay one hundred percent (100%) of the per-acre cost reimbursement set forth in Section 3.1. For Third Party Transactions occurring after the first ten years, the Port's per-acre reimbursement amount will, after adjustment pursuant to Section 3.3, be decreased by ten percent (10%) of the original reimbursement amount annually, until the reimbursement amount is zero at twenty years after Completion of the Infrastructure Improvements. For example, subject to adjustments under Section 3.3, if the actual cost of infrastructure improvements is three million nine hundred and fifty thousand dollars (\$3,950,000), for transactions occurring in the eleventh year after closing the per acre reimbursement will be reduced by four thousand six hundred and ninety-one dollars and seventy-seven cents (\$4,691.77), in the twelfth year by nine thousand three hundred and eighty-three dollars and fifty-four cents (\$9,383.54), etc.

3.3 CPI Adjustment

Each reimbursement under Section 3.1 shall be escalated based on the cumulative increase in the CPI-U, as defined below, between the date of the Completion of the Infrastructure Improvements and the most recent anniversary of the Completion of the Infrastructure Improvements. By way of example, if the CPI-U on the fourth anniversary date of the Completion of Infrastructure Improvements has increased by nine percent (9%) over the CPI-U on the date of Completion of the Infrastructure Improvements, then for any Third Party Transaction occurring between the fourth and the fifth anniversaries of the Completion of Infrastructure Improvements the reimbursement amount calculated under Section 3.1 will be multiplied by 1.09:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)}}{84.19 \text{ acres}} \times \text{Acres subject to Third Party Transaction} \times (1.09)$$

In the event that the change in the CPI-U for the relevant period decreases, the reimbursement amount shall not be adjusted.

"CPI-U" shall mean the Consumer Price Index-Seasonally Adjusted U.S. City Average for all Items for All Urban Consumers (1982-84=100), as published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor.

In the event the CPI-U is discontinued, the "Consumer Price Index - Seasonally Adjusted U.S. City Average for all Items for Urban Wage Earners and Clerical Workers (1982-84=100)" published in the Monthly Labor Review By the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. In the event the Bureau of Labor Statistics no longer maintains such statistics on the purchasing power of the U.S. consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority selected by the Port shall be used for making the computation.

If the CPI-U base year 1982-84 (or other base year for a substituted index) is changed, the denominator figure used in making the computation in this paragraph shall accordingly be

changed so that all increases in the CPI-U from the base year are taken into account notwithstanding any such change in such CPI-U base year.

4. COST SHARING IF IMPROVEMENTS EXCEED \$4 MILLION DUE TO CITY IMPOSED REQUIREMENTS

Notwithstanding the provisions of Section 2, should the cost of construction of the infrastructure improvements exceed four million dollars (\$4,000,000) due to design, construction or any other requirements imposed by the City of Portland, the County and the Port shall allocate such additional costs as follows: if the increased cost is due to improvements required by the City of Portland in excess of those described in **Exhibit B** as a result of the County's use of its parcel, then the County will pay such increased cost; if the increased cost is due to additional improvements being required as a result of actual or potential uses on the Port's adjacent 65.95 acres or on other property owned by the Port, the Port will pay the increased cost when it is incurred. Any dispute concerning cost sharing under this agreement shall be resolved through the dispute resolution provisions in Section 6.

5. COUNTY CONTRIBUTION FOR MARINE DRIVE IMPROVEMENTS

At closing under the Sale Agreement as amended, the County shall pay to the Port the sum of one million dollars (\$1,000,000) which shall be set aside by the Port for use for widening Marine Drive in the Rivergate Industrial Area. In the event that a Local Improvement District (LID) is formed to construct a rail overpass over Marine Drive, the Port will pay any sum assessed against the County by the LID up to one million dollars (\$1,000,000). If the assessment exceeds one million dollars (\$1,000,000), the County will pay the difference. If the assessment is less than one million dollars (\$1,000,000) the County shall not be entitled to any reimbursement by the Port.

6. DISPUTE RESOLUTION

6.1 Mediation

In the event a dispute arises concerning this Agreement, the County and the Port 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.

6.2 Arbitration

The parties agree that any dispute specifically designated in this Agreement to be resolved by arbitration will be resolved in accordance with this section. The 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. Arbitration shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association.

7. GENERAL PROVISIONS

7.1 Termination Due To County's Inability to Proceed

In the event the County is unsuccessful in obtaining all permits necessary to construct a corrections facility at the Rivergate site, this Agreement shall terminate and there shall be no obligation of any nature by the County to undertake any infrastructure construction. The Port shall bear its own expenses in conjunction with this Agreement.

7.2 Notices

All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

The Port of Portland
P.O. Box 3529
Portland, OR 97208-3529
Attention: Manager, Property and Development Services

and to the County at:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

7.3 Modification

This Agreement may not be modified except by a writing signed by authorized representatives of the Port and the County.

7.4 Authority

The Port and the County each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party. The individuals executing this Agreement personally warrant that they have full authority to execute this agreement on behalf of

6 - Mult Co Jail Amended Restated IGA Reimb Infrastructure Construction Costs

\\POPFS\PROPDEV-PVTLEGAL\IGAs\Amended and Restated IGA for Infrastructure
Reimbursement Agreement.doc

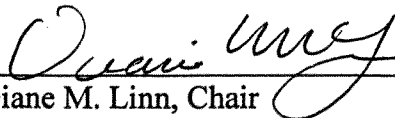
the entity for whom they purport to be acting and that they have full authority to bind said party to all of the obligations of that party set forth in this Agreement.

7.5 Term of Agreement

This Agreement shall be in effect to a date twenty years from the date of Completion of the Infrastructure Improvements unless both parties agree to an earlier termination date.

MULTNOMAH COUNTY

THE PORT OF PORTLAND

By: 
Diane M. Linn, Chair

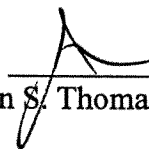
By: _____
E.B. Galligan, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

Thomas Sponsler, County Attorney for
Multnomah County

By: _____
Counsel for Port of Portland

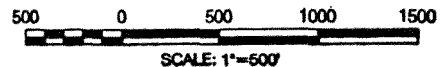
By: 
John S. Thomas, Assistant County Attorney

APPROVED BY COMMISSION ON:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-4 DATE 10.25.01
DEB BOGSTAD, BOARD CLERK

BYBEE LAKE INDUSTRIAL PARK
 A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001



SHEET INDEX:

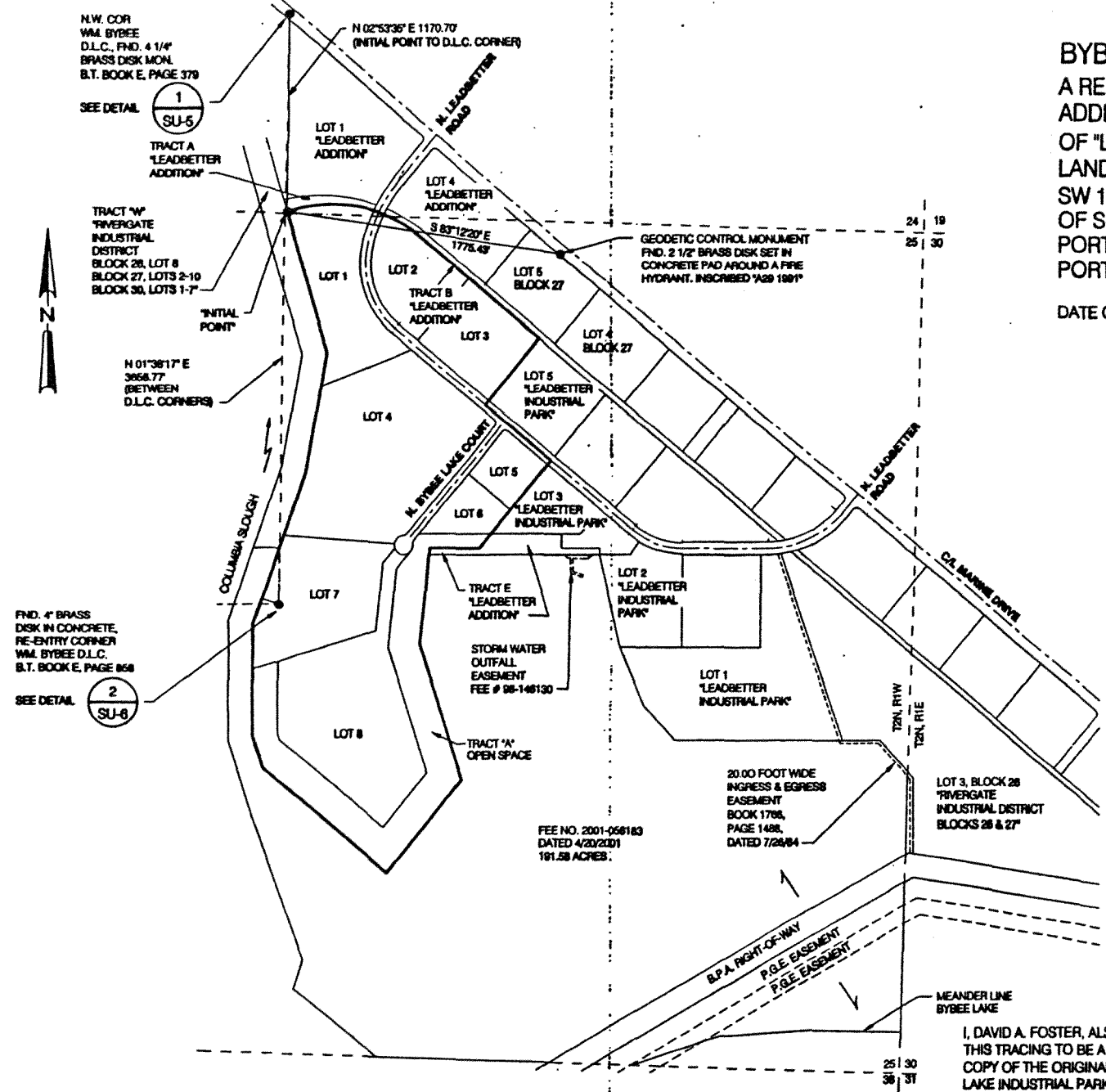
SHEET NO.	DESCRIPTION
1 (SU-1)	VICINITY - AREA MAP
2 (SU-2)	LOTS 1 THROUGH 8
3 (SU-3)	LOTS 7, 8, TRACT "A"
4 (SU-4)	DETAIL 1
5 (SU-5)	DETAIL 2, 3, AND 4
6 (SU-6)	DETAILS 5 AND 6
7 (SU-7)	CERTIFICATE, DECLARATION, NARRATIVE, REFERENCES
8 (SU-8)	APPROVALS

LEGEND:

- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- FND. DENOTES FOUND
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- (1) REFERS TO REFERENCE LIST SEE SHEET 7 OF 8

SURVEYED BY:
 PORT OF PORTLAND
 121 N.W. EVERETT
 P.O. BOX 3529
 PORTLAND, OREGON 97208
 (503) 944-7391

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".



REV.	DATE	BY	REVISIONS	OKD	APPVD



PORT OF PORTLAND
 PORTLAND, OREGON

 PROJECT MANAGER
 98008
 52101-110
 PROJECT NUMBER

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON

 DAVID A. FOSTER
 1984
 RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER
 DRAWN BY D. FOSTER
 CHECKED BY C. VANDERWERF
 DATE MAR 2001
 SCALE 1" = 500'

RIVERGATE INDUSTRIAL DISTRICT
BYBEE LAKE INDUSTRIAL PARK
SUBDIVISION PLAT
VICINITY - AREA MAP
 SUBMITTED BY DAVID J. IRVINE
 TYPE BS
 DRAWING NO. RG 1999 -16
 1/8 SU-1

C-1 BK | C-1 SC

Exhibit A

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
1	31°59'38"	900.00'	502.58'	498.04'	S 23°50'03" W
2	58°00'25"	498.91'	505.10'	483.81'	S 21°09'58" E
3	58°00'25"	568.91'	575.97'	551.89'	N 21°09'58" W
4	57°28'15"	874.24'	878.40'	840.18'	S 80°06'27" E
5	58°00'25"	533.91'	540.54'	517.78'	S 21°09'58" E
6	38°06'13"	874.24'	550.63'	541.57'	N 88°14'02" E
7	16°44'35"	874.24'	255.47'	254.58'	S 59°44'37" E
8	14°31'22"	1061.15'	268.44'	265.72'	N 58°34'11" W
9	32°09'07"	1051.15'	589.88'	582.18'	N 88°44'42" W

LEGEND:

- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" TO BE SET DURING REMAINING MONUMENTATION SET ON
- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN (8)
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001
- FND. DENOTES FOUND
- DN. DENOTES DOWN
- CL. DENOTES CENTERLINE
- CB. DENOTES CURVE NO.
- AC. DENOTES ACRES
- (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW/PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- MON. DENOTES MONUMENT
- N.T.S. DENOTES NOT TO SCALE



SCALE: 1"=200'

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

SURVEYED BY:
PORT OF PORTLAND
121 N.W. EVERETT
P.O. BOX 3529
PORTLAND, OREGON 97208
(503) 944-7391

TRACT "W" IN SUBDIVISION PLAT "RIVERGATE INDUSTRIAL DISTRICT: BLOCK 28, LOT 6; BLOCK 27, LOTS 2-10; BLOCK 30, LOT 1-7". RECORDED NOVEMBER 28, 1988 IN BOOK 1218, PAGES 76-78.

FND. 5/8" I.R./Y.P.C. INSCRIBED "MAKER ASSOC. INC." AT TOE OF FILL (5)
DN. 0.2', S 70°54'38" E 0.28'

SEE SHEET 3 OF 7

PORT OF PORTLAND
PORTLAND, OREGON

PROJECT MANAGER
DAVID A. FOSTER
1834

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
DAVID A. FOSTER
1834

RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER

DRAWN BY D. FOSTER

CHECKED BY C. VANDERWERF

DATE MAR 2001

SCALE 1" = 200'

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
SUBDIVISION PLAT
LOTS 1 THROUGH 6

SUBMITTED BY
DAVID J. IRVINE
MANAGER SURVEY

TYPE DRAWING NO.

BS RG 1999 - 16 2/8 SU-2

NO. DATE BY REVISIONS CRD APPVD



980088

52101-110

Exhibit A

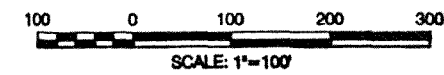


RIVERGATE INDUSTRIAL DISTRICT			
BYBEE LAKE INDUSTRIAL PARK SUBDIVISION PLAT LOTS 7, 8, TRACT "A"			
SUBMITTED BY DAVID J. IRVINE MANAGER SURVEY	TYPE BS	DRAWING NO. RG 1999 -16 3/8 SU-3	

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

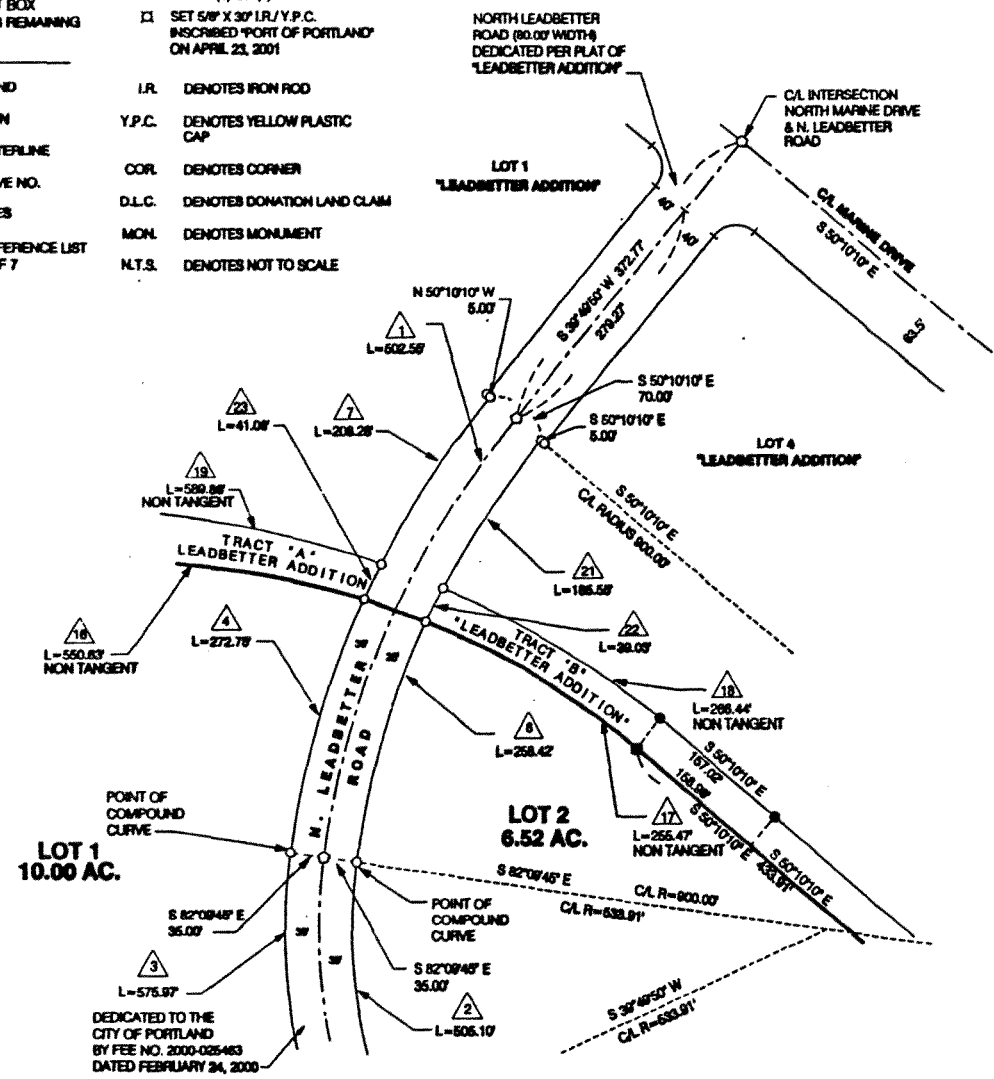


CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
1	31°59'38"	900.00	502.59	496.04	S 23°50'03" W
2	59°00'28"	498.91	505.10	483.81	S 21°09'58" E
3	59°00'28"	508.91	575.97	551.69	N 21°09'58" W
4	16°42'49"	935.00	272.79	271.78	S 16°11'40" W
5	17°07'01"	865.00	258.42	257.48	N 16°23'48" E
7	12°46'47"	935.00	208.28	207.86	S 33°28'58" W
16	38°05'13"	874.24	550.63	541.57	N 89°14'02" E
17	16°44'38"	874.24	255.47	254.58	S 68°44'37" E
18	14°31'22"	1051.18	286.44	285.72	N 69°34'11" W
19	32°09'07"	1051.18	589.88	582.15	N 88°44'42" W
21	12°17'28"	865.00	185.59	185.20	S 33°41'07" W
22	02°35'08"	865.00	39.03	39.03	S 28°14'50" W
23	02°30'58"	935.00	41.08	41.08	N 25°48'34" E

LEGEND:

- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" TO BE SET DURING REMAINING MONUMENTATION SET ON
- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN (8)
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001
- FND. DENOTES FOUND
- DN. DENOTES DOWN
- CL. DENOTES CENTERLINE
- CS. DENOTES CURVE NO.
- AC. DENOTES ACRES
- (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- MON. DENOTES MONUMENT
- N.T.S. DENOTES NOT TO SCALE



DETAIL
SCALE: 1"=100'

1
SU-4

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

SURVEYED BY:
PORT OF PORTLAND
121 N.W. EVERETT
P.O. BOX 3529
PORTLAND, OREGON 97208
(503) 944-7391

				PORT OF PORTLAND PORTLAND, OREGON PROJECT MANAGER		REGISTERED PROFESSIONAL LAND SURVEYOR OREGON DAVID A. FOSTER 1934 RENEWED THRU 12/31/01		DESIGNED BY <u>D. FOSTER</u> DRAWN BY <u>D. FOSTER</u> CHECKED BY <u>C. VANDERWERF</u> DATE <u>MAR 2001</u> SCALE <u>1" = 200'</u>		RIVERGATE INDUSTRIAL DISTRICT BYBEE LAKE INDUSTRIAL PARK SUBDIVISION PLAT DETAIL 1			
NO.	DATE	BY	REVISIONS	CRD	APPROV	SUBMITTED BY <u>DAVID J. IRVINE</u> MANAGER SURVEY		TYPE <u>BS</u>	DRAWING NO. <u>RG 1999 -16</u>			4/8 SU-4	

C-1 BK C-1 SC

Exhibit A

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
9	90°00'00"	30.00'	47.12'	42.43'	S 05°10'10" E
10	48°11'23"	30.00'	25.23'	24.48'	S 83°55'32" W
11	76°50'54"	80.00'	82.57'	76.21'	N 48°35'40" E
12	48°11'23"	30.00'	25.23'	24.48'	N 18°44'09" E
13	90°00'00"	30.00'	47.12'	42.43'	N 84°49'50" E
14	28°38'52"	80.00'	30.00'	29.69'	S 05°09'07" E
15	112°24'18"	80.00'	117.71'	99.72'	S 75°40'43" E
20	55°28'41"	80.00'	59.14'	56.78'	N 19°52'48" E

**A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER
ADDITION" AND LOT 4 AND A PORTION OF TRACT "A"
OF "LEADBETTER INDUSTRIAL PARK", AND OTHER
LANDS LOCATED IN THE NE 1/4, NW 1/4, AND
SW 1/4 OF SECTION 25, AND THE SW 1/4
OF SECTION 24, T. 2N., R. 1W., W.M., AND A
PORTION OF THE WM. BYBEE D.L.C., CITY OF
PORTLAND, MULTNOMAH COUNTY, OREGON**

- 5/8" X 30" I.R./Y.P.C.
INSCRIBED "PORT OF PORTLAND"
TO BE SET DURING REMAINING
MONUMENTATION
SET ON _____
- 5/8" X 30" I.R./Y.P.C.
INSCRIBED "PORT OF PORTLAND"
SET IN MONUMENT BOX
TO BE SET DURING REMAINING
MONUMENTATION
SET ON _____
- FOUND 5/8" I.R./Y.P.C.
INSCRIBED "PORT OF PORTLAND"
SET IN (2)
- FOUND 5/8" I.R./Y.P.C.
INSCRIBED "PORT OF PORTLAND"
UNLESS NOTED OTHERWISE
SET IN (1) OR (2)
- ✕ SET 5/8" X 30" I.R./Y.P.C.
INSCRIBED "PORT OF PORTLAND"
ON APRIL 23, 2001

SURVEYED BY:
PORT OF PORTLAND
121 N.W. EVERETT
P.O. BOX 3529
PORTLAND, OREGON 97208
(503) 944-7391

NO.	DATE	BY	REVISIONS	CKD	APPVD				




PROJECT MANAGER

98D088

52101-110

OREGON
DEC 18 1994
DAVID A. FOSTER
1994

RENEWED THRU 12/31/01

SCALE SEE DETAIL

BYBEE LAKE INDUSTRIAL PARK
SUBDIVISION PLAT
DETAILS 1, 2, & 3

SUBMITTED BY
DAVID J. IRVINE
MANAGER IN CHARGE

TYPE	DRAWING NO.
BS	RG 1999

Exhibit A+

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

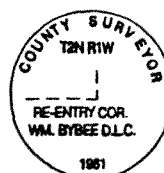
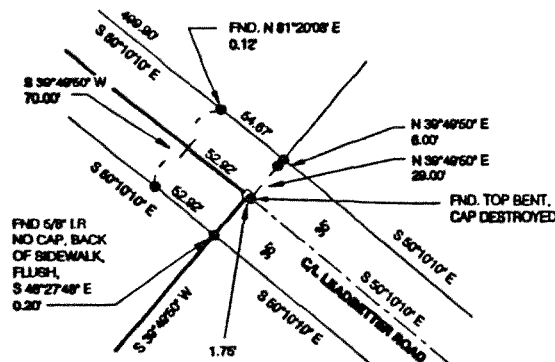
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- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON
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- SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001

- FND. DENOTES FOUND
- DN. DENOTES DOWN
- C/L DENOTES CENTERLINE
- C# DENOTES CURVE NO. SEE CURVE TABLE ON SHEET 4 OF 7
- (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- MON. DENOTES MONUMENT
- N.T.S. DENOTES NOT TO SCALE

SURVEYED BY:
PORT OF PORTLAND
121 N.W. EVERETT
P.O. BOX 3529
PORTLAND, OREGON 97208
(503) 944-7391

I, DAVID A. FOSTER, ALSO CERTIFY
THIS TRACING TO BE A TRUE AND EXACT
COPY OF THE ORIGINAL PLAT OF "BYBEE
LAKE INDUSTRIAL PARK".



DETAIL
SCALE: N.T.S.

1
SU-6

DETAIL
SCALE: N.T.S.

2
SU-6

C-1 BK C-1 SC

NO.	DATE	BY	REVISIONS	OKD	APPVD



PORT OF PORTLAND
PORTLAND, OREGON

David A. Foster
PROJECT MANAGER

980088
DESIGN NUMBER

52101-110
PROJECT NUMBER

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
DAVID A. FOSTER
1934

RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER
DRAWN BY D. FOSTER
CHECKED BY C. VANDERWERF
DATE MAR 2001
SCALE

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
SUBDIVISION PLAT
DETAILS 1 & 2

SUBMITTED BY
DAVID J. IRVINE
MANAGER SURVEY

TYPE
BS
DRAWING NO.
RG 1999 -16

6/8 SU-6

Exhibit A

TYPE	DRAWING NO.		
BS	RG 1999 -16	7/8	SU-7

NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDITIONS IMPOSED BY THE CITY OF PORTLAND IN CASE FILE NO. LUR 99-00832 SU
2. TRACT "A" SHALL BE AN OPEN SPACE TRACT AND SHALL BE MAINTAINED BY AND SHALL REMAIN IN THE OWNERSHIP OF THE PORT OF PORTLAND, ITS HEIRS OR ASSIGNS.
3. MOTOR VEHICLE ACCESS TO ALL LOTS IS LIMITED TO THE STREET FRONTAGE. VEHICULAR ACCESS TO TRACT "A" IS LIMITED TO STREET FRONTAGE OR TO AUTHORIZED USE OF TRACT "A".
4. THIS PROPERTY IS SUBJECT TO RIGHTS OF THE STATE OF OREGON TO MINERALS, OIL, GAS AND SULPHUR AS PER ORS 274.910 (3).

PLAT RESTRICTIONS:

1. A PRIVATE BLANKET EASEMENT EXISTS FOR INGRESS AND EGRESS ABOVE AND BELOW THE SURFACE OF THE LAND AS IMPLIED BY RESERVATION OF MINERAL RIGHTS IN DEED RECORDED JUNE 28, 1987 IN BOOK 588, PAGE 1121.
2. A PRIVATE EASEMENT EXISTS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF WATER CONTROL DEVICE ON SMITH AND BYBEE LAKE RECORDED OCTOBER 29, 1982 IN BOOK 1625, PAGE 1979.
3. A PRIVATE EASEMENT EXISTS FOR WATER LEVEL CONTROL IN BYBEE AND SMITH LAKES AND FOR CONTROL OF DISEASES OF WATERFOWL AND FISH RECORDED OCTOBER 29, 1982 IN BOOK 1625, PAGE 1991.

BOOK 1251 PAGE 76

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY MONUMENTATION: APRIL 18, 2001

APPROVALS

MULTNOMAH COUNTY

APPROVED THIS 6th DAY
OF August, 2001
COUNTY SURVEYOR
MULTNOMAH COUNTY, OREGON
BY Robert A. Hinder

APPROVED THIS 6th DAY
OF August, 2001
BY Diana Tuma/cak

CHAIR
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

ALL TAXES, FEES, ASSESSMENTS
OR OTHER CHARGES AS
PROVIDED BY O.R.S. 82.095 HAVE
BEEN PAID AS OF August 6, 2001
2001.

DIRECTOR, DIVISION OF
ASSESSMENT AND TAXATION
MULTNOMAH COUNTY, OREGON
BY Deanna Brunson
DEPUTY

MULTNOMAH COUNTY

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS
I DO HEREBY CERTIFY THAT THE
ATTACHED SUBDIVISION WAS RECEIVED
FOR THE RECORD AND RECORDED Aug 6
2001, AT 2:32 P.M. IN BOOK 1251
ON PAGES 69-76
COUNTY RECORDING OFFICE

BY Arian Dallas
DEPUTY
DOCUMENT NO. 2001-122248

CITY OF PORTLAND

APPROVED THIS 31st DAY
OF July, 2001
PLANNING DIRECTOR'S Deanna
CITY OF PORTLAND
BY Kathleen Brunson 14

APPROVED THIS 31 DAY
OF July, 2001
HEARING OFFICER
CITY OF PORTLAND
BY William W. Shatzer

APPROVED THIS 30th DAY
OF July, 2001
CITY OF PORTLAND
CITY ENGINEERS DELEGATE
BY Alan R. Pierce

SURVEYED BY:

PORT OF PORTLAND
121 N.W. EVERETT
P.O. BOX 3529
PORTLAND, OREGON 97208
(503) 944-7391

I, DAVID A. FOSTER, ALSO CERTIFY
THIS TRACING TO BE A TRUE AND EXACT
COPY OF THE ORIGINAL PLAT OF "BYBEE
LAKE INDUSTRIAL PARK".

PORT OF PORTLAND
PORTLAND, OREGON

David A. Foster
PROJECT MANAGER

88008
DESIGN NUMBER

52101-110
PROJECT NUMBER

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DAVID A. FOSTER
1994

RENEWED THRU 12/31/01

DESIGNED BY D. FOSTERDRAWN BY D. FOSTERCHECKED BY C. VANDERWERFDATE MAR 2001

SCALE

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
SUBDIVISION PLAT
APPROVALS

SUBMITTED BY
DAVID J. IRVINE
MANAGER SURVEY

TYPE
BS

DRAWING NO.
RG 1999 -16 8/8 SU-8

5. C-1 BK C-1 SC

BUDGET ESTIMATE

Loc: Rivergate Industrial District
Project: Street System to Serve Proposed Mult. Co. Jail Site

By: Ken Willhite

Proj. no:
Design no:

Date orig: 29-Oct-98
Revision #: 2
Date: 11-May-99

Scope: Estimate construction of a street system and utilities in North Rivergate to serve the proposed Multnomah County Jail Site including; Leadbetter Extension, and North-South Road (see map).

Assumptions:

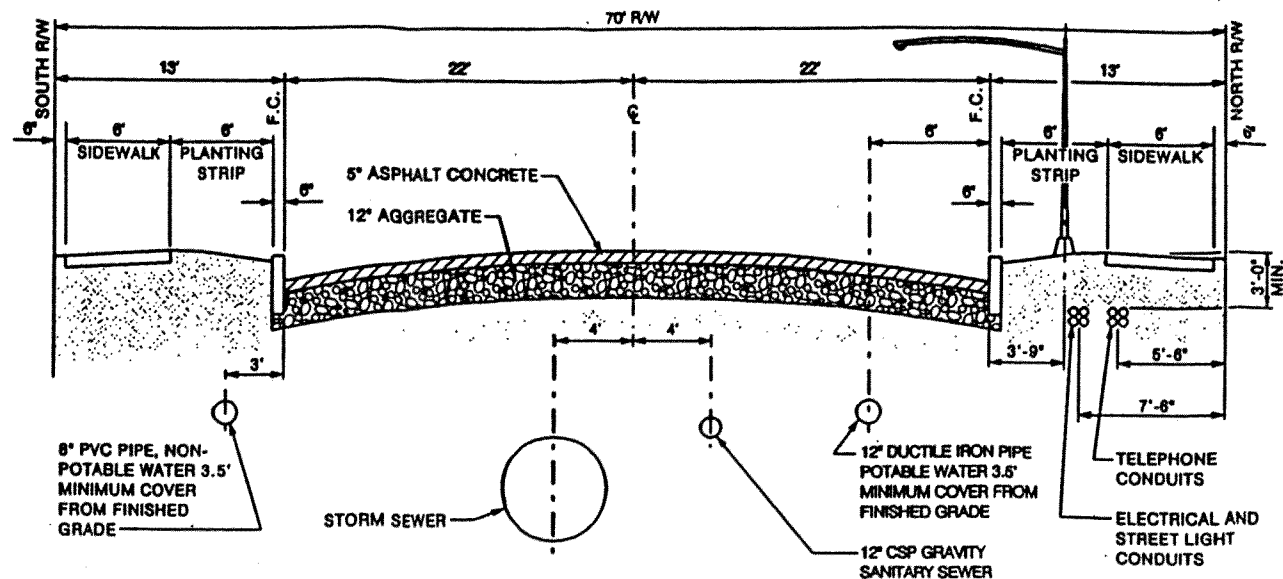
- a) Pavement section consists of 5" AC over 12" aggregate for all streets.
- b) Cross sections (see attached conceptual map):
650' Leadbetter Ext. 70' R/W, 44' pvmt. width (see map).
1,050' North-South Roadway 60' R/W, 36' pvmt. width (see map).
- c) 6.0' sidewalk on both sides of street.
- d) 6" curb on both sides of street.
- e) Section reserves 6' planting strip on Leadbetter and Pac. Gtwy., 5' planting strip on N-S road.
- f) Street landscaping not included in this estimate. Tenants shall landscape planting strip.
- g) Water, storm sewer, sanitary sewer, electricity, and telephone in R/W.
- h) Water quality treatment provided by Stormceptors for street, and on site for properties.
- i) Sanitary sewer pumping may be required to serve southern lots.
- j) Fire hydrants to be installed along both roads and future road alignments.
- k) Traffic signal at Marine Dr/Leadbetter not included in estimate. However, one may be needed based on the Countys forthcoming Traffic Study.

ITEM DESCRIPTION	EST. QUANT.	NITS	UNIT PRICE	COST
Mob, Demob and Survey	10	%		\$211,478
Street Construction				
Temp traffic control	1	LS	20,000.00	20,000
Demo. Existing Bulb and Repair Parking Lot	1	LS	30,000.00	30,000
Earthwork/Excavation	3,560	CY	5.00	17,800
Concrete Curb	3,400	LF	6.00	20,400
Sidewalk	20,400	SF	3.00	61,200
Subgrade Prep/Compaction	12,280	SY	1.00	12,280
Aggregate Base (12")	4,450	TON	12.00	53,400
Asphalt Concrete (5")	2,060	TON	45.00	92,700
Storm Drainage				
12" CSP (service stubs)	700	LF	50.00	35,000
18" CSP	200	LF	110.00	22,000
24" CSP	550	LF	130.00	71,500
36" CSP	550	LF	150.00	82,500
42" CSP	650	LF	170.00	110,500

EXHIBIT B
PAGE 1 OF 4

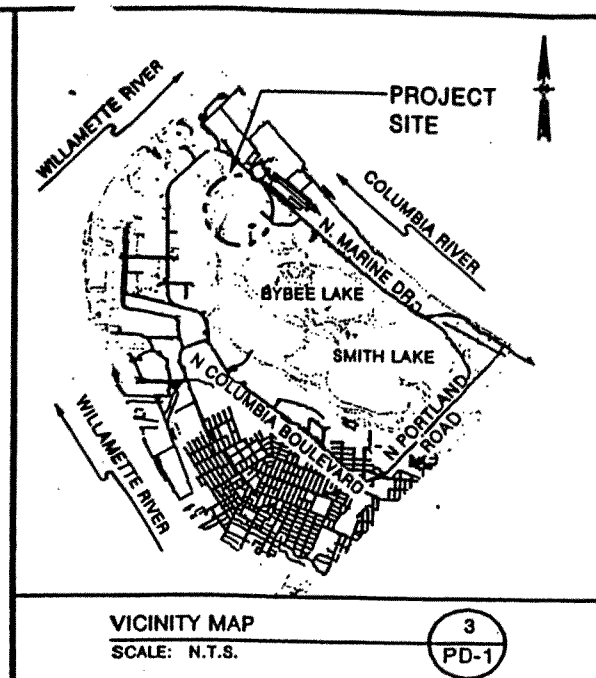
48" CSP	500	LF	185.00	92,500
54" CSP	600	LF	215.00	129,000
Manhole (48")	8	LF	3,000.00	24,000
Manhole (72")	2	LF	8,000.00	16,000
Manhole (84")	1	LF	20,000.00	20,000
Catch Basins	14	LF	1,000.00	14,000
Stormceptor 1200 and Sub-Drain Connections	4	EA	20,000.00	80,000
Connection to Existing 60" Pipe	1	EA	3,000.00	3,000
Sanitary Sewer				
Unsuitable Excavation (placeholder)	1,500	CY	30.00	45,000
Trench Stabilization (placeholder)	1,500	CY	30.00	45,000
Dewatering (\$4K/100lf for 1,800')	1	LS	72,000.00	72,000
8" CSP (service stubs)	700	LF	40.00	28,000
12" CSP	3,300	LF	45.00	148,500
48" Manhole (deep)	13	EA	3,000.00	39,000
Connection to Existing Manhole	1	EA	3,000.00	3,000
Water System				
Connect to Existing Water Line	2	EA	1,500.00	3,000
8" Water Line (service stubs)	700	LF	35.00	24,500
12" Water Line	3,700	LF	45.00	166,500
Fire Hydrant	12	EA	2,500.00	30,000
8" Non-Potable Water Line	3,700	LF	30.00	111,000
Misc. Utilities				
Street Lighting (Conduit, Wire, and Poles in Street)	1,600	LF	35.00	56,000
Street Lighting (Conduit and Wire)	2,100	LF	10.00	21,000
Electrical Power	3,700	LF	55.00	203,500
Telephone	3,700	LF	30.00	111,000
Construction Cost				2,326,258
Planning, Admin., Engr., Permits @	28	%		\$651,352
Consultant @	12	%		\$279,151
Contingency @	30	%		\$697,877
Total Project Cost				3,954,639
Use				4,000,000

EXHIBIT B
PAGE 2 OF 4



STREET AND UTILITY CROSS SECTION
SCALE: N.T.S.

2
PD-1



VICINITY MAP
SCALE: N.T.S.

3
PD-1

ALL UTILITIES SHOWN IN THIS SECTION EXCEPT STREET LIGHT POLES AND LUMINAIRES

2
PD-1

NOTE:
FOR WATER QUALITY, SEE DETAIL

3
PD-2

PLAN
SCALE: 1" = 100'

1
PD-1

LEGEND:

- PROPERTY LINE
- EDGE OF NEW ROAD
- DW — 12" DUCTILE IRON PIPE, POTABLE WATER (DOMESTIC)
- W — 8" PVC PIPE, NON-POTABLE WATER
- SS — 12" CSP PIPE SANITARY SEWER
- STS 42" — STORM SEWER AND PIPE SIZE

NOTES:

1. STORM SEWER LATERALS 12" TYPICAL
2. ALL EXISTING UTILITY LOCATIONS AND DEPTHS TO BE FIELD VERIFIED
3. STREET EXTENSION AND UTILITIES TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE TO CITY OF PORTLAND STANDARDS. DESIGN SUBJECT TO CITY REVIEW
4. ASSUME NO ON STREET PARKING OR BIKE LANES
5. UTILITY SERVICE STUBS NOT SHOWN



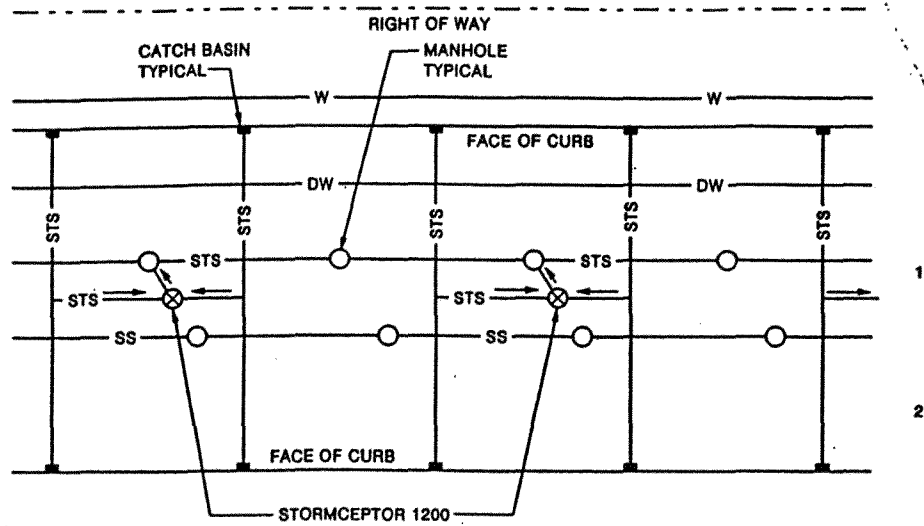
PORT OF PORTLAND
PORTLAND, OREGON

DESIGNED BY K. WILLIAMS
DRAWN BY M. DETMER
CHECKED BY C. CHECKER
DATE JAN 1988
AS SHOWN

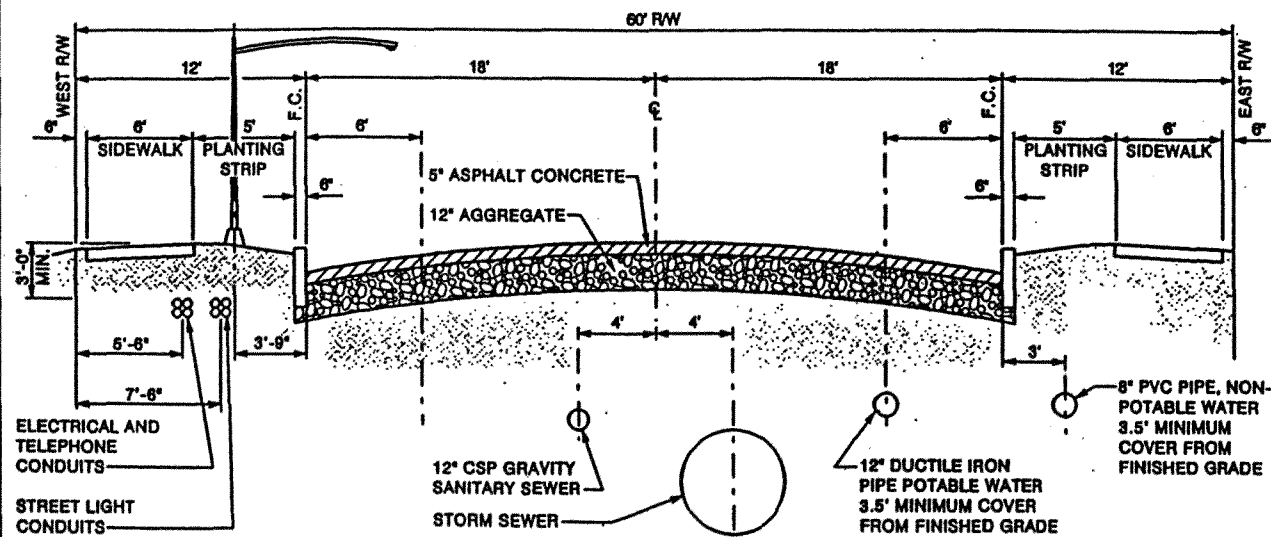
RIVERGATE INDUSTRIAL PARK
STREET EXTENSION
FOR PROPOSED MULTNOMAH COUNTY SITE
PRELIMINARY PLAN, CROSS SECTION AND VICINITY MAP

SUBMITTED BY _____ DRAWING NO. RG 98-18 1/2 (PD-1)

2. SITE DRAINAGE: WATER QUALITY PROVIDED BY ON-SITE TREATMENT FACILITIES



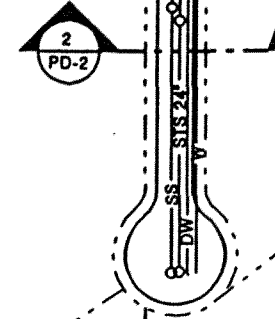
**PROPOSED
WATER QUALITY DETAIL**
SCALE: N.T.S.



**STREET AND
UTILITY CROSS SECTION**
SCALE: N.T.S.

SEE SHEET (PD-1)

NOTE:
FOR WATER QUALITY, SEE DETAIL



LEGEND:

- PROPERTY LINE
- EDGE OF NEW ROAD
- DW 12" DUCTILE IRON PIPE,
POTABLE WATER (DOMESTIC)
- W 8" PVC PIPE, NON-POTABLE WATER
- SS 12" CSP PIPE SANITARY SEWER
- STS 42" STORM SEWER AND PIPE SIZE

NOTES:

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4. ASSUME NO ON STREET PARKING OR BIKE LANES
5. UTILITY SERVICE STUBS NOT SHOWN

PLAN
SCALE: 1" = 100'

PORT OF PORTLAND
PORTLAND, OREGON

DESIGNED BY	K. WILLHITE
DRAWN BY	M. DETTMER
CHECKED BY	C. CHECKER
DATE	JAN 1999

RIVERGATE INDUSTRIAL PARK
STREET EXTENSION
FOR PROPOSED MULTNOMAH COUNTY SITE
PRELIMINARY PLAN, CROSS SECTION AND DETAIL

SUBMITTED BY	DRAWING NO.
--------------	-------------

After recording return to:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

No change in tax statements.

**ACCESS AND SLOPE CONSTRUCTION AND MAINTENANCE
EASEMENT AGREEMENT**

GRANTOR: **MULTNOMAH COUNTY**, a municipal corporation organized under the laws of the state of Oregon

GRANTEE: **THE PORT OF PORTLAND**, a port district of the State of Oregon

RECITALS

A. Just prior to the execution and delivery of this Access and Slope Construction and Maintenance Easement Agreement (this "Easement"), Grantee has conveyed to Grantor the real property described in attached **Exhibit A** (the "Grantor's Property").

B. As partial consideration for such conveyance, the parties intend for Grantee to be granted the easements on the Grantor's Property provided below to benefit the property owned by Grantee lying adjacent to the Grantor's Property and identified on attached **Exhibit B** (the "Adjacent Land").

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENTS

Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon and over portions of the Grantor's Property more precisely described on attached **Exhibit C** (the "Easement Area"). The Easement Area is comprised of the "Roadway and Access Easement" area (referred to below as the "Access Area") and the "Slope Construction and Maintenance Easement" area (referred to below as the "Slope Area" as shown and identified on attached **Exhibit C**.

2. GRANTEE'S USE

2.1 Access Easement

The Access Area shall be not less than eight feet wide located generally along the perimeter of Grantor's Property as more particularly shown in attached **Exhibit C** and shall

provide access through Grantor's berm to the Adjacent Land at intervals of not less than five hundred (500) feet. Grantee shall have the right to use the Access Area for purposes of vehicular and pedestrian ingress and egress to the Adjacent Land for maintenance of the Adjacent Land and for no other purpose without Grantor's prior written consent. Grantee's vehicles shall not be permitted to park or stop in the Access Area except on the access roads through the berm between the perimeter road and the Adjacent Land. Grantee shall not place any materials or other items within the Access Area or do anything to restrict Grantor's use of the Access Area for access to Grantor's Property.

2.2 Slope Area

Grantee shall have the right to use the Slope Area for construction and maintenance of a slope as necessary, in Grantee's sole judgment, for the Grantee to comply with the requirements of the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as may be amended from time to time (the "Consent Decree"), as such Consent Decree affects the Adjacent Land. If such uses by Grantee compromise the lateral support of Grantor's Property and any improvements on Grantor's Property, including without limitation any landscaping installed by Grantor, Grantee shall reimburse Grantor its actual damages, if any, that Grantor proves were caused by a compromise of lateral support that in turn was caused by Grantee's uses of the Slope Area; provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause such compromise of lateral support.

3. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

3.1 Definitions

For the purposes of this Easement, the following definitions shall apply:

3.1.1 "Environmental Law"

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

3.1.2 "Hazardous Substance"

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

3.1.3 "Hazardous Substance Release"

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

3.2 Hazardous Substances

Grantee may not use, handle or store on the Easement Area, or use the Easement Areas to transport, any Hazardous Substances except for those necessary for Grantee to use in connection with its use of the Easement Area.

3.3 Hazardous Substance Releases

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

4. TERM

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the Grantor's Property.

5. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or the Grantor's Property.

6. RESTORATION OF EASEMENT AREA

6.1 Disturbance

Except as expressly allowed by this Easement, in the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights.

6.2 Condition on Termination

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

7. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by, Grantee, its agents, contractors, or employees.

8. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use.

9. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements, including landscaping materials, owned or placed by Grantee in the Easement Area to keep them in good condition and repair at all times.

10. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

to the Port:

The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: Manager, Property and Development Services

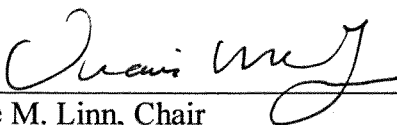
13. AMENDMENT

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this _____ day of _____, 2001.

GRANTOR
MULTNOMAH COUNTY

GRANTEE
THE PORT OF PORTLAND


By: 
Diane M. Linn, Chair

By: _____
E. B. Galligan, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

Thomas Sponsler, Attorney for Multnomah
County

By: 
John S. Thomas
Assistant County Attorney

By: _____
Counsel for the Port of Portland

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 10-25-01
DEB BOGSTAD, BOARD CLERK

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
MULTNOMAH COUNTY**

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

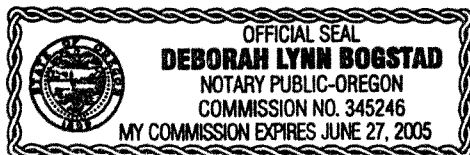
This easement was acknowledged before me on _____, 2001, by
_____ as _____ of the Port
of Portland.

Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on October 25, 2001, by
DIANE M Linn as Chair of Multnomah
County.



Deborah Lynn Bogstad
Notary Public for Oregon

My Commission Expires: 06.27.05

EXHIBIT A

GRANTOR'S PROPERTY

***[[[MUST BE ATTACHED PRIOR TO SIGNATURE.
DISCARD THIS PLACEHOLDER PAGE]]]***

EXHIBIT B

ADJACENT LAND

***[[[MUST BE ATTACHED PRIOR TO SIGNATURE.
DISCARD THIS PLACEHOLDER PAGE]]]***

EXHIBIT C

EASEMENT DESCRIPTION

***[[[MUST BE ATTACHED PRIOR TO SIGNATURE.
DISCARD THIS PLACEHOLDER PAGE]]]***

EXHIBIT A

GRANTOR'S PROPERTY

All of Lot 8 according to the Plat of the Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, Multnomah County, Oregon.

EXHIBIT B

ADJACENT LAND

All of Tract "A", Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, County of Multnomah, Oregon, according to the Plat recorded August 6, 2001, Book 1251, Pages 69 through 76, Fee Number 2001-122248.

EXHIBIT C

EASEMENT DESCRIPTION

Variable Width Roadway & Access Easements:

A parcel of land situated in the Northwest one-quarter and the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Being a portion of Lot 8, of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a replat of Lot 2 and Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Northwesterly corner of Tract "E" "Leadbetter Addition"; thence South 90°00'00" West, a distance of 112.03 feet to a point on the Southeasterly right-of-way line of N. Bybee Lake Court recorded as fee no. 2000-025463, dated February 24, 2000, Multnomah County Deed Records; thence along said right-of-way line along the arc of a nontangent 60.00 foot radius curve to the right, through a central angle of 28°38'52", a distance of 30.00 feet, to a point that bears South 33°47'42" West a distance of 29.69 feet from the last described point, said point being the most Northeasterly corner of said Lot 8; thence continuing along the Southeasterly right-of-way line of N. Bybee Lake Court along the arc of a 60.00 foot radius curve to the right, through a central angle of 67°50'46", a distance of 71.05 feet, to a point that bears South 82°02'31" West a distance of 66.97 feet from the last described point said point being the **true point of beginning**; thence leaving said right-of-way line, along the following twenty-five (25) courses:

- (1) thence South 39°49'50" West a distance of 73.17 feet;
- (2) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 34°18'20", a distance of 35.93 feet to a point that bears South 22°40'40" West a distance of 35.39 feet from the last described point;
- (3) thence South 05°31'30" West a distance of 482.30 feet, to Point "A";
- (4) thence continuing South 05°31'30" West a distance of 16.00 feet
- (5) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 23°26'19", a distance of 24.55 feet to a point that bears South 06°11'40" East a distance of 24.37 feet from the last described point, to Point "B";
- (6) thence South 17°54'49" East a distance of 454.16 feet, to Point "C";
- (7) thence continuing South 17°54'49" East a distance of 315.27 feet;
- (8) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 60.47 feet to a point that bears South 10°57'30" West a distance of 57.94 feet from the last described point;

9 - Mult Co Jail Access Slope Maintenance Easement

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(9) thence South 39°49'50" West a distance of 138.08 feet, to Point "D";
 (10) thence continuing South 39°49'50" West a distance of 146.50 feet;
 (11) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 84°49'50" West a distance of 84.85 feet from the last described point;
 (12) thence North 50°10'10" West a distance of 293.54 feet, to Point "E";
 (13) thence continuing North 50°10'10" West a distance of 329.26 feet;
 (14) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 34.35 feet to a point that bears North 33°46'04" West a distance of 33.88 feet from the last described point;
 (15) thence North 17°21'58" West a distance of 72.26 feet;
 (16) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 17.77 feet to a point that bears North 08°53'00" West a distance of 17.70 feet from the last described point;
 (17) thence North 00°24'02" West a distance of 157.81 feet, to Point "F";
 (18) thence continuing North 00°24'02" West a distance of 245.43 feet;
 (19) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 72°29'13", a distance of 75.91 feet to a point that bears North 35°50'35" East a distance of 70.95 feet from the last described point;
 (20) thence North 72°05'11" East a distance of 506.20 feet;
 (21) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 66°33'41", a distance of 34.85 feet to a point that bears North 38°48'21" East a distance of 32.92 feet from the last described point;
 (22) thence North 05°31'30" East a distance of 384.46 feet;
 (23) thence along the arc of a 90.00 foot radius curve to the right through a central angle of 34°18'20", a distance of 53.89 feet to a point that bears North 22°40'40" East a distance of 53.09 feet from the last described point;
 (24) thence North 39°49'50" East a distance of 73.49 feet, to a point on the Southeasterly right-of-way line of N. Bybee Lake Court;
 (25) thence along said Southeasterly right-of-way line of North Bybee Lake Court along the arc of a non-tangent 60.00 foot radius curve to the left through a central angle of 28°57'24", a distance of 30.32 feet to a point that bears South 49°33'23" East a distance of 30.00 feet from the last described point, said point being **the true point of beginning**.

Excepting therefrom the following described property (exception parcel):

Beginning at Point "B", as described in the previously described parcel, thence South 72°05'11" West a distance of 25.00 feet to the **true point of beginning**; thence along the following thirteen (13) courses:

(1) thence South 17°54'49" East a distance of 769.41 feet;
 (2) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 35.27 feet to a point that bears South 10°57'30" West a distance of 33.80 feet from the last described point;

10 - Mult Co Jail Access Slope Maintenance Easement

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- (3) thence South 39°49'50" West a distance of 284.58 feet;
- (4) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 54.98 feet to a point that bears South 84°49'50" West a distance of 49.50 feet from the last described point;
- (5) thence North 50°10'10" West a distance of 622.80 feet;
- (6) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 20.04 feet to a point that bears North 33°46'04" West a distance of 19.77 feet from the last described point;
- (7) thence North 17°21'58" West a distance of 72.26 feet;
- (8) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 10.36 feet to a point that bears North 08°53'00" West a distance of 10.33 feet from the last described point;
- (9) thence North 00°24'02" West a distance of 403.24 feet;
- (10) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 72°29'13" a distance of 44.28 feet to a point that bears South 35°50'35" West a distance of 41.39 feet from the last described point;
- (11) thence North 72°05'11" East a distance of 426.02 feet;
- (12) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 62°54'49" East a distance of 84.85 feet from the last described point;
- (13) thence South 17°54'49" East a distance of 37.20 feet to the **true point of beginning**.

Together with the following five (5) 8.00 foot wide access strips of land, lying 4.00 feet on each side of the following described centerlines:

- (1) **Beginning at Point "A"**, as described above: thence South 84°28'30" East a distance of 2.00 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence North 05°31'30" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence South 84°28'30" East a distance of 13.95 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (2) **Beginning at Point "C"**, as described above: thence North 72°05'11" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence North 17°54'49" West a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence South 72°05'11" East a distance of 11.50 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

- (3) **Beginning at Point "D"**, as described above: thence South 50°10'10" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence North 39°49'50" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 11.50 feet, to a point on the Northwestern edge of the Southeasterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (4) **Beginning at Point "E"**, as described above: thence South 39°49'50" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 39°49'50" East a distance of 11.50 feet, to a point on the Northeasterly edge of the Southwesterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (5) **Beginning at Point "F"**, as described above: thence South 89°35'58" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 00°24'02" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 89°35'58" West a distance of 61.51 feet, to a point on the Easterly edge of the Westerly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

Storm Water Outfall Easement:

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North $72^{\circ}05'11''$ East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South $00^{\circ}24'02''$ East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South $17^{\circ}21'58''$ West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South $64^{\circ}53'03''$ West a distance of 15.00 feet; (2) thence North $17^{\circ}21'58''$ West a distance of 4.00 feet; (3) thence South $72^{\circ}38'02''$ West a distance of 21.00 feet; (4) thence South $17^{\circ}21'58''$ East a distance of 26.00 feet; (5) thence North $72^{\circ}38'02''$ East a distance of 21.00 feet; (6) thence North $17^{\circ}21'58''$ West a distance of 6.86 feet; (7) thence North $64^{\circ}53'03''$ East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North $17^{\circ}21'58''$ East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

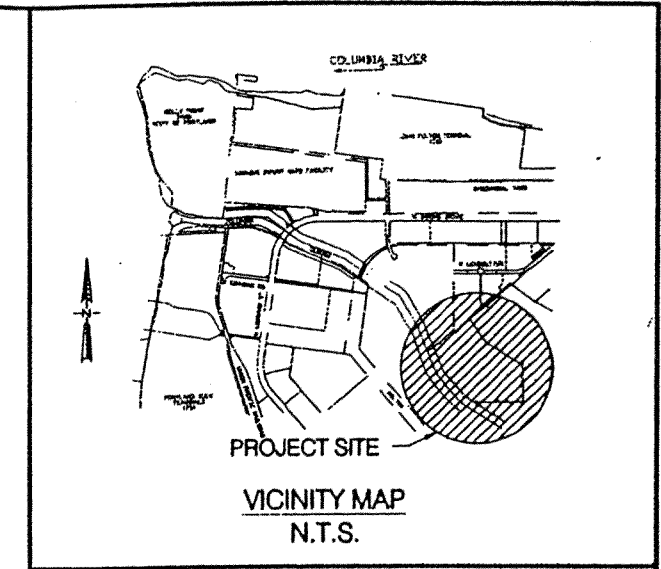
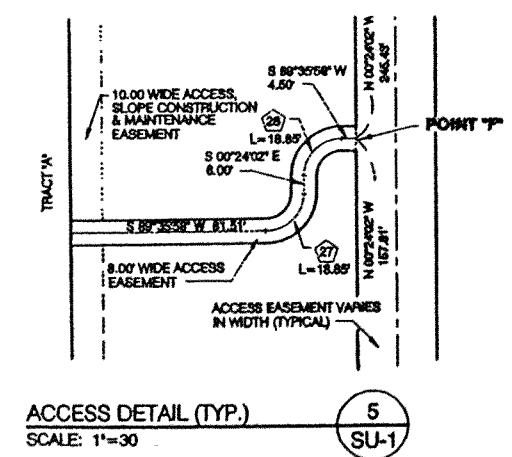
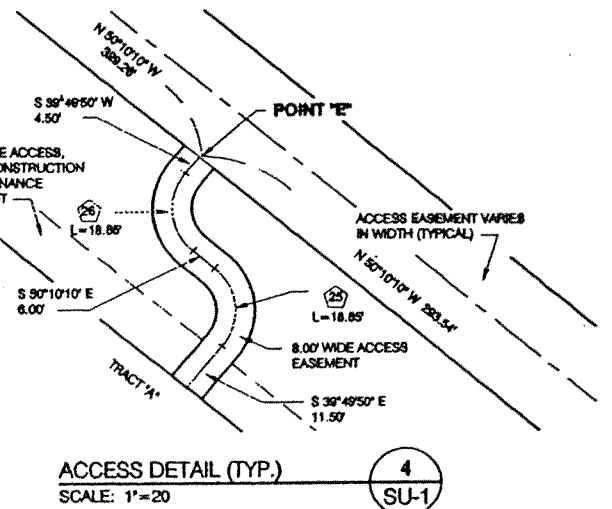
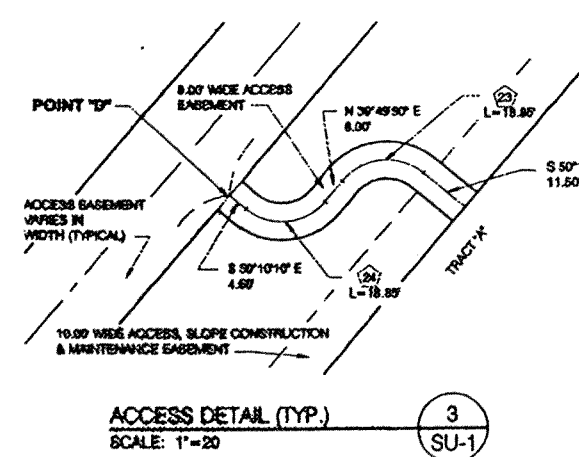
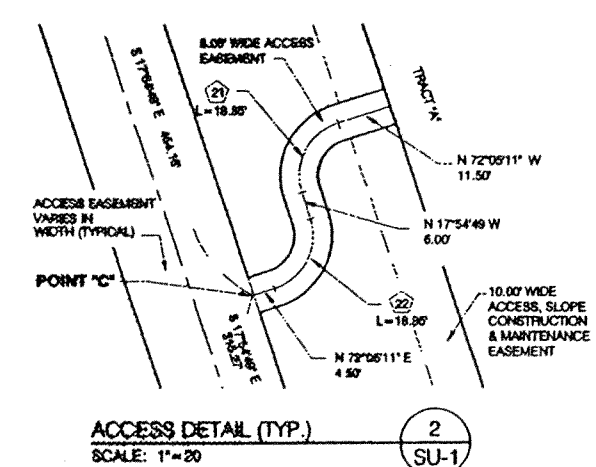
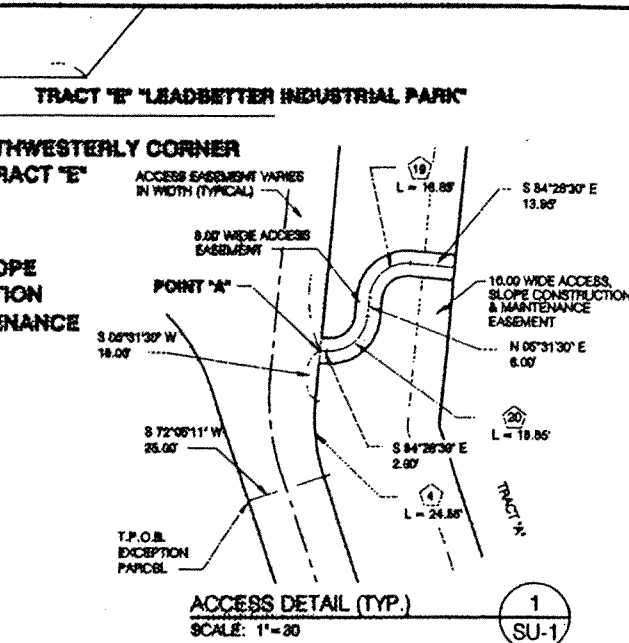
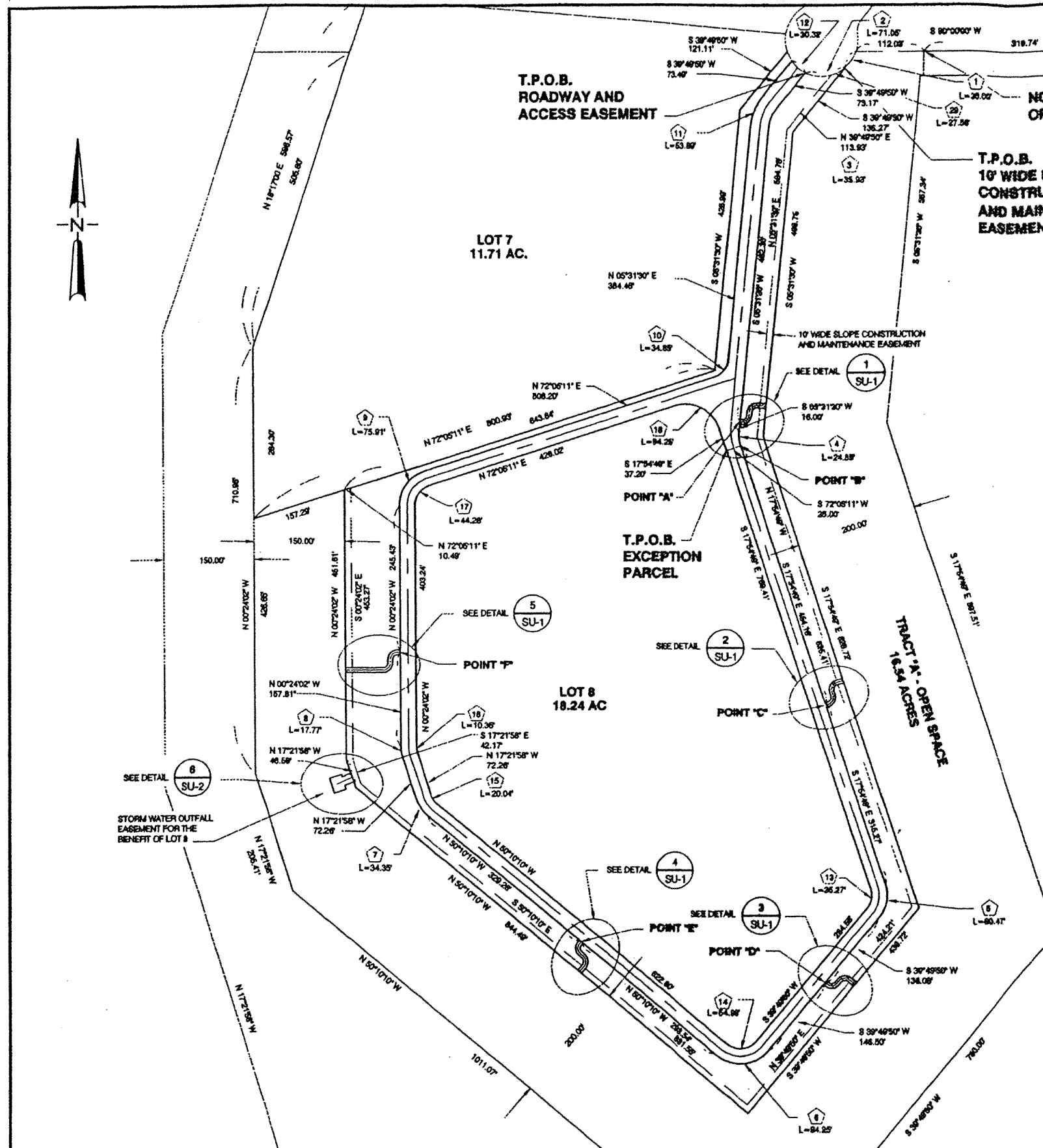


Exhibit C

<p>PORT OF PORTLAND PORTLAND, OREGON</p> <p><i>David A. Foster</i> REGISTERED PROFESSIONAL LAND SURVEYOR</p>										<p>DESIGNED BY: D. FOSTER DRAWN BY: D. FOSTER CHECKED BY: C. VANDERWERF DATE: MAY, 2001</p>										<p>RIVERGATE INDUSTRIAL DISTRICT BYBEE LAKE INDUSTRIAL PARK MULTNOMAH COUNTY CORRECTIONS FACILITY EASEMENTS - LOT 8</p>									
<p>NO. DATE BY REVISIONS CND APPVD NO. DATE BY</p>										<p>SUBMITTED BY: DAVID IRVINE TYPE: EP DRAWING NO.: RG 2001-10 1/2 SU-1</p>										<p>DISCLAIMER: Due to processing, this document may not accurately represent the original document.</p>									

LEGAL DESCRIPTION - VARIABLE WIDTH ROADWAY & ACCESS EASEMENTS

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTH-WESTERLY CORNER OF TRACT 'E' 'LEADBETTER ADDITION'; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°50'48", A DISTANCE OF 71.05 FEET, TO A POINT THAT BEARS SOUTH 82°02'31" WEST A DISTANCE OF 66.97 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING TWENTY-FIVE (25) COURSES:

- (1) THENCE SOUTH 30°49'50" WEST A DISTANCE OF 73.17 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 35.43 FEET TO A POINT THAT BEARS SOUTH 22°40'40" WEST A DISTANCE OF 36.39 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 06°31'30" WEST A DISTANCE OF 482.30 FEET, TO POINT "A";
- (4) THENCE CONTINUING SOUTH 06°31'30" WEST A DISTANCE OF 18.00 FEET;
- (5) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°28'19", A DISTANCE OF 24.55 FEET TO A POINT THAT BEARS SOUTH 08°11'40" EAST A DISTANCE OF 24.37 FEET FROM THE LAST DESCRIBED POINT, TO POINT "B";
- (6) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 454.16 FEET, TO POINT "C";
- (7) THENCE CONTINUING SOUTH 17°54'49" EAST A DISTANCE OF 315.27 FEET;
- (8) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 60.47 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 57.94 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 138.08 FEET, TO POINT "D";
- (10) THENCE CONTINUING SOUTH 39°49'50" WEST A DISTANCE OF 148.50 FEET;
- (11) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 84°48'50" WEST A DISTANCE OF 84.88 FEET FROM THE LAST DESCRIBED POINT;
- (12) THENCE NORTH 50°10'10" WEST A DISTANCE OF 283.54 FEET, TO POINT "E";
- (13) THENCE CONTINUING NORTH 50°10'10" WEST A DISTANCE OF 329.26 FEET;
- (14) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 34.35 FEET TO A POINT THAT BEARS NORTH 33°48'04" WEST A DISTANCE OF 33.88 FEET FROM THE LAST DESCRIBED POINT;
- (15) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.26 FEET;
- (16) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°57'56", A DISTANCE OF 17.77 FEET TO A POINT THAT BEARS NORTH 08°53'00" WEST A DISTANCE OF 17.70 FEET FROM THE LAST DESCRIBED POINT;
- (17) THENCE NORTH 00°24'02" WEST A DISTANCE OF 157.81 FEET, TO POINT "F";
- (18) THENCE CONTINUING NORTH 00°24'02" WEST A DISTANCE OF 245.43 FEET;
- (19) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13", A DISTANCE OF 75.91 FEET TO A POINT THAT BEARS NORTH 36°50'35" EAST A DISTANCE OF 70.95 FEET FROM THE LAST DESCRIBED POINT;
- (20) THENCE NORTH 72°05'11" EAST A DISTANCE OF 506.20 FEET;
- (21) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°33'41", A DISTANCE OF 34.85 FEET TO A POINT THAT BEARS NORTH 38°48'21" EAST A DISTANCE OF 32.92 FEET FROM THE LAST DESCRIBED POINT;
- (22) THENCE NORTH 05°31'30" EAST A DISTANCE OF 384.46 FEET;
- (23) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 63.89 FEET TO A POINT THAT BEARS NORTH 22°40'40" EAST A DISTANCE OF 63.00 FEET FROM THE LAST DESCRIBED POINT;
- (24) THENCE NORTH 30°49'50" EAST A DISTANCE OF 73.49 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT;
- (25) THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH BYBEE LAKE COURT ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.32 FEET TO A POINT THAT BEARS SOUTH 48°32'23" EAST A DISTANCE OF 30.00 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (EXCEPTION PARCEL):

BEGINNING AT POINT "B", AS DESCRIBED IN THE PREVIOUSLY DESCRIBED PARCEL, THENCE SOUTH 72°05'11" WEST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

- (1) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 758.41 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 35.27 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 33.80 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 284.58 FEET;
- (4) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT THAT BEARS SOUTH 84°48'50" WEST A DISTANCE OF 48.50 FEET FROM THE LAST DESCRIBED POINT;
- (5) THENCE NORTH 50°10'10" WEST A DISTANCE OF 622.80 FEET;
- (6) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 20.04 FEET TO A POINT THAT BEARS NORTH 33°48'04" WEST A DISTANCE OF 19.77 FEET FROM THE LAST DESCRIBED POINT;
- (7) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.26 FEET;
- (8) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°57'56", A DISTANCE OF 10.36 FEET TO A POINT THAT BEARS NORTH 08°53'00" WEST A DISTANCE OF 10.33 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE NORTH 00°24'02" WEST A DISTANCE OF 403.24 FEET;
- (10) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13", A DISTANCE OF 44.28 FEET TO A POINT THAT BEARS SOUTH 36°50'35" WEST A DISTANCE OF 41.39 FEET FROM THE LAST DESCRIBED POINT;
- (11) THENCE NORTH 72°05'11" EAST A DISTANCE OF 428.02 FEET;
- (12) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 82°02'31" EAST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;

(13) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 37.20 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING FIVE (5) 8.00 FOOT WIDE ACCESS STRIPS OF LAND, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

(1) BEGINNING AT POINT "A", AS DESCRIBED ABOVE, THENCE SOUTH 84°28'30" EAST A DISTANCE OF 2.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 05°31'30" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 13.85 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(2) BEGINNING AT POINT "C", AS DESCRIBED ABOVE, THENCE NORTH 72°05'11" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 27°05'11" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 17°54'49" WEST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 27°05'11" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 72°05'11" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(3) BEGINNING AT POINT "D", AS DESCRIBED ABOVE, THENCE SOUTH 50°10'10" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°48'50" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 39°49'50" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°48'50" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTH-WESTERLY EDGE OF THE SOUTH-EASTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(4) BEGINNING AT POINT "E", AS DESCRIBED ABOVE, THENCE SOUTH 39°49'50" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 05°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°10'10" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 05°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 39°49'50" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTH-EASTERLY EDGE OF THE SOUTH-WESTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

(5) BEGINNING AT POINT "F", AS DESCRIBED ABOVE, THENCE SOUTH 80°35'58" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 00°24'02" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 80°35'58" WEST A DISTANCE OF 61.51 FEET, TO A POINT ON THE EASTERLY EDGE OF THE WESTERLY PORTION OF TRACT "A" OF SAID PROPOSED PLAT, AND THE END OF SAID 8.00 FOOT WIDE STRIP OF LAND.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

LEGAL DESCRIPTION - STORM WATER OUTFALL EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

LOCATED IN A PORTION OF TRACT "A" OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 & TRACT "D" 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT "A" OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF LOT 7 AND THE MOST WESTERLY NORTH-WEST CORNER OF TRACT "A" OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK'; THENCE NORTH 72°05'11" EAST, ALONG THE COMMON DIVIDING LINE BETWEEN LOT 7 AND TRACT "A" OF SAID PLAT, A DISTANCE OF 157.29 FEET, TO THE MOST WESTERLY NORTH-WEST CORNER OF LOT 8 OF SAID PROPOSED PLAT; THENCE LEAVING SAID COMMON DIVIDING LINE ALONG THE EASTERLY LINE OF TRACT "A" AND THE WESTERLY LINES OF LOT 8, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°24'02" EAST A DISTANCE OF 451.81 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF LOT 8; (2) THENCE SOUTH 17°21'58" WEST A DISTANCE OF 22.87 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID WESTERLY LINE, ALONG THE OUTBOUNDS, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 84°53'03" WEST A DISTANCE OF 16.00 FEET; (2) THENCE NORTH 17°21'58" WEST A DISTANCE OF 4.00 FEET; (3) THENCE SOUTH 72°38'02" WEST A DISTANCE OF 21.00 FEET; (4) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 26.00 FEET; (5) THENCE NORTH 72°38'02" EAST A DISTANCE OF 21.00 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 8.86 FEET; (7) THENCE NORTH 64°53'03" EAST A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE ALONG SAID WESTERLY LINE OF LOT 8 NORTH 17°21'58" EAST A DISTANCE OF 15.14 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 771.00 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

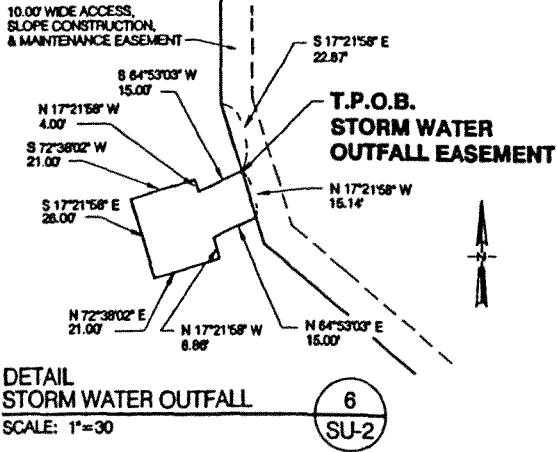
LEGAL DESCRIPTION - 10.00 WIDE SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 & TRACT "D" 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT "A" OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTH-WESTERLY CORNER OF TRACT "E" 'LEADBETTER ADDITION'; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED, THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE DIVIDING LINE BETWEEN LOT 8 AND TRACT "A" OF SAID PLAT, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 39°49'50" WEST A DISTANCE OF 138.27 FEET; (2) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 489.78 FEET; (3) THENCE SOUTH 17°54'49" EAST A DISTANCE OF 828.72 FEET; (4) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 436.72 FEET; (5) THENCE NORTH 50°10'10" WEST A DISTANCE OF 844.48 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 46.59 FEET; (7) THENCE NORTH 00°24'02" WEST A DISTANCE OF 451.81 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED LOT 7; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 7 AND 8 OF SAID PLAT NORTH 72°05'11" EAST A DISTANCE OF 10.49 FEET; THENCE LEAVING SAID LINE, PARALLEL WITH AND 10.00 FEET DISTANCE FROM WHEN MEASURED AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE BETWEEN LOT 8 AND TRACT "A", THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 00°24'02" EAST, A DISTANCE OF 453.27 FEET; (2) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 42.17 FEET; (3) THENCE SOUTH 50°10'10" EAST A DISTANCE OF 831.55 FEET; (4) THENCE NORTH 39°49'50" EAST A DISTANCE OF 424.21 FEET; (5) THENCE NORTH 17°54'49" WEST A DISTANCE OF 825.41 FEET; (6) THENCE NORTH 05°31'30" EAST A DISTANCE OF 504.78 FEET; (7) THENCE NORTH 39°49'50" EAST A DISTANCE OF 113.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT; THENCE ALONG THE AFORESAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 27.58 FEET TO A POINT THAT BEARS NORTH 61°17'14" EAST A DISTANCE OF 27.34 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING. CONTAINING 32,186.53 SQUARE FEET OR 0.74 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-16), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.



PORT OF PORTLAND PORTLAND, OREGON										REGISTERED PROFESSIONAL LAND SURVEYOR		DESIGNED BY D. FOSTER		RIVERGATE INDUSTRIAL DISTRICT			
[Signature]										DAVID A. FOSTER 1994		DRAWN BY D. FOSTER		BYBEE LAKE INDUSTRIAL PARK MULTNOMAH COUNTY CORRECTIONS FACILITY EASEMENTS - LOT 8 - DESCRIPTIONS			
[Signature]										DAVID A. FOSTER 1994		CHECKED BY C. VANDERWERF		SUBMITTED BY DAVID IRVINE			
[Signature]										DAVID A. FOSTER 1994		DATE MAY, 2001		TYPE EP			
[Signature]										DAVID A. FOSTER 1994		SCALE 1" = 100'		DRAWING NO. 2001-10			
[Signature]										DAVID A. FOSTER 1994		RENEWED THRU 12/31/01		2/2 SU-2			

After recording return to:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

No change in tax statements.

STORM WATER OUTFALL EASEMENT

GRANTOR: **THE PORT OF PORTLAND**, a port district of the State of Oregon

GRANTEE: **MULTNOMAH COUNTY**, a municipal corporation organized under the laws of the state of Oregon

For good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon, over, under and through a portion of Grantor's property more precisely described on **Exhibit A** (the "Easement Area").

1. GRANTEE'S USE

1.1 General

Grantee shall have the right to use the Easement Area only for the placement and use of a storm water outfall pipe and slope protection, for discharge of ordinary storm water from the outfall pipe across Grantor's land, and for the ingress and egress necessary thereto, and for no other purpose without Grantor's prior written consent. Grantee shall under no circumstances allow any substances other than ordinary storm water to be discharged from the storm water pipe. Grantee shall manage and, as appropriate, secure the Easement Area and its occupation or use so as to prevent any unauthorized access or waste disposal by any party on or relating to the Easement Area.

1.2 Requirements of Consent Decree

1.2.1 Consent Decree

Grantee covenants that it shall not use the Easement Area in a manner that will be inconsistent with the use of Grantor's property as a wetland and for slope purposes or otherwise inconsistent with Grantor's obligations under the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as such may be amended from time to time (the "Consent Decree").

1.2.2 Design and Construction

The location, design and construction of the storm water pipe and outfall shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, provided that Grantor shall have the right to withhold or condition such approval if the proposed location, design or construction of such pipe or outfall shall interfere with Grantor's ability to comply with the Consent Decree as determined by Grantor in its sole discretion. The end of the storm water pipe shall have a diffuser to minimize erosion of the bank and wetland and trail areas. Grantee shall be responsible for all damages and losses incurred by Grantor arising from erosion or other destruction of the bank and wetland and trail areas resulting from the use, operation and maintenance of the storm water outfall, provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause any such damages or losses. The storm water pipe and outfall, and Grantee's rights to use the Easement Area for such purposes, shall be subject to the provisions of the Consent Decree, and Grantee covenants that it shall not use the pipe, outfall and rights under this Easement in a manner that is inconsistent with the use of Grantor's property as a wetland and for slope purposes or is otherwise inconsistent with Grantor's obligations under the Consent Decree. In addition, Grantee shall be responsible for paying any costs associated with such storm water pipe (such as relocating the pipe or providing a culvert for the pipe) if necessary, as determined by a court to allow Grantor to comply with the Consent Decree, as such may be further amended from time to time. Grantor makes no representations and warranties about defending any claim involving or affecting the location of the storm water pipe. If there is a claim that Grantee's use of the easement area violates the Consent Decree, Grantee shall have the right but not the obligation to join in with the Port in defending the claim or, if the Port is not defending the claim, to defend the claim on Grantee's behalf. If Grantee becomes involved in any such defense it shall do so at its sole expense.

2. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

2.1 Definitions

For the purposes of this Easement, the following definitions shall apply:

2.1.1 "Environmental Law"

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

2.1.2 "Hazardous Substance"

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

2.1.3 "Hazardous Substance Release"

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

2.2 Hazardous Substances

Grantee may not use, handle or store on the Easement Area, or use the storm water outfall pipe to transport, any Hazardous Substances.

2.3 Hazardous Substance Releases

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's occupancy or use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

3. TERM

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the property.

4. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or Grantor's property.

5. RESTORATION OF EASEMENT AREA

5.1 Disturbance

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping, wetland or trail areas or other improvement to a condition not less than the condition prior to the exercise of such rights.

5.2 Condition on Termination

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement, or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

6. CONSTRUCTION OF IMPROVEMENTS

Prior to the commencement of any new construction or material reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Construction Permit and Right of Entry.

7. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by Grantee, its agents, contractors, or employees.

8. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including without limitation the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, shallow-rooted landscaping, and continued operation and development of Grantor's property. In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, after consultation with Grantee and at Grantor's expense, the Easement Area and any utilities or facilities located in the Easement Area.

9. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements owned or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

10. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County
Property Management
401 N. Dixon Street
Portland, OR 97227-1865

with a copy to:

Multnomah County
Multnomah County Inverness Jail
11540 N.E. Inverness Drive
Portland, OR 97220
Attention: Bob Nilsen

to the Port:

The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: Manager, Property and Development Services

13. AMENDMENT

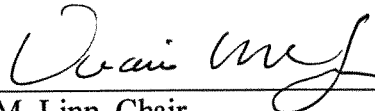
This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this _____ day of _____, 2001.

GRANTOR
THE PORT OF PORTLAND

GRANTEE
MULTNOMAH COUNTY

By: _____
E.B. Galligan, Executive Director

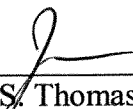
By:  _____
Diane M. Linn, Chair

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT

REVIEWED:

Thomas Sponsler, Attorney for Multnomah
County

By: _____
Counsel for the Port of Portland

By:  _____
John S. Thomas
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 10.25.01
DEB BOGSTAD, BOARD CLERK

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
MULTNOMAH COUNTY**

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

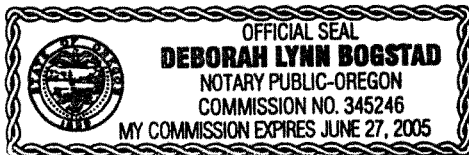
This easement was acknowledged before me on _____,
2001, by _____ as
_____ of the Port of Portland.

Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

This easement was acknowledged before me on October 25,
2001, by DIANE M LYN as
Chair _____ of Multnomah County.



Deborah Lynn Bogstad
Notary Public for Oregon

My Commission Expires: 06.27.05

EXHIBIT A

EASEMENT DESCRIPTION

///MUST BE ATTACHED PRIOR TO SIGNATURE.

EXHIBIT A

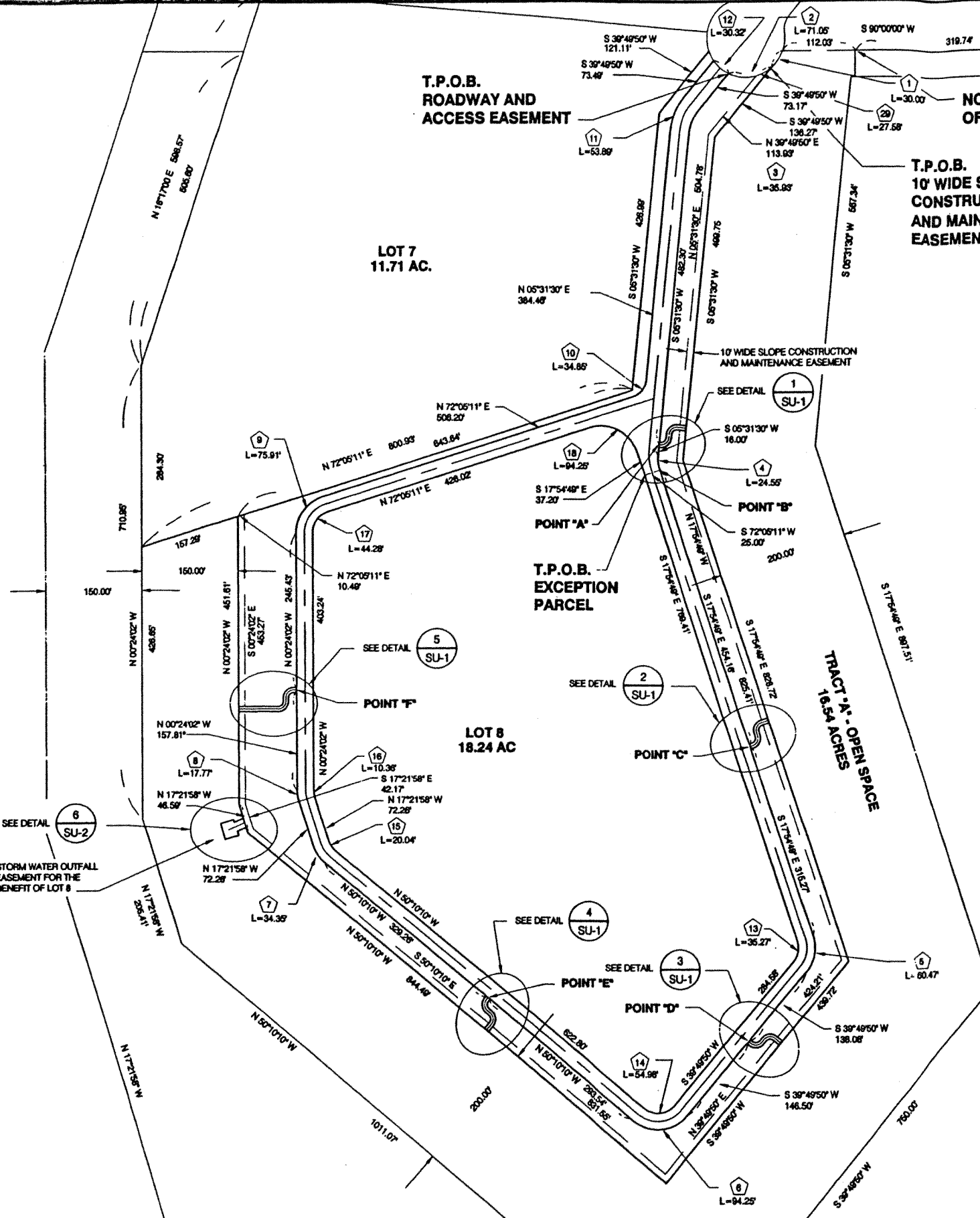
EASEMENT DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North 72°05'11" East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South 00°24'02" East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South 17°21'58" West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South 64°53'03" West a distance of 15.00 feet; (2) thence North 17°21'58" West a distance of 4.00 feet; (3) thence South 72°38'02" West a distance of 21.00 feet; (4) thence South 17°21'58" East a distance of 26.00 feet; (5) thence North 72°38'02" East a distance of 21.00 feet; (6) thence North 17°21'58" West a distance of 6.86 feet; (7) thence North 64°53'03" East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North 17°21'58" East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.



TRACT 'E' LEADBETTER INDUSTRIAL PARK

NORTHWESTERLY CORNER OF TRACT 'E'

T.P.O.B. 10' WIDE SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT

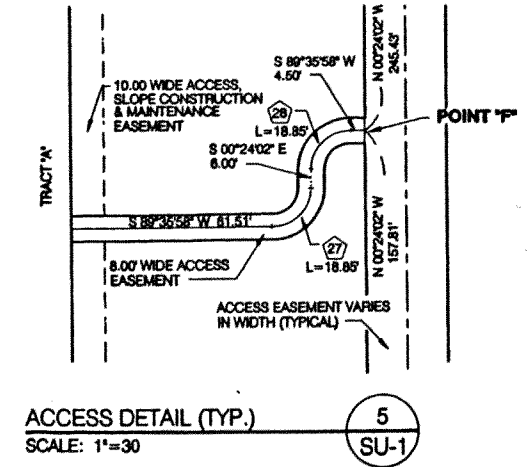
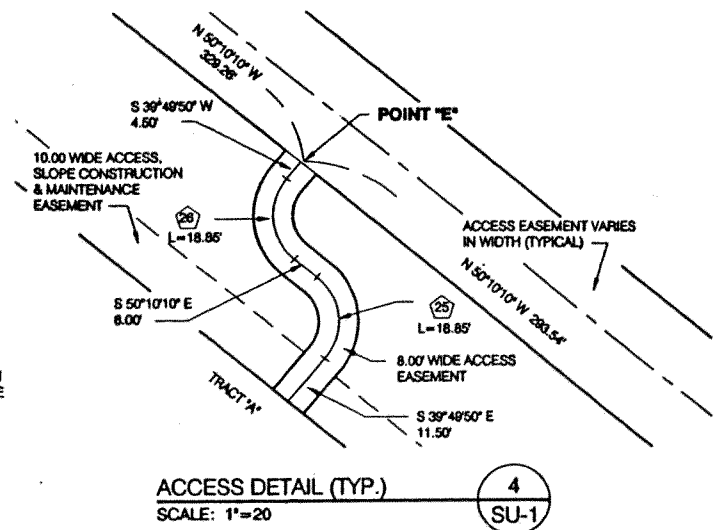
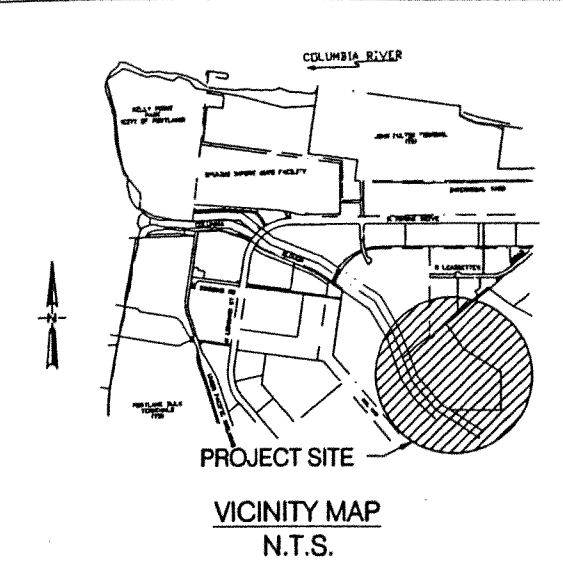
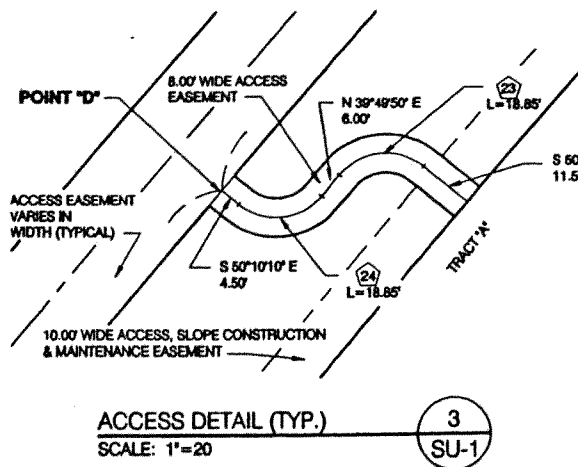
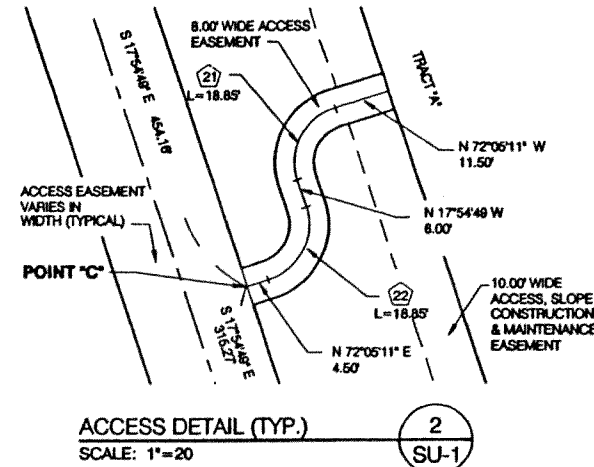
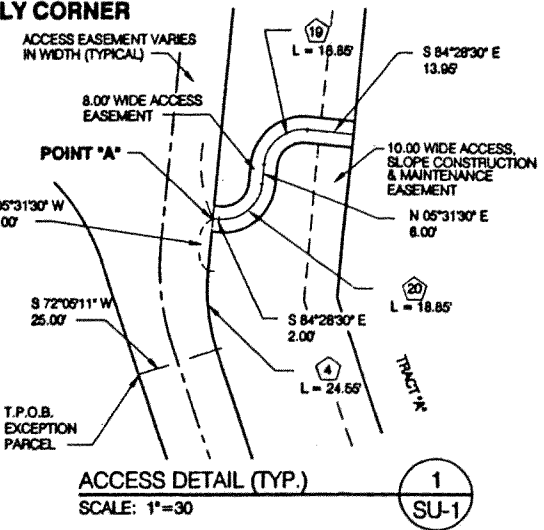
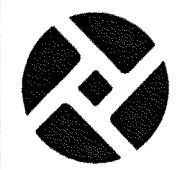


Exhibit A

NO.	DATE	BY	REVISIONS	CKD	APPVD



PORT OF PORTLAND
PORTLAND, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID A. FOSTER
1834

RENEWED 12/31/01

PROJECT NUMBER: 82101-110

DESIGNED BY: D. FOSTER
DRAWN BY: D. FOSTER
CHECKED BY: C. VANDERWERF
DATE: MAY, 2001
SCALE: 1" = 100'

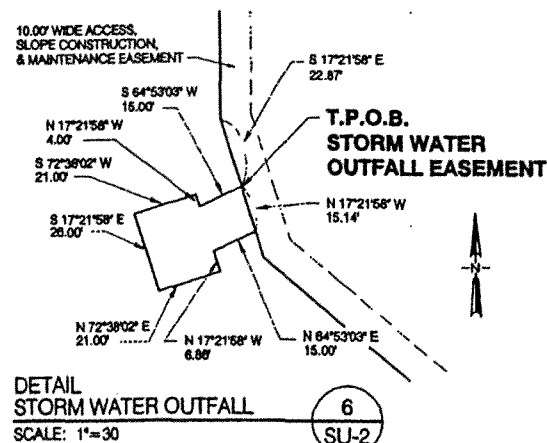
RIVERGATE INDUSTRIAL DISTRICT
BYBEE LAKE INDUSTRIAL PARK
MULTNOMAH COUNTY CORRECTIONS FACILITY
EASEMENTS - LOT 8

SUBMITTED BY: DAVID IRVINE
SURVEY MANAGER

TYPE: EP
DRAWING NO.: RG 2001-10
1/2 SU-1

CURVE DATA

	Δ	R	L	CHORD	CHORD BEARING
①	28°36'52"	60.00'	30.00'	29.89'	S 33°47'42" W
②	67°50'46"	60.00'	71.06'	66.97'	S 82°02'31" W
③	34°18'20"	60.00'	35.39'	36.39'	S 22°40'40" W
④	23°26'19"	60.00'	24.55'	24.37'	S 06°11'40" E
⑤	57°44'39"	60.00'	60.47'	57.94'	S 10°57'30" W
⑥	90°00'00"	60.00'	94.25'	84.85'	S 84°49'50" W
⑦	32°48'12"	60.00'	34.35'	33.88'	N 33°48'04" W
⑧	16°57'56"	60.00'	17.77'	17.70'	N 06°53'00" W
⑨	72°29'13"	60.00'	75.91'	70.95'	N 35°50'35" E
⑩	66°33'41"	60.00'	34.88'	32.92'	N 38°48'21" E
⑪	34°18'20"	90.00'	53.89'	53.09'	N 22°40'40" E
⑫	26°57'24"	60.00'	30.32'	30.00'	S 40°33'23" E
⑬	57°44'39"	60.00'	35.27'	33.80'	S 10°57'30" W
⑭	90°00'00"	35.00'	54.98'	49.50'	S 84°49'50" W
⑮	32°48'12"	35.00'	20.04'	19.77'	N 33°48'04" W
⑯	16°57'56"	35.00'	10.38'	10.33'	N 06°53'00" W
⑰	72°29'13"	35.00'	44.28'	41.39'	S 35°50'35" W
⑱	90°00'00"	60.00'	94.25'	84.85'	S 84°49'50" E
⑲	90°00'00"	12.00'	18.85'	16.97'	N 50°31'30" E
⑳	90°00'00"	12.00'	18.85'	16.97'	N 50°31'30" E
㉑	90°00'00"	12.00'	18.85'	16.97'	N 27°05'11" E
㉒	90°00'00"	12.00'	18.85'	16.97'	N 27°05'11" E
㉓	90°00'00"	12.00'	18.85'	16.97'	N 84°49'50" E
㉔	90°00'00"	12.00'	18.85'	16.97'	N 84°49'50" E
㉕	90°00'00"	12.00'	18.85'	16.97'	S 05°10'10" E
㉖	90°00'00"	12.00'	18.85'	16.97'	S 05°10'10" E
㉗	90°00'00"	12.00'	18.85'	16.97'	S 44°35'58" W
㉘	90°00'00"	12.00'	18.85'	16.97'	S 44°35'58" W
㉙	26°57'24"	60.00'	27.58'	27.34'	S 61°17'14" W



LEGAL DESCRIPTION - VARIABLE WIDTH ROADWAY & ACCESS EASEMENTS

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF TRACT 'E' 'LEADBETTER ADDITION'; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°36'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF SAID LOT 8; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°50'46", A DISTANCE OF 71.06 FEET, TO A POINT THAT BEARS SOUTH 82°02'31" WEST A DISTANCE OF 66.97 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING TWENTY-FIVE (25) COURSES:

- (1) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 73.17 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 35.39 FEET TO A POINT THAT BEARS SOUTH 22°40'40" WEST A DISTANCE OF 36.39 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 482.30 FEET, TO POINT 'A';
- (4) THENCE CONTINUING SOUTH 05°31'30" WEST A DISTANCE OF 18.00 FEET
- (5) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°26'19", A DISTANCE OF 24.55 FEET TO A POINT THAT BEARS SOUTH 06°11'40" EAST A DISTANCE OF 24.37 FEET FROM THE LAST DESCRIBED POINT, TO POINT 'C';
- (6) THENCE SOUTH 17°54'48" EAST A DISTANCE OF 454.16 FEET, TO POINT 'C';
- (7) THENCE CONTINUING SOUTH 17°54'48" EAST A DISTANCE OF 518.27 FEET;
- (8) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 60.47 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 57.94 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 139.08 FEET, TO POINT 'D';
- (10) THENCE CONTINUING SOUTH 39°49'50" WEST A DISTANCE OF 149.50 FEET;
- (11) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 84°49'50" WEST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;
- (12) THENCE NORTH 50°31'30" WEST A DISTANCE OF 283.54 FEET, TO POINT 'E';
- (13) THENCE CONTINUING NORTH 50°31'30" WEST A DISTANCE OF 329.24 FEET;
- (14) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 34.35 FEET TO A POINT THAT BEARS NORTH 33°48'04" WEST A DISTANCE OF 33.88 FEET FROM THE LAST DESCRIBED POINT;
- (15) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.28 FEET;
- (16) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 17.77 FEET TO A POINT THAT BEARS NORTH 06°53'00" WEST A DISTANCE OF 17.70 FEET FROM THE LAST DESCRIBED POINT;
- (17) THENCE NORTH 00°24'02" WEST A DISTANCE OF 157.81 FEET, TO POINT 'F';
- (18) THENCE CONTINUING NORTH 00°24'02" WEST A DISTANCE OF 149.50 FEET;
- (19) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13", A DISTANCE OF 75.91 FEET TO A POINT THAT BEARS NORTH 35°50'35" EAST A DISTANCE OF 70.95 FEET FROM THE LAST DESCRIBED POINT;
- (20) THENCE NORTH 72°05'11" EAST A DISTANCE OF 509.20 FEET;
- (21) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°33'41", A DISTANCE OF 34.88 FEET TO A POINT THAT BEARS NORTH 38°48'21" EAST A DISTANCE OF 32.92 FEET FROM THE LAST DESCRIBED POINT;
- (22) THENCE NORTH 05°31'30" EAST A DISTANCE OF 384.48 FEET;
- (23) THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°18'20", A DISTANCE OF 53.89 FEET TO A POINT THAT BEARS SOUTH 22°40'40" EAST A DISTANCE OF 53.09 FEET FROM THE LAST DESCRIBED POINT;
- (24) THENCE NORTH 39°49'50" EAST A DISTANCE OF 73.49 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT;
- (25) THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH BYBEE LAKE COURT ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°57'24", A DISTANCE OF 30.32 FEET TO A POINT THAT BEARS SOUTH 40°33'23" EAST A DISTANCE OF 30.00 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (EXCEPTION PARCEL):

BEGINNING AT POINT 'B', AS DESCRIBED IN THE PREVIOUSLY DESCRIBED PARCEL, THENCE SOUTH 72°05'11" WEST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

- (1) THENCE SOUTH 17°54'48" EAST A DISTANCE OF 789.41 FEET;
- (2) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°44'39", A DISTANCE OF 35.27 FEET TO A POINT THAT BEARS SOUTH 10°57'30" WEST A DISTANCE OF 33.80 FEET FROM THE LAST DESCRIBED POINT;
- (3) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 294.58 FEET;
- (4) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT THAT BEARS SOUTH 84°49'50" WEST A DISTANCE OF 49.50 FEET FROM THE LAST DESCRIBED POINT;
- (5) THENCE NORTH 50°31'30" WEST A DISTANCE OF 622.90 FEET;
- (6) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°48'12", A DISTANCE OF 20.04 FEET TO A POINT THAT BEARS NORTH 33°48'04" WEST A DISTANCE OF 19.77 FEET FROM THE LAST DESCRIBED POINT;
- (7) THENCE NORTH 17°21'58" WEST A DISTANCE OF 72.28 FEET;
- (8) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°57'56", A DISTANCE OF 10.38 FEET TO A POINT THAT BEARS NORTH 06°53'00" WEST A DISTANCE OF 10.33 FEET FROM THE LAST DESCRIBED POINT;
- (9) THENCE NORTH 00°24'02" WEST A DISTANCE OF 403.24 FEET;
- (10) THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°29'13", A DISTANCE OF 44.28 FEET TO A POINT THAT BEARS NORTH 35°50'35" EAST A DISTANCE OF 41.39 FEET FROM THE LAST DESCRIBED POINT;
- (11) THENCE NORTH 72°05'11" EAST A DISTANCE OF 426.02 FEET;
- (12) THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 94.25 FEET TO A POINT THAT BEARS SOUTH 82°02'31" EAST A DISTANCE OF 84.85 FEET FROM THE LAST DESCRIBED POINT;

(13) THENCE SOUTH 17°54'48" EAST A DISTANCE OF 37.20 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING FIVE (5) 6.00 FOOT WIDE ACCESS STRIPS OF LAND, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

(1) BEGINNING AT POINT 'A', AS DESCRIBED ABOVE; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 2.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 05°31'30" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 50°31'30" EAST A DISTANCE OF 18.87 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 84°28'30" EAST A DISTANCE OF 13.95 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

(2) BEGINNING AT POINT 'C', AS DESCRIBED ABOVE; THENCE NORTH 72°05'11" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 72°05'11" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 17°54'48" WEST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 72°05'11" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 72°05'11" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE WESTERLY EDGE OF THE EASTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

(3) BEGINNING AT POINT 'D', AS DESCRIBED ABOVE; THENCE SOUTH 50°31'30" EAST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°49'50" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE NORTH 39°49'50" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS NORTH 84°49'50" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°31'30" EAST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTHWESTERLY EDGE OF THE SOUTHWESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

(4) BEGINNING AT POINT 'E', AS DESCRIBED ABOVE; THENCE SOUTH 39°49'50" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 50°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 50°31'30" EAST A DISTANCE OF 8.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 50°31'30" EAST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 39°49'50" WEST A DISTANCE OF 11.50 FEET, TO A POINT ON THE NORTHWESTERLY EDGE OF THE SOUTHWESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

(5) BEGINNING AT POINT 'F', AS DESCRIBED ABOVE; THENCE SOUTH 89°35'58" WEST A DISTANCE OF 4.50 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 00°24'02" EAST A DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 18.85 FEET TO A POINT THAT BEARS SOUTH 44°35'58" WEST A DISTANCE OF 18.97 FEET FROM THE LAST DESCRIBED POINT; THENCE SOUTH 89°35'58" WEST A DISTANCE OF 61.51 FEET, TO A POINT ON THE WESTERLY EDGE OF THE WESTERLY PORTION OF TRACT 'A' OF SAID PROPOSED PLAT, AND THE END OF SAID 6.00 FOOT WIDE STRIP OF LAND.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-18), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

LEGAL DESCRIPTION - STORM WATER OUTFALL EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

LOCATED IN A PORTION OF TRACT 'A' OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF LOT 7 AND THE MOST WESTERLY NORTHWEST CORNER OF TRACT 'A' OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK'; THENCE NORTH 72°05'11" EAST, ALONG THE COMMON DIVIDING LINE BETWEEN LOT 7 AND TRACT 'A' OF SAID PLAT, A DISTANCE OF 157.29 FEET, TO THE MOST WESTERLY NORTHWEST CORNER OF LOT 8 OF SAID PROPOSED PLAT; THENCE LEAVING SAID COMMON DIVIDING LINE ALONG THE EASTERLY LINE OF TRACT 'A' AND THE WESTERLY LINES OF LOT 8, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°24'02" EAST A DISTANCE OF 451.81 FEET TO AN ANGLE POINT IN SAID BOUNDARY OF LOT 8; (2) THENCE SOUTH 17°21'58" WEST A DISTANCE OF 22.87 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID WESTERLY LINE, ALONG THE OUTBOUND, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 64°53'03" WEST A DISTANCE OF 15.00 FEET; (2) THENCE NORTH 17°21'58" WEST A DISTANCE OF 4.00 FEET; (3) THENCE SOUTH 72°38'02" WEST A DISTANCE OF 21.00 FEET; (4) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 26.00 FEET; (5) THENCE NORTH 72°38'02" EAST A DISTANCE OF 21.00 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 4.00 FEET; (7) THENCE NORTH 64°53'03" EAST A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE ALONG SAID WESTERLY LINE OF LOT 8 NORTH 17°21'58" EAST A DISTANCE OF 15.14 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 771.00 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-18), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

LEGAL DESCRIPTION - 10.00 WIDE SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8, OF THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' SAID PLAT BEING A REPLAT OF LOT 2 AND TRACT 'D' 'LEADBETTER ADDITION' AND LOT 4 AND A PORTION OF TRACT 'A' OF 'LEADBETTER INDUSTRIAL PARK' AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'PORT OF PORTLAND' SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF TRACT 'E' 'LEADBETTER ADDITION'; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 112.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT RECORDED AS FEE NO. 2000-025483, DATED FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°38'52", A DISTANCE OF 30.00 FEET, TO A POINT THAT BEARS SOUTH 33°47'42" WEST A DISTANCE OF 29.89 FEET FROM THE LAST DESCRIBED POINT, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE DIVIDING LINE BETWEEN LOT 8 AND TRACT 'A' OF SAID PLAT, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 89°49'50" WEST A DISTANCE OF 138.27 FEET; (2) THENCE SOUTH 05°31'30" WEST A DISTANCE OF 489.75 FEET; (3) THENCE SOUTH 17°54'48" EAST A DISTANCE OF 438.72 FEET; (4) THENCE SOUTH 39°49'50" WEST A DISTANCE OF 438.72 FEET; (5) THENCE NORTH 50°31'30" WEST A DISTANCE OF 844.49 FEET; (6) THENCE NORTH 17°21'58" WEST A DISTANCE OF 46.58 FEET; (7) THENCE NORTH 00°24'02" WEST A DISTANCE OF 451.81 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED LOT 7; THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 7 AND 8 OF SAID PLAT NORTH 72°05'11" EAST A DISTANCE OF 10.49 FEET; THENCE LEAVING SAID LINE, PARALLEL WITH AND 10.00 FEET DISTANCE FROM WHEN MEASURED AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE BETWEEN LOT 8 AND TRACT 'A', THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 00°24'02" EAST, A DISTANCE OF 453.27 FEET; (2) THENCE SOUTH 17°21'58" EAST A DISTANCE OF 42.17 FEET; (3) THENCE SOUTH 50°31'30" EAST A DISTANCE OF 844.49 FEET; (4) THENCE NORTH 39°49'50" EAST A DISTANCE OF 438.72 FEET; (5) THENCE NORTH 17°54'48" WEST A DISTANCE OF 438.72 FEET; (6) THENCE NORTH 05°31'30" EAST A DISTANCE OF 489.75 FEET; (7) THENCE NORTH 39°49'50" EAST A DISTANCE OF 113.93 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N. BYBEE LAKE COURT; THENCE ALONG THE AFORESAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°57'24", A DISTANCE OF 27.58 FEET TO A POINT THAT BEARS NORTH 61°17'14" EAST A DISTANCE OF 27.34 FEET FROM THE LAST DESCRIBED POINT SAID POINT BEING THE TRUE POINT OF BEGINNING. CONTAINING 32,198.53 SQUARE FEET OR 0.74 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE PROPOSED PLAT OF 'BYBEE LAKE INDUSTRIAL PARK' (PORT OF PORTLAND DRAWING NUMBER RG 1999-18), AND SAID MAP BY REFERENCE IS MADE A PART HEREOF.

Exhibit A

PORT OF PORTLAND
PORTLAND, OREGON

PROJECT MANAGER

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
DAVID A. FOSTER
1984DESIGNED BY D. FOSTER
DRAWN BY D. FOSTER
CHECKED BY C. VANDERWERF
DATE MAY, 2001

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK
MULTNOMAH COUNTY CORRECTIONS FACILITY
EASEMENTS - LOT 8 - DESCRIPTIONSSUBMITTED BY
DAVID IRVINE
SURVEY MANAGER

TYPE DRAWING NO.

EP RG 2001-10 2/2 SU-2

DISCLAIMER: Due to processing, this document may not accurately represent the original document.

MEETING DATE: October 25, 2001
AGENDA NO: R-5
ESTIMATED START TIME: 10:35 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adoption Financial and Budget Policies

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 25, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Support Services DIVISION: Finance and Budget
CONTACT: Dave Boyer/Dave Warren TELEPHONE #: (503) 988-3903 / 988-3822
BLDG/ROOM #: 503/4th Floor

PERSON(S) MAKING PRESENTATION: Dave Warren, Tony Mounts and John Ball

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Adopting Financial and Budget Policies for Multnomah County, Oregon

10/26/01 Copies to Dave Boyer & John Ball & Cecilia Johnson
Trudy Harris & Dave Warren & Tony Mounts, Harry Norton
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
OCT 8 AM 8:04
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

DIANE LINN, CHAIR
MARIA ROJO DE STEFFEY, DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF SUPPORT SERVICES

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD. 4TH FLOOR
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 988-3312
FAX (503) 988-3292

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director
Dave Warren, Budget Manager

DATE: October 17, 2001

AGENDA DATE: October 25, 2001

SUBJECT: Review and Approve Financial and Budget Policies for Multnomah County

I. Recommendation / Action:

Approve the 2001-2002 County Financial and Budget Policies. (Replaces Financial and Budget Policy Resolution 99-144)

II. Background / Analysis:

Each year the Finance and Budget Policies are updated. The Financial Program Area, Budget & Quality and Finance Divisions, are recommending the attached Finance and Budget Policies be adopted for the 2001-2002 fiscal year.

There are several changes being recommended. They are as follows:

- Reserve section has been modified to recognize that the County used some of the reserve funds to balance the FY 2001/2002 budget. Affirms the current policy of setting a goal to have 5% of General Fund revenues budgeted in unappropriated fund balance.

In addition the reserve section has been expanded to include a General Reserve Fund that is separate from the General Fund. This policy is being added to help maintain our Aa1 Moody's bond rating. The goal is to maintain this fund at approximately 5% of the total budgeted revenues of the General Fund. This reserve fund is to be used for extreme emergencies. Extreme Emergencies is defined as uses for disaster relief, essential services or expenditures that are related to public life and safety issues.

- Added Internal Service Fund Section. This was added based on the Internal Auditors recommendation as a result of the internal service fund audit. Services provided by internal service funds will be defined and put in writing. The internal service funds will charge for services to account for the financing of the goods or services provided to other departments or agencies on a cost-reimbursement basis. The internal service fund charges will include asset replacement charges

(depreciation) to ensure that adequate funds will be available to purchase replacement assets. The internal service fund charges will include charges to maintain a 5% contingency or reserve requirement to ensure that service reimbursements charged to other departments are maintained at a relatively constant level. The internal service charges billed to other departments or agencies will be reviewed annually by budget and finance to ensure they are meeting this policy.

- Policy statement relating to sale of property, capital improvement plan and allocation for facilities maintenance and repair are being reviewed and will be incorporated into these policies once they are reviewed and approved by the Board
- Updated various other sections with current year information. No policy changes.

The following is a brief summary of each policy statement.

TAX REVENUE: The Board recognizes that taxation is necessary to provide public services to the citizens of the county. When considering changes to the County's tax structure, the Board will consider:

1. The ability of taxpayers to pay the taxes.
2. The impact of the taxes imposed by the County on other local governments.
3. The effect of taxes on the economy in the county.
4. Administration and collection costs of the taxes.
5. The ease of understanding the taxes by the taxpayers.

SHORT TERM LOCAL REVENUE POLICY STATEMENT: It is the intent of the Board to use short term revenue sources to fund priority service programs only after all other sources of revenue have been analyzed and have been determined not to be feasible for funding the service.

TRANSPORTATION FINANCING POLICY STATEMENT: It is the policy of the Board to support statewide and regional funding for transportation related needs. However, if statewide and regional funding packages fail the County will work with jurisdictions within the County boundaries to address the transportation funding needs of local governments located in Multnomah County.

FEDERAL/STATE GRANT AND FOUNDATION REVENUE POLICY STATEMENT: When applying for a grant, the Board will consider:

1. The opportunities for leveraging other funds.
2. How much locally generated revenue will be required to supplement the grant/foundation.
3. Whether the grant/foundation source will cover the full cost of the proposed program. It is the intent of the County to recover all overhead costs associated with the grant/foundation.
4. The degree of stability of the funding source.
5. Whether decline or withdrawal of the grant/foundation revenue source creates a budgetary expectation that the County will continue the program.
6. If the grant/foundation funds used for pilot or model programs will result in a more efficient way of doing business.
7. If the grant/foundation is aligned with the County's mission and goals.

INDIRECT COST ALLOCATION POLICY STATEMENT: Generally it is the policy of the Board to recover from dedicated revenue sources the full cost of programs supported by those sources. The full cost includes the appropriate proportionate share of the cost of County overhead functions, both central and departmental, that is attributable to programs funded with dedicated revenues.

RECURRING COSTS AND ONE-TIME-ONLY REVENUE POLICY STATEMENT: It is the policy of the

Board that the County will fund ongoing programs with ongoing revenues. When the County receives unrestricted one-time-only revenue, the Board will consider setting these funds aside for reserves or allocating them to projects or programs that will not require future financial commitments. The Board will use the following criteria when allocating these one-time-only receipts:

1. The level of reserves set aside.
2. The County's capital needs set out in the five year Capital Improvement Plan or Information Systems Development Plan.
3. One-time only spending proposals for projects or pilot programs, particularly investments that may result in long-term efficiencies or savings that do not require additional ongoing costs.
4. Bridge or gap financing of programs that will not require additional ongoing funds.
5. One-time only dollars that encourage innovative ideas or technology.

USER FEES, SALES and INTERGOVERNMENTAL REVENUE POLICY STATEMENT: It is the general policy of the Board that user fees and service charges will be established at a level to recover the costs to provide services.

ENTREPRENEURIAL ACTIVITIES POLICY STATEMENT: The Board wishes to reduce the cost of services to taxpayers as much as possible consistent with fairness, common sense and ethical consideration. The primary purpose of the County engaging in any entrepreneurial activity will be that the dissemination of the product itself serves a public interest (broadly defined) independent of the net revenue obtained and the County will conduct itself in the marketplace accordingly.

RESERVES POLICY STATEMENT: noted above

GENERAL FUND EMERGENCY CONTINGENCY POLICY STATEMENT: It is the policy of the Board to establish an emergency contingency account in the General Fund, as authorized by ORS 294.352, each fiscal year during the budget process. The account will be funded at a level consistent with actual use of transfers from contingency during the prior ten years. To achieve financial stability, the following are guidelines to be used by the Board in considering requests for transfers from the General Fund Contingency Account:

1. Approve no contingency requests for purposes other than "one-time only" allocations.
2. Limit contingency funding to the following:
 - a) Emergency situations which, if left unattended, will jeopardize the health and safety of the community.
 - b) Unanticipated expenditures that are necessary to keep previous public commitment, or fulfill a legislative or contractual mandate, or can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board may, when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses.

COMPENSATION POLICY STATEMENT: When any wage or benefit increase is authorized in an amount exceeding budgeted set-asides for such wage and benefit increases, the alternatives considered for funding such increases shall include:

1. A budget reduction in the affected department or elsewhere in the County; or
2. An additional draw on contingency; or,
3. A combination of the above.

ALLOCATIONS FOR FACILITIES MAINTENANCE AND REPAIR POLICY STATEMENT: Policy

statement under review by the Board.

SALE OF UNRESTRICTED COUNTY PROPERTY POLICY STATEMENT: Policy statement under review by the Board.

CAPITAL IMPROVEMENT FINANCIAL PLAN POLICY: Policy statement under review by the Board.

LONG-TERM LIABILITIES POLICY STATEMENT: It is the goal of the Board to fund 100% of all long term liabilities that are required by the Governmental Accounting Standards Board to be disclosed or accounted for in the County's comprehensive annual financial report.

ACCOUNTING AND AUDITS POLICY STATEMENT: The County's accounting system and financial records are required by State law to be maintained according to Generally Accepted Accounting Principles (GAAP), standards of the Government Finance Officers Association (GFOA) and the principles established by the Governmental Accounting Standards Board (GASB), including all effective pronouncements. (Audit Committee exists that was established by Ordinance)

FUND ACCOUNTING STRUCTURE POLICY STATEMENT: The Finance Director is responsible for preparing and presenting a resolution defining the various County funds to the Board each fiscal year. The County will follow generally accepted accounting principles when creating a fund and determining if the fund is to be a dedicated fund. (Separate Resolution is adopted for Funds included in Budget)

INTERNAL SERVICE FUND POLICY STATEMENT: Multnomah County will establish internal service funds for the following services: (see policy statement above)

1. Risk Management
2. Facilities and Property Management
3. Motor pool and electronics
4. Mail distribution
5. Telephone
6. Data processing.

LIQUIDITY AND ACCOUNTS PAYABLE POLICY STATEMENT: The County will strive to maintain a liquidity ratio of at least \$1 dollar of cash and short-term investments to each \$1 dollar of current liabilities. The County will also strive to maintain year end accounts payable equal to or less than 5% of operating revenues as recorded in the County's Governmental Fund Types.

BANKING, CASH MANAGEMENT AND INVESTMENT POLICY STATEMENT: The Finance Director is authorized to act as "Custodial Officer" of Multnomah County and is responsible for performing the treasury functions of the County under ORS 208, 287, 294 and 295 and the County's Home Rule Charter. In carrying out these duties and functions, the Finance Director is authorized to establish internal Finance Program Area policy that meets generally accepted auditing standards relating to cash management. (County adopts separate investment policy each year as required by ORS)

SHORT-TERM AND LONG-TERM DEBT FINANCING POLICY STATEMENT: All financings are to be issued in accordance with the County's Home Rule Charter and applicable State and Federal Laws.

For a complete understanding of the policies, the attached document should be read.

III. Financial Impact:

No immediate financial impact will result from this action. The existence of the policies, and the County's adherence to them, has a positive effect on bond rating agencies which generally lowers the interest rates paid by the County on bonds. The policies are designed to preserve the County's overall fiscal stability.

IV. Legal Issues:

None

V. Controversial Issues:

There are various controversial issues that are discussed during budget deliberations. Issues discussed this year related to the use of reserve funds, use of one time only funds, the allocation of capital funding and policy related to the asset preservation funding.

VI. Link to Current County Policy:

These policies will continue to define the financial activities of the County for the next year.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting Financial and Budget Policies for Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The Board is the fiscal authority for Multnomah County government.
- b. The Department of Support Services is responsible under MCC 7.001 for the budget and fiscal operations of the County.
- c. The Director of Support Services is responsible for the preparation and management of the budget and for the management of the financial operations of the County.
- d. A financial and budget policy will provide for prudent financial practices.

The Multnomah County Board of Commissioners Resolves:

1. The Financial and Budget Policies set forth in Exhibit A are the policies of Multnomah County.
2. The Director of Support Services is directed to administer these Financial and Budget Policies.
3. The Director of Support Services is directed to review and update these policies as needed but not less than annually.
4. The Director of Support Services is directed to inform the Board on the status of these policies annually.

This Resolution replaces Resolution No. 99-144.

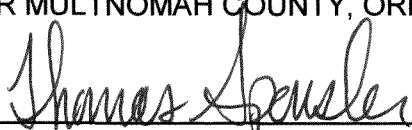
ADOPTED this day 25th of October, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-142

Adopting Financial and Budget Policies for Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The Board is the fiscal authority for Multnomah County government.
- b. The Department of Support Services is responsible under MCC 7.001 for the budget and fiscal operations of the County.
- c. The Director of Support Services is responsible for the preparation and management of the budget and for the management of the financial operations of the County.
- d. A financial and budget policy will provide for prudent financial practices.

The Multnomah County Board of Commissioners Resolves:

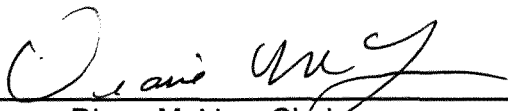
1. The Financial and Budget Policies set forth in Exhibit A are the policies of Multnomah County.
2. The Director of Support Services is directed to administer these Financial and Budget Policies.
3. The Director of Support Services is directed to review and update these policies as needed but not less than annually.
4. The Director of Support Services is directed to inform the Board on the status of these policies annually.

This Resolution replaces Resolution No. 99-144.

ADOPTED this day 25th of October, 2001.



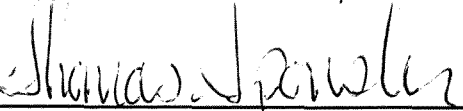
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler, County Attorney

EXHIBIT A



MULTNOMAH COUNTY OREGON

FINANCIAL AND BUDGET POLICY

FISCAL YEAR 2001-2002

Prepared by: Department of Support Services; Finance Program Area

FINANCIAL AND BUDGET POLICY

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FINANCIAL AND BUDGET POLICY

GOALS

The goals of this financial policy are:

1. To preserve capital through prudent budgeting and financial management.
2. To achieve the most productive use of County funds that meets the goals of the Board of County Commissioners.
3. To ensure that all finance-related activities meet generally accepted accounting principles.
4. To achieve a stable balance between the County's ongoing financial commitments and the continuing revenues available to the County.
5. Leverage the maximum amount of local dollars with federal and state funding/grants.
6. To provide an accountable form of Government to the citizens of Multnomah County.

FINANCIAL AND BUDGET POLICY

TAX REVENUES

BACKGROUND:

During the past decade Multnomah County has faced major decisions about the level and kind of taxation it should or could impose.

The 1990 passage of Measure 5 presented all local governments with a different kind of taxation problem: an increase in property tax levies by any government had the potential of reducing the property tax receipts of all other local governments-better known as compression.

To avoid this possibility, Multnomah County and the cities of Portland, Troutdale, Fairview and Wood Village agreed not to propose levies that would change their relative 1992-93 shares of the \$10 constitutional cap.

In 1991, following passage of the Measure 5, the Board considered, but did not pass, a Business Income Tax rate to offset some of the lost property tax revenue.

In response to a proposal of the Library Board (which had been tasked with recommending a long-term dedicated revenue source to replace property tax support of the Library system) the Board passed a utility excise tax in 1992, then rescinded the tax in 1993 before it took effect.

In November 1996, the voters of the State of Oregon approved a constitutional amendment, Ballot Measure 47, further limiting property taxes. In May 1997, the voters approved Ballot Measure 50 and repealed Measure 47. For Fiscal Year 1998, Measure 50 reduced the amount of property taxes imposed statewide by 17% from authorized levels (except taxes to pay exempt bonded indebtedness or Local Option levies approved by voters). Measure 50 limited the growth in taxable property value to 3% per year, with the exception on new construction. It also required that general obligation bonds and local option taxes must be approved by a majority of the voters at general election in even numbered years or at any other election in which not less than 50% of eligible registered voters cast a ballot-the double majority.

In November 1997, Multnomah County voters approved a five year Library Local Option Levy. The levy costs property owners 59 cents per thousand of assessed value per year.

In March 1998, Multnomah County voters imposed a temporary 0.5% Business Income Tax surcharge for tax year 1998 – one year only. The revenue generated from this surcharge was dedicated to supplement the various school districts within Multnomah County. It is expected that this temporary increase generated approximately \$10.4 million.

In 1999 the County was approached with a proposal to increase the rates of both the Transient Lodging Tax and Motor vehicle Rental Tax and dedicate the proceeds to Metro and City of Portland for funding an expanded Convention Center, renovating Civic Stadium and renovating Portland Center for Performing Arts. The Board approved these increases in February 2000.

All of these tax decisions were made in an atmosphere of intense public and internal debate. Those debates consistently referred to these common factors: the progressivity of the tax, its administrative costs, its impact on the economy of the region, its effect on other local governments, and the degree to which the tax might be acceptable to the public.

FINANCIAL AND BUDGET POLICY

TAX REVENUE POLICY STATEMENT:

The Board recognizes that taxation is necessary to provide public services to the citizens of the county. When considering changes to the County's tax structure, the Board will consider the following:

1. The ability of taxpayers to pay the taxes.
2. The impact of the taxes imposed by the County on other local governments.
3. The effect of taxes on the economy in the county.
4. Administration and collection costs of the taxes.
5. The ease of understanding the taxes by the taxpayers.

STATUS:

The County has several sources of tax revenue. These sources include property taxes, which are paid based on an established assessed value of real, personal and utility property. Except for general obligation bond levies and local option taxes, County property taxes increase with the growth in assessed value. That assessed value growth is limited to 3% per year plus changes as a result of annexation, rezoning, and new construction. The County collects property taxes in three ways.

- a "permanent tax rate," the reduced combination of the County's "tax base" and two serial levies in effect when Measure 50 was approved.
- property taxes for the retirement of voter approved general obligation bonds.
- a local option levy for Library services.

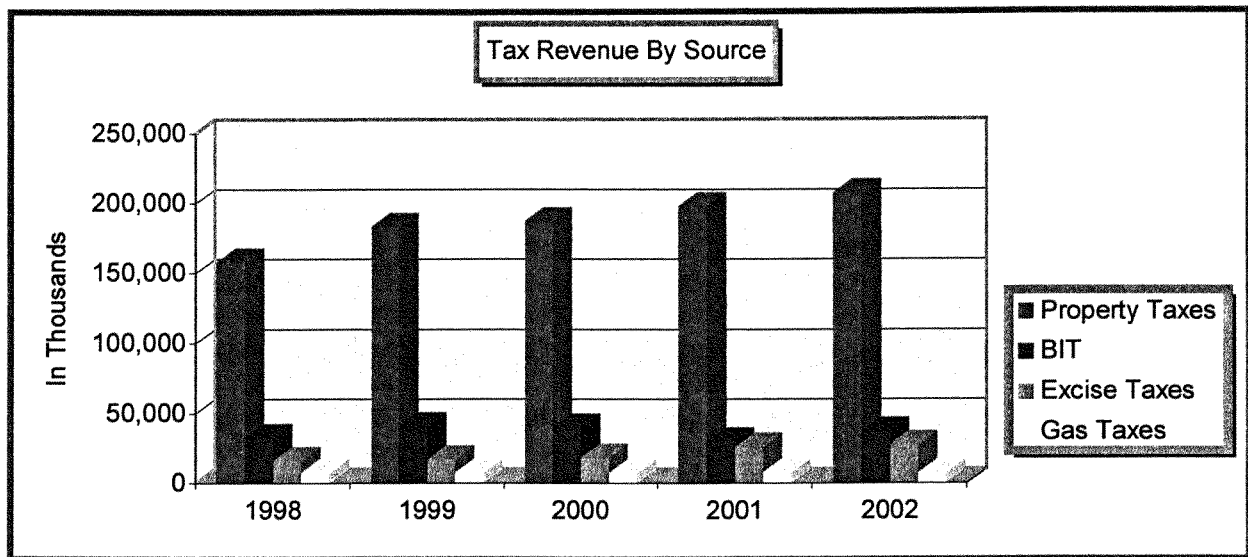
Business entities doing business in Multnomah County pay business income taxes (BIT) based on their net income.

The County has two excise taxes, a Motor Vehicle Rental Tax and a Transient Lodging Tax. Motor vehicle rental taxes are assessed on the gross income generated from short-term vehicle rentals. Transient lodging taxes are imposed on room rental rates at hotels/motels. The Transient Lodging Taxes collected are (with minor exceptions) passed through to Metro for Convention Center operations, funding of the operations of the Performing Arts Center and Regional Art and Culture Council, funding bonds issued by the City of Portland to expand the Oregon Convention Center, renovate Civic Stadium and renovate the Performing Arts Center and to provide monies for a Visitors Development Fund. A portion of the Motor Vehicle Rental Taxes also support these programs.

The County also imposes a gasoline tax that is dedicated to roads.

The County's tax revenues represent about 45% of the total Governmental Fund Type revenues (General and Special Revenue Funds). The following graph depicts the actual tax revenue by source since FY 1998. (FYs 2001 & 2002 are budget figures).

FINANCIAL AND BUDGET POLICY



FINANCIAL AND BUDGET POLICY

SHORT TERM LOCAL REVENUES

BACKGROUND:

Short-term revenues are sources of limited duration. The main source of these revenues has been serial levies for jail and library services and since the passage of Measure 50, a five-year local option levy for Library services. Continued use of short-term revenues for ongoing programs places these programs or other programs at risk if the voters fail to approve subsequent limited term levies.

In Fiscal Year 1998, the dollar amounts of existing library and public safety serial levies were combined with the County's general fund tax base amount to establish the permanent property tax rate per \$1,000 of assessed value. The expired serial levies, which were merged with the tax base into a permanent tax rate, are no longer dedicated revenues.

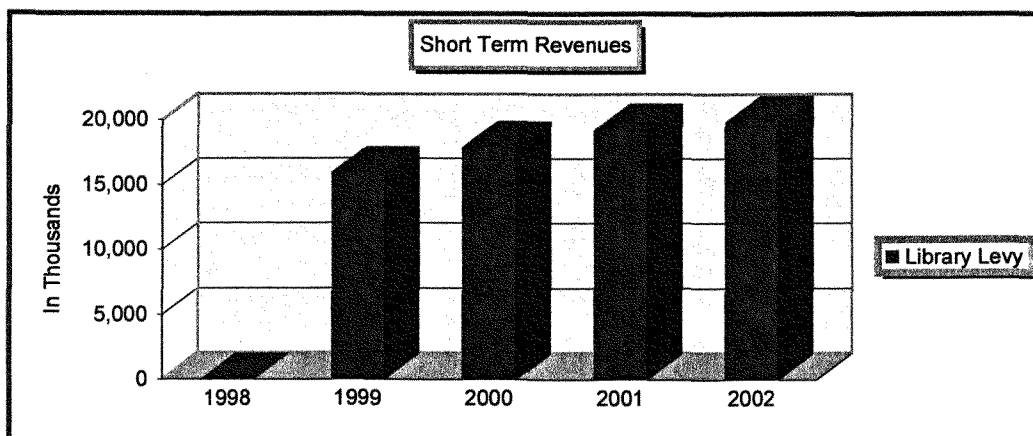
Measure 50 requires that any property tax measure needs both a majority vote and a 50% voter turnout unless it is voted on at a general election. Because of this requirement, it will be more difficult to obtain voter approval for short-term property tax revenues. Perhaps more important, the Constitution makes no provision for a government to change its permanent tax rate.

SHORT TERM LOCAL REVENUE POLICY STATEMENT:

It is the intent of the Board to use short term revenue sources to fund priority service programs only after all other sources of revenue have been analyzed and have been determined not to be feasible for funding the service.

STATUS:

On November 4, 1997, the voters approved a five year local option levy for library services. This levy costs property owners 59 cents per thousand of assessed value per year. The following graph reflects the use of actual short term revenues since FY 1998 (FYs 2001 and 2002 reflect budgeted figures).



FINANCIAL AND BUDGET POLICY

TRANSPORTATION FINANCING

BACKGROUND:

Transportation infrastructure, roads and bridges, has not been funded adequately for either ongoing maintenance or capital improvements. In the Portland metropolitan area, growth is placing additional demands on the transportation system. Ongoing maintenance and improvements to this system are needed to continue economic growth, to alleviate existing transportation problems and to maintain the livability of the region.

Multnomah County's Capital Improvement Plan (CIP) has identified \$14.4 million in transportation projects for the road system in Fiscal Year 2002 and anticipated revenues of only \$6.2 million over the same period. Cities in Multnomah County are experiencing similar shortfalls in meeting the demand on their local systems.

Multnomah County also maintains and operates the Willamette River Bridges. These bridges are a critical link in a highly integrated transportation system. Regional growth makes it increasingly essential to keep all bridges in good working order with a minimum of downtime. The CIP identified a need for construction and maintenance on the Willamette River Bridges that will cost \$46.7 million and an estimated \$42.9 million of revenues available to address the costs. Most of the current capital projects are financed with federal funds. The Fiscal Year 2002 budget includes approximately \$3 million of County funding to match \$19.3 million in federal funding. The County expects a shortfall of \$4.1 to \$4.5 million in matching funds over the next couple of years.

TRANSPORTATION FINANCING POLICY STATEMENT:

It is the policy of the Board to support statewide and regional funding for transportation related needs. However, if statewide and regional funding packages fail the County will work with jurisdictions within the County boundaries to address the transportation funding needs of local governments located in Multnomah County.

STATUS:

The 2001 Legislature passed House Bill (HB) 2142 to raise car title fees from \$17 to \$30 and truck title fees from \$30 to \$90. This increase would raise about \$39.5 million per biennium. The legislature also passed HB 2139 to increase DMV fees. The total increases would amount to about \$81 million. The State would be required to issue \$400 million in transportation bonds. Revenues generated in excess of the amount needed to repay the bonds would be allocated, 50% to the State, 30% to Counties and 20% to cities.

FINANCIAL AND BUDGET POLICY

FEDERAL/STATE GRANT AND FOUNDATION REVENUES

BACKGROUND:

Federal and State grant funds have increased significantly over the last ten years. Most of these revenues are restricted to a specific purpose such as mental health or community correction programs. Grants and Foundation funds are used for an array of County services and may offer an opportunity to assist the County in leveraging other funds. This policy statement is not intended to apply to Federal and State shared revenues, entitlements or fees for services.

FEDERAL/STATE GRANT AND FOUNDATION REVENUE POLICY STATEMENT:

The Board understands that grants from other governments and private sources represent both opportunities and risks. Grants allow the County to provide basic or enhanced levels of service and to cover gaps in the array of services the County otherwise offers. Grants may also commit the County to serve larger or different groups of clients and put pressure on County-generated revenues if the dedicated revenue source is withdrawn. When applying for a grant, the Board will consider:

1. The opportunities for leveraging other funds for continuing the grant/foundation related program.
2. How much locally generated revenue will be required to supplement the grant/foundation revenue source.
3. Whether the grant/foundation source will cover the full cost of the proposed program, or whether the County is expected to provide support and overhead functions to the program. It is the intent of the County to recover all overhead costs associated with the grant/foundation.
4. The degree of stability of the funding source.
5. Whether decline or withdrawal of the grant/foundation revenue source creates a budgetary expectation that the County will continue the program.
6. If the grant/foundation funds used for pilot or model programs will result in a more efficient way of doing business.
7. If the grant/foundation is aligned with the County's mission and goals.

STATUS:

The fiscal Year 2002 Federal State Budget has grant revenue sources of about \$256,255,000. The County General Fund matches these programs with another \$63,607,000 and service charges and other revenues account for about \$10,070,000.

FINANCIAL AND BUDGET POLICY

INDIRECT COST ALLOCATION

BACKGROUND:

The Federal and State Governments recognize that the cost of providing services includes the overhead cost of support services. Generally, federal and state grantors allow programs to recover overhead charges based on an indirect cost allocation plan. The County prepares an indirect cost allocation plan in accordance with federal guidelines. This plan determines the indirect cost rate charged to all operations funded with dedicated revenues. The central services in the Cost Allocation Plan include, but are not limited to: the County Auditor, County Counsel, Employee Services, Equipment Use, Finance, Insurance, Labor Relations, Budget and Quality, Purchasing, Radio, and Records. Overhead rates vary depending on the use of support service functions and departmental administrative costs that are not charged directly to the program. A flow-through rate is also charged against funds that are received by the County and passed through to other entities at the discretion of the funding provider. In Fiscal Year 2001, the Health Department began allocating departmental overhead costs directly to all programs. Therefore the Health Department rate is for central services only.

INDIRECT COST ALLOCATION POLICY STATEMENT:

Generally it is the policy of the Board to recover from dedicated revenue sources the full cost of programs supported by those sources. The full cost includes the appropriate proportionate share of the cost of County overhead functions, both central and departmental, that is attributable to programs funded with dedicated revenues.

The exception to the above policy is when the grantor agency does not allow the grantee to charge indirect costs or only allows a set indirect cost rate. The Board will have the final authority to accept a grant that does not allow the recovery of all or part of the indirect charge. In that event, the General Fund will pay the indirect cost allocated to the program.

The Finance Program Area is responsible for preparing an Indirect Cost Allocation Plan that meets the requirements of the Office of Management and Budget (Federal Government Agency) Circular A-87. Central service and departmental administrative support provided to non- General Fund programs, activities, and or functions that are not recovered by internal service charges or billed directly to dedicated revenues will be recovered through an indirect cost based on the approved Indirect Cost Allocation Plan. The plan will be updated annually.

STATUS:

The County is in compliance with this policy. The overhead rates for Fiscal Year 2002 are as follows:

Department/Office	% Rate
Community and Family Services	15.88%
Aging Services	3.53%
Juvenile & Adult Community Justice Services	5.08%
Health Services	1.74%
District Attorney	5.49%
Sheriff's Office	8.91%
Environmental Services	4.07%
Other County	2.40%
Library Services	4.26%
Flow Through Funds	.70%

FINANCIAL AND BUDGET POLICY

RECURRING COSTS AND ONE-TIME-ONLY REVENUES

BACKGROUND:

Unrestricted one-time-only revenues present organizations with temptations that are hard to resist. In the short run it appears more beneficial to allocate such resources to the highest priority public service that would otherwise be unfunded than to restrict their spending to cover costs that will not recur in following years. However, the result of this practice is to expand operational levels and public expectations beyond the capacity of the organization to generate continuing funding. This inevitably produces shortfalls and crisis.

Sustaining an ongoing program level by deferring necessary expenditures or by incurring future obligations also inevitably produces shortfalls and crisis.

RECURRING COSTS AND ONE-TIME-ONLY REVENUE POLICY STATEMENT:

It is the policy of the Board that the County will fund ongoing programs with ongoing revenues.

When the County receives unrestricted one-time-only revenue, the Board will consider setting these funds aside for reserves or allocating them to projects or programs that will not require future financial commitments. The Board will use the following criteria when allocating these one-time-only receipts:

1. The level of reserves set aside as established by this policy.
2. The County's capital needs set out in the five year Capital Improvement Plan or Information Systems Development Plan.
3. One-time only spending proposals for projects or pilot programs, particularly investments that may result in long-term efficiencies or savings that do not require additional ongoing costs.
4. Bridge or gap financing of programs that will not require additional ongoing funds.
5. One-time only dollars that encourage innovative ideas or technology.

STATUS:

During budget deliberations the Budget and Quality Manager is responsible for providing a list of sources and uses of one-time only funds and informing the Chair and the Board on the recommended use of the funds received. During the Fiscal Year 2002 budget hearings, the Capital Improvement Financial Plan Committee recommended to the Board on the use of one-time only funds. The Board authorized the use of one-time only funds to be used for migration off the mainframe computer and to use a portion of the funds to pay down debt, which freed up General Fund revenues to be placed in reserve as a hedge against revenue assumptions.

FINANCIAL AND BUDGET POLICY

USER FEES, SALES and INTERGOVERNMENTAL REVENUES

BACKGROUND:

User fees are generally intended to cover all the costs or an agreed upon portion of the costs for providing services. Inflation or increased service delivery can erode the established user fees if the cost of service increases faster than revenue from the fee increases.

USER FEES, SALES and INTERGOVERNMENTAL REVENUE POLICY STATEMENT:

It is the general policy of the Board that user fees and service charges will be established at a level to recover the costs to provide services. Exceptions to this policy will be made depending on the benefit to the user of the service, ability of the user to pay for the service, benefit to County citizens, and the type of service provided.

As part of budget deliberations and during negotiations of Intergovernmental Agreements, Departments will be responsible for informing the Chair of a fully loaded cost analysis presenting the fee structure necessary to recover 100% of the cost of providing the service. Departments will also recommend whether fees or charges in each area should be set to recover 100% of the costs or be set at a lower rate such as sliding scale fees. The recommendation to the Chair will consider the benefits to an individual or agency, benefits to the citizens of the County, and the financial capacity of the users to pay for the service. The Budget and Quality Division is responsible for ensuring that departments are including all the costs associated with providing the service.

User fees and service charges collected by County agencies will be periodically reviewed. All fees and service charges will be reviewed each four years with approximately 25% of the fees and charges reviewed each fiscal year. Based on this review, the Chair will make recommendations to the Board regarding proposed changes, additions or deletions to current fee or service charge schedules.

Revenues generated from sales and commissions on sales of goods and services sold in County owned or leased facilities are to be credited to the County's General Fund unless the revenues are:

1. Generated for inmate welfare commissary operations.
2. Generated in Library facilities used for Library operations.
3. The Board grants an exception.

STATUS:

Departments are generally responsible for reviewing the fees and charges associated with their operations on an annual basis. Budget and Quality requires departments to complete information on those revenues during preparation of the annual budget. There are four County departments which generate the majority of fee revenue – Sustainable and Community Development, Health, Sheriff's Office and Community Justice. A complete review of the fees charged for services provided by the Health Department was conducted during Fiscal Year 1999. Planning fees were reviewed and increased during Fiscal Year 2000.

FINANCIAL AND BUDGET POLICY

ENTREPRENEURIAL ACTIVITIES

BACKGROUND:

As a consequence of carrying out duties or mandated functions, County programs and employees develop or acquire specialized skills, assemble information, and create educational and/or operational systems. Business, other governments or clients, who are not the primary focus of the County operation, may find these products or services economically valuable and are willing to pay for the specialized skills or products that relate to their business. In addition, County owned land or buildings may be strategically located or suitable for certain entrepreneurial activities.

Multnomah County will actively seek opportunities to sell a product or a service. When an opportunity does occur, County managers and policy makers face a complex decision about whether the activity will produce revenue; whether the revenue would benefit taxpayers who indirectly supported the development of the product or service; how the County should conduct itself in the marketplace consistent with the purposes for which the product or services was developed; and the use of the net revenue.

ENTREPRENEURIAL ACTIVITIES POLICY STATEMENT:

The Board wishes to reduce the cost of services to taxpayers as much as possible consistent with fairness, common sense and ethical consideration.

The primary purpose of the County engaging in any entrepreneurial activity will be that the dissemination of the product itself serves a public interest (broadly defined) independent of the net revenue obtained and the County will conduct itself in the marketplace accordingly. The Board recognizes that the decision to engage in entrepreneurial activities requires consideration of economic and public policy factors. In deciding whether to market County services and/or products the Board will consider the following:

1. Any legal restrictions that would prevent the action.
2. The ability of a County program to provide the service or product without allowing the marketing to interfere with its primary purpose.
3. Whether the product or service is superior, unique or benefits the taxpayers in the market, which may include location considerations.
4. The appropriateness of the product as it relates to a public agency.
5. The impact of marketing the particular service on the private sector providers of the same or related services. In general, the County should not compete with its taxpayers except where clearly justified under criterion 3 above.
6. The potential return compared to development or marketing cost associated with the proposed action.
7. Whether the County will subsidize its costs for providing the product or service.
8. In general, net revenues from entrepreneurial activity will be used to support or enhance the services linked to or used in the development of the product. The Board may make exceptions from time to time and use the revenues to fund other County priority services.

STATUS:

The County continues to explore entrepreneurial opportunities.

FINANCIAL AND BUDGET POLICY

RESERVES

BACKGROUND:

Annually using all available ongoing revenue to pay for ongoing programs can result in fluctuations in program levels as revenues vary from one year to the next. Programs added in one year based on positive short term receipts can cause programs of equivalent cost being cut in the next year if economic factors cause those revenues not to grow as fast as costs. This has a detrimental effect on service delivery over time. It reduces efficiency. It also sets up difficult budget problems that could be avoided if program decisions were made in the context of the County's long-term financial capacity rather than on the basis of revenue available from one year to the next.

Maintaining an appropriate reserve assists the County in maintaining its favorable bond rating, which is currently Aa1 from Moody's Investors Service. Moody's generally established benchmark for the General Fund Balance or reserve is a dollar amount equal to at least 1010% of actual General Fund revenues.

RESERVES POLICY STATEMENT:

The Board understands that to avoid financial instability, continuing requirements should be insulated from temporary fluctuations in revenues.

It is the goal of the Board to fund and fund and maintain two General Fund Reserves designated as unappropriated fund balance, funded at approximately 5% each of the total budgeted revenues of the General Fund. The Public Safety Fund is primarily supported by the General Fund and for purposes of calculating these reserves, revenues and actual ending fund balances reported in the Public Safety Fund will be included.

The first 5% is a reserve account in the General Fund, designated as unappropriated fund balance. This reserve account is to be used when basic revenue growth falls below the rate of basic revenue change achieved during the prior ten years.* In years when basic revenue growth falls below long term average growth, the Board will reduce the unappropriated fund balance to continue high priority services that could not otherwise be funded by current revenues. If the reserve account is so used, to maintain fiscal integrity, the Board will seek to restore the account as soon as possible.

The second 5% is a reserve maintained separate from the General Fund in the General Reserve Fund. This reserve fund is to be used for non-reoccurring extreme emergencies. Extreme Emergencies is defined as uses for disaster relief, expenditures related to essential services or expenditures that are related to public life and safety issues. If the reserve account is so used, to maintain fiscal integrity, the Board will seek to restore the account as soon as possible.

STATUS:

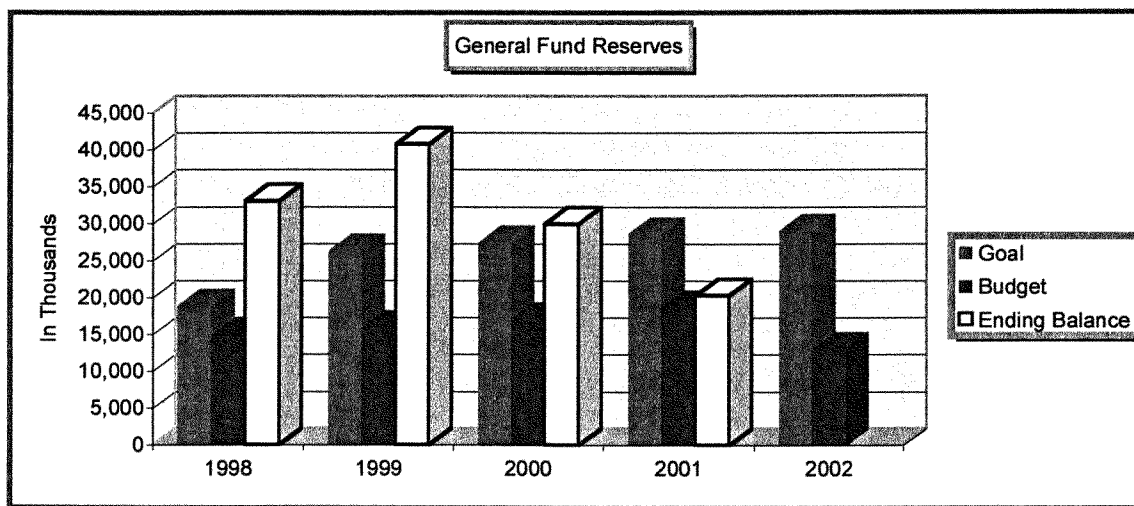
In Fiscal Year 2002 the basic revenue growth fell below the long term average growth. To

* "Basic revenue" is defined as the sum of General Fund property tax, business income tax, motor vehicle rental tax, cigarette tax, liquor tax and interest income. "Growth" is defined as total increase in fiscal year compared to the amount in the prior fiscal year, adjusted for changes in collection method, accrual method, or legislation defining the rate or terms under which the revenue is to be collected.

FINANCIAL AND BUDGET POLICY

continue funding priority services, the Board used \$5.7million of the reserve account. In Fiscal Year 2002 the Board will establish the General Reserve Fund and fund it with approximately \$8.5 million from General Funded vacation liabilities that are not required to be recorded in the governmental funds of Multnomah County (see discussion in Long-Term Liabilities section).

The following graph shows the reserve goal, budget and actual reserve since FY 1998. The budgeted reserves do not include funds budgeted in contingency. (Graph includes vacation account prior to the establishment of the General Reserve Fund) Actual for 2002 not available.



FINANCIAL AND BUDGET POLICY

GENERAL FUND EMERGENCY CONTINGENCY

BACKGROUND:

General Fund contingency transfers have a significant effect on the annual budget process by reducing the amount of ending working capital that is carried over to the subsequent fiscal year. Contingency transfers should be reviewed in the context of other budget decisions so that higher priority projects are not jeopardized.

GENERAL FUND EMERGENCY CONTINGENCY POLICY STATEMENT:

The Board understands that in order to avoid financial instability, continuing requirements cannot increase faster than continuing revenues.

It is the policy of the Board to establish an emergency contingency account in the General Fund, as authorized by ORS 294.352, each fiscal year during the budget process. The account will be funded at a level consistent with actual use of transfers from contingency during the prior ten years.

To achieve financial stability, the following are guidelines to be used by the Board in considering requests for transfers from the General Fund Contingency Account:

1. Approve no contingency requests for purposes other than "one-time only" allocations.
2. Limit contingency funding to the following:
 - a) Emergency situations which, if left unattended, will jeopardize the health and safety of the community.
 - b) Unanticipated expenditures that are necessary to keep previous public commitment, or fulfill a legislative or contractual mandate, or can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board may, when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses. Contingency funding of such programs complies with this policy.

STATUS:

The Budget and Quality Manager is responsible for informing the Board if contingency requests submitted for Board approval meet the criteria of this policy. In addition, each year the Board will receive a report on the prior year contingency actions. This report will include the total dollar amount of contingency requests, dollar amount approved and dollar amount that did not meet the criteria of this policy.

FINANCIAL AND BUDGET POLICY

COMPENSATION

BACKGROUND:

Wage and benefit increases are negotiated between collective bargaining units and the County. In addition the Board authorizes wage and benefit increases to exempt employees by ordinance.

COMPENSATION POLICY STATEMENT:

When any wage or benefit increase is authorized in an amount exceeding budgeted setasides for such wage and benefit increases, the alternatives considered for funding such increases shall include:

1. A budget reduction in the affected department or elsewhere in the County; or
2. An additional draw on contingency; or,
3. A combination of the above.

All tentative approved labor agreements or proposed exempt compensation packages presented to the Board for final approval shall contain, in writing, the following specific costing:

1. Estimates in percentage increases of the wage benefit and package as a whole for all years of the agreement or ordinance, as well as the absolute dollar amount of such increases; and
2. A specific narrative remark, if possible, of any future fiscal impacts of the contract or ordinance and financial impact on any language changes in the contract or ordinance. Such remarks shall address any estimated effects on the unfunded liability of the pension fund, any other fund or any other funded or unfunded liability.

STATUS:

This policy has been complied with throughout the prior fiscal year.

FINANCIAL AND BUDGET POLICY

ALLOCATIONS FOR FACILITIES MAINTENANCE AND REPAIR

BACKGROUND:

Multnomah County owns in excess of 50 buildings at a historical cost of about \$280 million. In Fiscal Year 2002 the County will spend approximately \$7 million on major maintenance and improvements to those buildings. The \$7 million excludes specific facilities that are being funded by bonds and State certificates of participation funds. In Fiscal Year 2000 the County also sold bonds in the amount of \$15 million reduced our deferred maintenance backlog.

The structural maintenance of the County's capital plant is largely a non-discretionary activity. That is, the question is not whether such expenditures are necessary but in what year to schedule the expenditure on particular projects. Deferral of spending on capital projects builds an unfunded liability that there is no way to avoid sooner or later.

ALLOCATIONS FOR FACILITIES MAINTENANCE AND REPAIR POLICY STATEMENT:

Policy statement under review by the Board.

STATUS:

FINANCIAL AND BUDGET POLICY

SALE OF UNRESTRICTED COUNTY PROPERTY

BACKGROUND:

On April 19, 1990, the Board adopted Resolution 90-57 creating the Capital Improvement Fund and Natural Areas Acquisition Fund. These funds were created to restrict the use of proceeds received from the sale of unrestricted County property for future capital requirements and the acquisition, protection and management of natural areas. On October 7, 1993, the Board adopted Resolution 93-338 amending Resolution 90-57 to clarify that the funds deposited in the Natural Areas Acquisition Fund were to be 50% of the proceeds from the sale of undeveloped unrestricted property only.

Over the last several years the County has been presented with several opportunities to improve efficiencies by acquiring equipment and/or by redirecting building rental payments to pay for the acquisition of a facility. The Capital Improvement Fund paid for these investments initially and the annual savings or the redirected expenditure was repaid to the Capital Improvement Fund. In response to this the Board adopted Resolution 96-138 repealing Resolutions 90-57 and 93-338 and directing the proceeds from the sale of unrestricted County property to the Capital Improvement Fund and Capital Acquisitions Fund. In April 2000 the Board adopted Resolution 00-048 amending this policy as follows.

SALE OF UNRESTRICTED COUNTY PROPERTY POLICY STATEMENT:

Policy statement under review by the Board.

STATUS:

FINANCIAL AND BUDGET POLICY

CAPITAL IMPROVEMENT FINANCIAL PLAN

BACKGROUND:

Multnomah County's Capital Improvement Program was last updated in 1995 and projects reviewed in 1998. In 1998 the Strategic Space Plan contemplated innovative development offerings and public partnerships for mixed-use facilities and the County has taken steps toward the realization of such innovations. Multnomah County's capital improvement project list and space utilization has significantly changed since it was last updated and the Board of County Commissioners wishes to review these lists on an annual basis. The Board of County Commissioners may authorize the sale, long-term lease, or development of property and/or improvements and may authorize full faith and credit financing obligations. It is financially prudent to adequately plan for capital projects and the unfunded needs for capital improvements so that decisions about the use of revenues and financing may be made in an orderly manner. In April 2000 the Board adopted Resolution 00-048 amending this policy.

CAPITAL IMPROVEMENT FINANCIAL PLAN POLICY:

Policy statement under review by the Board.

STATUS:

FINANCIAL AND BUDGET POLICY

LONG-TERM LIABILITIES

BACKGROUND:

The Financial Accounting Standards Board has issued various statements which require private sector organizations to record long-term liabilities in their financial records. The Governmental Accounting Standards Board has been moving towards private sector accounting standards and is requiring governmental organizations to either record long-term liabilities in the financial records of the organization or disclose the liabilities in the notes to the financial statements. To avoid having the Board or future Boards face huge unfunded liabilities, beginning in the mid 1980's, the County began funding many of its unfunded liabilities. By funding these liabilities over time the County will not be faced with liabilities without the resources to fund them. The practice of funding long-term liabilities has a favorable impact on our bond rating. The following is quoted from our most recent credit report: "The County's historically strong financial management is underscored by its response to revenue limitations imposed by Measure 5 beginning in Fiscal Year 1992. In addition to making dramatic program cuts and organizational changes, the County nevertheless continued its policy on funding long-term liabilities. The County's high credit rating is supported by the strong economy, sound financial management, high level of cooperation with underlying jurisdictions and moderate debt position."

LONG-TERM LIABILITIES POLICY STATEMENT:

It is the goal of the Board to fund 100% of all long term liabilities that are required by the Governmental Accounting Standards Board (GASB) to be disclosed or accounted for in the County's comprehensive annual financial report. GASB 34 states that vacation liabilities do not need to be reported in the governmental fund types until they are paid. Vacation liabilities in the proprietary funds will be recognized on the full accrual basis of accounting. These liabilities include, but are not limited to; medical & dental incurred but not reported (IBNR) claims, workers compensation IBNR claims, liability IBNR claims, post retirement benefits, and Library Retirement Plan benefits. The Finance Director is responsible for ensuring that these liabilities are funded according to the actual liability or the actuarially determined liability.

STATUS:

The following is the June 30, 2001 funding level of each liability (\$ in thousands):

Type of Liability	Total Liability	Amount Funded	Percent Funded
Self Insurance (1)	\$ 8,712	\$ 8,712	100.00%
Post Retirement (2)	10,788	9,423	87.35%
Library Retirement (3)	6,504	5,901	90.73%
Total	<u>\$ 39,167</u>	<u>\$ 35,092</u>	<u>89.60%</u>

(1) GASB requires self-insurance claims be recorded as a liability in the financial statements.

(2) GASB requires employer paid benefits extended to retirees be disclosed in the financial statements.

(3) The Library Retirement Funds are required to be disclosed. Funds are dedicated to former employees of the Library Association of Portland.

FINANCIAL AND BUDGET POLICY

ACCOUNTING AND AUDITS

BACKGROUND:

Under ORS 294 the County is required to have the County's financial records audited by an independent accounting firm annually.

ACCOUNTING AND AUDITS POLICY STATEMENT:

The Board understands that the County's accounting system and financial records are required by State law to be maintained according to Generally Accepted Accounting Principles (GAAP), standards of the Government Finance Officers Association (GFOA) and the principles established by the Governmental Accounting Standards Board (GASB), including all effective pronouncements.

Multnomah County's Ordinance No. 660 as amended, which established an Audit Committee, audit procedures and audit rules, will apply to all financial audits. The basic duties of the Audit Committee are:

1. Review the scope and general extent of the external auditor's planned examination.
2. Review with management and the external auditor the financial results of the audit.
3. Review with the external auditor the performance of the County's financial and accounting personnel.
4. Review written responses of management letter comments and single audit comments.
5. Present the Audit, Single Audit and Report to Management to the Board.
6. Select the external auditor.

The Comprehensive Annual Financial Report (CAFR) shall be sent to grantor agencies and rating agencies on a regular basis and at such other times as may be deemed appropriate in order to maintain effective relations.

It is the goal of the Board to maintain a fully integrated automated financial system that meets the needs of the County. This financial system is to include; general ledger, accounts payable, accounts receivable, purchasing, payroll and cost accounting for all applicable operations. The financial system will be maintained on a monthly basis to monitor expenditures and revenues, budget and actual.

STATUS:

In compliance.

FINANCIAL AND BUDGET POLICY

FUND ACCOUNTING STRUCTURE

BACKGROUND:

According to local budget law and generally accepted accounting principles the County is required to establish and maintain various funds. To ensure that the Board is informed of the various funds Finance has historically presented to the Board the County's fund structure each year.

FUND ACCOUNTING STRUCTURE POLICY STATEMENT:

The Finance Director is responsible for preparing and presenting a resolution defining the various County funds to the Board each fiscal year.

The County will follow generally accepted accounting principles number three and number four when creating a fund and determining if the fund is to be a dedicated fund.

PRINCIPLE 3 TYPES OF FUNDS: The following types of funds should be used by state and local governments:

GOVERNMENTAL FUNDS

General Fund - to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds - to account for the proceeds of specific revenue sources (other than expendable trusts or for major capital projects) that are legally restricted to expenditure for specified purposes.

Capital Projects Funds - to account for financial resources to be used for the acquisition or construction of major facilities (other than those financed by proprietary funds and trust funds).

Debt Service Funds - to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

PROPRIETARY FUNDS

Enterprise Funds - to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, or accountability.

Internal Service Funds - to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost-reimbursement basis.

FINANCIAL AND BUDGET POLICY

FIDUCIARY FUNDS

Trust and Agency Funds - to account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, governmental units, and/or other funds. These include (a) Expendable Trust Funds, (b) Nonexpendable Trust Funds, (c) Pension Trust Funds, and (d) Agency Funds.

PRINCIPLE 4 NUMBER OF FUNDS: Governmental units should establish and maintain those funds required by law and sound financial administration. Only the minimum number of funds consistent with legal and operating requirements should be established, however, since unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration.

STATUS:

In compliance.

FINANCIAL AND BUDGET POLICY

INTERNAL SERVICE FUNDS

BACKGROUND:

It is often advantageous to centralize the provision of certain goods and services within Multnomah County by establishing internal service funds. Internal service funds provide a useful means of accounting for such centralized intra governmental activities.

The Governmental Accounting Standards Board's (GASB) Codification of Governmental Accounting and Financial Reporting Standards (Codification) states that internal service funds may be used "to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit on a cost-reimbursement basis. The purpose of the internal service funds is that they use the flow of economic resources measurement focus and the full accrual basis of accounting, thus allowing them to measure and recover the full cost of providing goods and services to departments and agencies (including depreciation on fixed assets). Other governmental funds do not provide cost data, but instead focus on flows of financial resources.

GASB also directs governments to use either the general fund or an internal service fund if they wish to use a single fund to account for all of their risk financing activities of a given type.

If a government chooses to use an internal service fund to account for its risk-financing activities, interfund premiums are treated as quasi-external transactions (similar to external insurance premiums), rather than as reimbursements. Because interfund premiums paid to internal service funds are treated as quasi-external transactions rather than as reimbursements, their amount is not limited by the amount recognized as expense in the internal service fund, provided that the excess represents a reasonable provision for anticipated catastrophe losses or the excess is the result of a systematic funding method designed to match revenues and expenses over a reasonable period of time (e. g., an actuarial funding method, a funding method based upon historical cost data).

GASB indicates that internal service funds may be used for services provided on a cost-reimbursement basis to other governments, nonprofits and quasi-governmental entities.

Most transactions between internal service funds and other funds take the form of quasi-external transactions. That is to say, the funds receiving goods or services report an expense or expenditure, while the internal service fund reports revenue. The practical consequence of this approach is that expenses/expenditures are duplicated within the financial reporting entity.

The duplication resulting from the use of internal service funds is preferable to the duplication that sometimes occurs when internal service funds are not used. Under current Generally Accepted Accounting Principles, GAAP, quasi external transactions may occur between departments within the same fund:' (e.g., general fund) or between funds within the same fund type (e.g." special revenue funds). Consequently, if an internal service fund is used, duplication could occur within the same fund or fund type. The internal service fund has the advantage of isolating such duplicate transactions within a separate fund type, where their special character is clearer to users of the financial statements.

Internal service funds are used to account for services provided on a cost reimbursement basis without profit or loss.

FINANCIAL AND BUDGET POLICY

Surpluses and deficits in internal service funds may be an indication that other funds were not charged properly for the goods or services they received.

The principle that internal service funds should operate on a cost reimbursement basis applies to the operations of these funds over time. It is only when internal service funds consistently report significant deficits or surpluses that the adequacy or inadequacy of charges made to other funds must be reassessed. If it is determined that the charges made to other funds are either more or less than is needed to recover cost over a reasonable period, the excess or deficiency should be charged back to the participating individual funds. In particular, it is not appropriate to report a material deficit in internal service fund without the demonstrable intent and ability to recover that amount through future charges to other funds over a reasonable period.

Often internal service funds charge for asset use in excess of historical cost depreciation to ensure that adequate funds will be available to purchase replacement assets (whose cost is likely to be higher because of inflation). The systematic recovery of the replacement cost of fixed assets is not a violation of the cost allocation principle because the surpluses are only temporary (i.e., they will disappear when the higher priced assets are, in fact acquired).

In recent years, federal grantors have become increasingly sensitive to the potential for overcharges connected with internal service funds. Accordingly, high levels of retained earnings in internal service funds (as defined by federal cost allocation principles) may lead to the disallowance of some costs charged out to other funds.

The main purpose of establishing separate internal service funds is to identify and allocate costs related to the provision of specific goods and services within Multnomah County

INTERNAL SERVICE FUND POLICY STATEMENT:

Multnomah County will establish internal service funds for the following services:

1. Risk Management
2. Facilities and Property Management
3. Motor pool and electronics
4. Mail distribution
5. Telephone
6. Data processing.

Services provided by internal service funds will be defined and put in writing.

The internal service funds will charge for services to account for the financing of the goods or services provided to other departments or agencies on a cost-reimbursement basis.

The internal service fund charges will include asset replacement charges (depreciation) to ensure that adequate funds will be available to purchase replacement assets.

The internal service fund charges will include charges to maintain a 5% contingency or reserve requirement to ensure that service reimbursements charged to other departments are maintained at a relatively constant level.

FINANCIAL AND BUDGET POLICY

The internal service charges billed to other departments or agencies will be reviewed annually by budget and finance to ensure they are meeting this policy.

FINANCIAL AND BUDGET POLICY

LIQUIDITY AND ACCOUNTS PAYABLE

BACKGROUND:

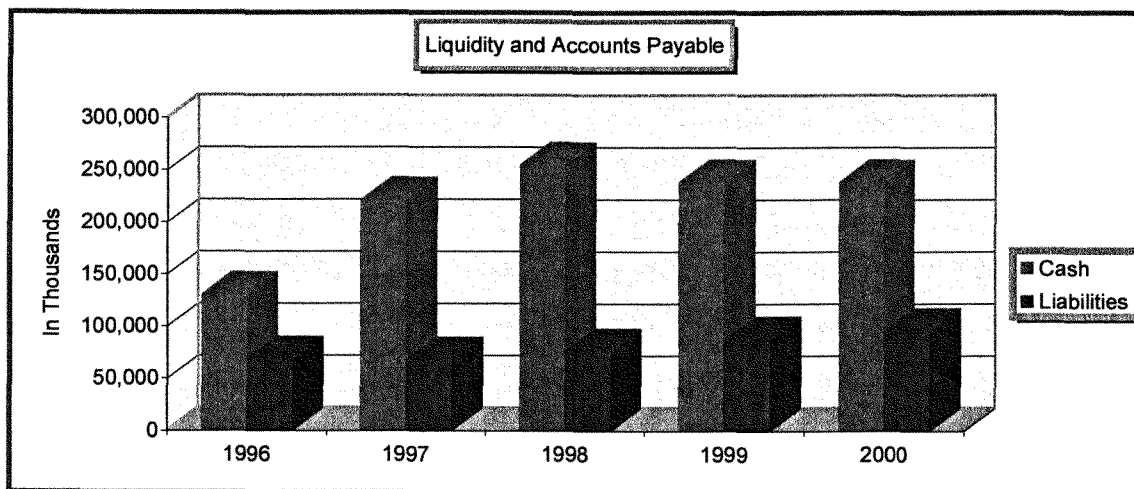
Liquidity is the ratio of cash and short-term investments to current liabilities including amounts held in trust. It reflects the County's ability to pay its short-term debts and accounts payable. Cash and Investments in the capital projects funds and debt retirement funds are long-term cash and investments. The credit rating industry considers a liquidity ratio of \$1 of cash to \$1 of debt as an acceptable liquidity ratio. Generally the County has maintained about \$2 of available cash to every \$1 of current liabilities.

LIQUIDITY AND ACCOUNTS PAYABLE POLICY STATEMENT:

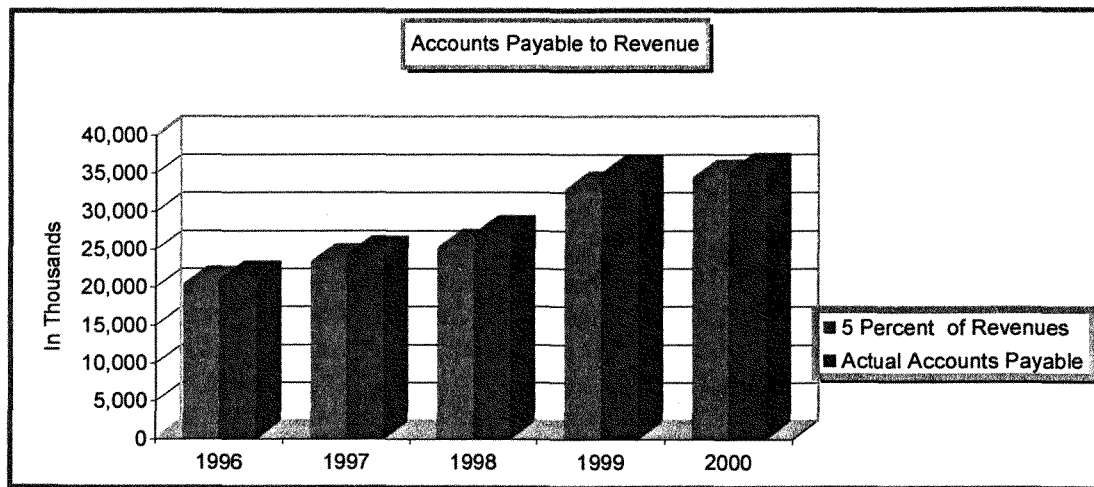
The County will strive to maintain a liquidity ratio of at least \$1 dollar of cash and short-term investments to each \$1 dollar of current liabilities. The County will also strive to maintain year end accounts payable equal to or less than 5% of operating revenues as recorded in the County's Governmental Fund Types.

STATUS:

The County is in compliance. The following graphs depict the comparison of cash and investments to current liabilities and accounts payable to revenues for fiscal years 1996 to 2000.



FINANCIAL AND BUDGET POLICY



FINANCIAL AND BUDGET POLICY

BANKING, CASH MANAGEMENT AND INVESTMENTS

BACKGROUND:

Multnomah County maintains an active investment program. An investment policy was first formalized in 1982 and has been revised several times since. These policies incorporate various Oregon Revised Statute Codes which specify the types and maturity restrictions that local governments may purchase. The County's Investment Policy also contains self-imposed constraints in order to effectively safeguard the public funds involved.

BANKING, CASH MANAGEMENT AND INVESTMENT POLICY STATEMENT:

Banking services shall be solicited at least every five years on a competitive basis. The Finance Director is authorized to act as "Custodial Officer" of Multnomah County and is responsible for performing the treasury functions of the County under ORS 208, 287, 294 and 295 and the County's Home Rule Charter. In carrying out these duties and functions, the Finance Director is authorized to establish internal Finance Program Area policy that meets generally accepted auditing standards relating to cash management.

In accordance with ORS 294.135, Multnomah County's investment transactions shall be governed by a written investment policy, which will be reviewed and adopted annually by the Board of County Commissioners. The investment policy will include the investment objectives, diversification, limitations and reporting requirements. In accordance with MCC 2.60.305 through 2.60.315 the County will utilize an independent Investment Advisory Board to review the County's investment plan and investment performance. Unrecognized gains or losses on investments will be recorded in the County's financial report.

STATUS:

The County is in compliance with this policy. Banking services were put out to bid in the Spring of 1997 and the services are to be re-bid in 2002. The following is the County's June 30, 2001 investment portfolio summary (\$ in thousands):

Description	Market Value	Cost Basis
U.S. Government Securities	\$159,817	\$ 160,413
U.S. Government Agencies	0	0
Repurchase Agreements	0	0
Commercial Paper	48,817	48,871
Bankers' Acceptances	7,030	7,035
LGIP	19,007	19,007
Library Pension	10,975	10,975
Cash Deposits	3,758	3,758
Total	<u>\$ 249,404</u>	<u>\$ 250,059</u>

FINANCIAL AND BUDGET POLICY

SHORT-TERM AND LONG-TERM DEBT FINANCINGS

BACKGROUND:

Prior to 1988, the County had maintained a pay-as-you-go philosophy for financing capital projects. The philosophy of pay-as-you-go may be costly in some ways due to cost acceleration in inflationary periods. Over-utilized facilities generate higher operation and maintenance costs and the citizens are not served well by over-utilized or nonexistent facilities. An alternative is to issue debt which is sometimes referred to as pay-as-you-use. The philosophy of issuing debt for public projects is to have the citizens benefiting from the project pay for the debt retirement costs.

SHORT-TERM AND LONG-TERM DEBT FINANCING POLICY STATEMENT:

All financings are to be issued in accordance with the County's Home Rule Charter and applicable State and Federal Laws.

1. **Short-Term Debt.** If it is determined by the Finance Program Area that the General Fund cash flow requirements will be in a deficit position prior to receiving property tax revenues in November, the County will issue short-term debt to meet the anticipated cash flow requirements. When financing a capital project, Bond Anticipation Notes or a Line of Credit may be issued if such financings will result in a financial benefit to the County. Before issuing short-term debt the Board must authorize the financing by adopting a resolution.

2. **Bonds and Other Long-Term Obligations.** It is the policy of the Board that the County will attempt to meet its capital maintenance, replacement or acquisition requirements on a pay as you go basis. If the dollar amount of the capital requirement cannot be met on a pay as you go basis, if it is financially beneficial to issue bonds or COPs, and if the project has been determined to benefit future citizens, the County will evaluate the feasibility of issuing a long-term debt financing instrument.

3. **Uses.** All long-term financings must provide the County with an economic gain or be as a result of a mandate by the Federal or State Government or court. Under no circumstances will current operations be funded from the proceeds of long-term borrowing.

4. **Purchase/Leasing Facilities.** It is also the policy of the Board to purchase or lease/purchase facilities, instead of renting, when the programs or agencies being housed in the facility are performing essential governmental functions.

5. **Debt.** When issuing debt, the County will follow the Government Finance Officers Association recommended practice of selecting and managing the method of sale of State and Local Government Bonds.

6. **Capital Expenditures.** If capital expenditures are anticipated to be incurred prior to the issuance of the debt, the Board authorizes the Finance Director to execute a declaration of official intent "DOI" with regard to such expenditure. The DOI must express the County's reasonable expectations that it will issue debt to reimburse the described expenditures. It must contain a general description of the project and state the estimated principal amount of obligations expected to be issued to finance the project. A copy of the DOI shall be sent to the Board.

FINANCIAL AND BUDGET POLICY

7. **Financing Mechanisms.** The following are the different types of financings the County may use to fund its major capital acquisitions or improvements.

a) **Revenue Bonds** may be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources, needed for infrastructure or economic development or approved by the Board for specific purposes.

i) Revenue supported bonds are to be used to limit the dependency on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources.

ii) Adequate financial feasibility studies are to be performed for each project to determine the adequacy of the dedicated revenue source.

b) **General Obligation Bonds** (G.O. bonding) will be used to finance capital projects that have been determined to be essential to the maintenance or development of the County.

i) Capital improvement projects will be analyzed, prioritized and designated as to essential characteristics through the CIP committee process.

ii) Use of G.O. bonding will only be considered after exploring alternative funding sources such as Federal and State grants and project revenues.

c) **Full Faith and Credit or Limited Tax Bonds** will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible.

d) **Lease-Purchases or Certificate of Participation** (COP) will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible.

e) **Leases and limited tax bonds** as reported in the County's comprehensive annual financial report will be limited as follows:

i) Annual lease-purchase payments or limited tax bond payments recorded in the respective Funds, except proprietary funds, will be limited to 5% of the total revenues of the fund supporting the lease payment.

ii) All acquisitions will be limited to the economic life of the capital acquisition or improvement and in no cases shall exceed 20 years.

iii) All acquisitions must fit within the County's mission, goals & objectives or governmental role.

iv) All annual lease-purchase or bond payments must be included in the originating Departments' adopted budget or in the facilities management's building service reimbursement.

f) **Refundings or Advance Refundings** will be done if there is a present value savings of 3% or more or if the restructuring of the financing will benefit the County.

FINANCIAL AND BUDGET POLICY

- g) **Intergovernmental Agreements** with the State of Oregon for Energy Loans.
- h) **Local Improvement Districts.** It is the policy of the Board not to form Local Improvement Districts (LIDs) for purposes of issuing debt to finance LID improvements unless specifically required by Oregon Revised Statutes. The reasoning for not forming LIDs is because of the added costs of administering the LIDs, the small number of citizens served, and the potential risk that in the event of default by the property owners, the County's General Fund will have to provide funds to retire any outstanding obligations.
- i) **Conduit Financings.** It is the policy of the Board to act as an "Issuer" of conduit financing for any private college, university, hospital, or non-profit organization that is located in Multnomah County and is eligible to use this type of financing. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater, to act as an issuer for the organization. The maximum fee to be collected will not exceed \$50,000. This fee is to offset any administrative costs that may be incurred by the County when acting as an issuer. The County will retain bond counsel to represent the County on any legal issues including any risks associated with the conduit financing. The university or college will be assessed an additional fee to cover any bond counsel expenses incurred by the County. In addition to the fees established above, the organization must have a Moody's rating of Baa or better or BBB rating from Standard and Poor's and must not condone any discriminatory practices or policies. The Board of County Commissioners must approve each conduit financing issue.
- j) **External financial advisors, underwriters and bond counsel** will be selected in accordance with the County's Administrative Procedures.

8. Revenue Bonds in Partnership with Nonprofit Agencies.

- a) The County may issue tax exempt revenue bonds in partnership with a 501(c)(3) non-profit agency. The non-profit agency is responsible for 100% of the capital project costs, all of the debt financing issue costs, any debt reserve requirements and will be responsible for the ongoing annual debt payments and other related costs. The County will issue debt not to exceed 60% of the total capital costs of the project.
- b) The County enjoys a very good credit rating and does not wish this rating to be negatively impacted. Before the County considers a proposal to assist a 501(c)(3) non-profit agency by issuing tax exempt revenue bonds to finance a capital project, the agency and the County must comply with the following. The conditions listed below are in addition to the applicable requirements contained in this section of the County's Financial and Budget Policies.
- c) **Preconditions:**
 - i) The agency must be an IRS 501(c)(3) organization and must demonstrate that it cannot obtain conventional financing at a reasonable cost.

FINANCIAL AND BUDGET POLICY

- ii) In general, it is intended that the County will be assisting small to medium size agencies that have total annual revenues from all sources of at least \$1,000,000 but not greater than \$10,000,000
- iii) The planned use of the revenue bond proceeds must be consistent with County policy priorities or benchmarks.
- iv) The agency must provide the County with five years of historical financial information and operational trends.
- v) The agency must provide the County with a capital and business expansion plan including a five year revenue and expenditure forecast.
- vi) The agency must demonstrate its ability to conduct a capital fund raising campaign.
- vii) The agency must be non-discriminatory in providing access to its services and in its employment practices.

d) Cost Responsibilities:

- i) The agency is responsible for 100% of the capital project costs. The County will assist the agency by issuing tax exempt revenue bonds to finance no more than 60% of the capital project and related allowable debt issuance costs. The agency is responsible for raising the remaining project funds.
- ii) The agency is responsible for all bond issuance costs.
- iii) Unless granted an exception by the Chair, County administrative costs are to be reimbursed by the agency or capitalized as part of the debt to be repaid by the agency.
- iv) The agency is responsible for all ongoing costs related to the financing. These include annual debt payments, paying agent costs, or other related costs. The agency is obligated for the term of the financing and may not have the option of a "nonappropriation" clause.
- v) Before the County issues the debt, the agency must have raised 75% of the project funds for which it is responsible; with the County's administrative agreement, a portion of those funds may be in the form of well- secured promissory notes from grantors or private contributors; the remaining agency contributions must be deposited before matching debt funds are released, on a schedule negotiated in the contract for each project.
- vi) It is expected that all private funds will be collected within one year of the County's approval of the bond financing partnership. If the private funds are not collected within two years of the County's approval of bond financing, the County shall no longer be considered as committed to the revenue bond financing partnership.

FINANCIAL AND BUDGET POLICY

e) Other Conditions:

- i) The County must have title, or first lien rights if the escrow agent holds title on behalf of the lender, to the property while debt is outstanding.
- ii) The agency must provide the County an unencumbered cash reserve in the amount equal to at least six monthly payments or make monthly installment payments equal to 1/12 of the annual debt service requirement. Any interest earned on these funds remains the property of the County and will be used to offset administration costs. Payments are to begin upon the issuance of the debt. This reserve is in addition to any reserves required by the financing.
- iii) The County will conduct a risk analysis and fully disclose this information to the Board prior to approval of the debt. The County reserves the right to have a third party perform a credit analysis.
- iv) The Board must approve of the financing by resolution
- v) Contractual language must be in place to protect the County in case of late payments or default by the agency.
- vi) The agency must provide an annual, independently audited financial report to the County.

f) Non-Profit Revenue Bond Limits:

- i) In general, the County will not provide revenue bond financing for a non-profit agency for any project that is under \$1,000,000 or over \$4,000,000. in bonded indebtedness.
- ii) The issuance of revenue bonds in partnership with non-profit agencies shall not be greater than \$8,500,000 of principal outstanding.
- iii) The maximum term of revenue bonds issued under this policy will not exceed 15 years.

g) Administration of this Policy Section:

- i) The Finance Program Area is responsible for coordinating the overall process of accepting and reviewing proposals by non-profits to enter into partnership with the County for revenue bond financing and for making recommendations to the Chair in considering these requests.
- ii) County operating department(s) with related programs are responsible for analyzing proposals for conformity with related program policy guidelines
- iii) The Finance Program Area is responsible for analyzing proposals for conformity with these financial policy guidelines and for implementing revenue bond financing partnerships, as approved.

FINANCIAL AND BUDGET POLICY

9. **Hospital Authority:** It is the policy of the Board to issue revenue bonds for hospital facilities as authorized by Resolution 98-1 adopted by the Board of County Commissioners, acting as Hospital Authority, on December 3, 1998.

STATUS:

The following shows the County's outstanding obligations as of July 1, 2001: (\$ in thousands)

Description	Moody's Rating	Dated	Maturity Date	Amount Issued	Principal Outstanding	2001/2002 Prin & Int Payment
Short Term Notes "TRANS" Planned	MIG 1	7/1/01	6/30/02	\$ 20,000	\$ 20,000	\$ 20,900
General Obligation Bonds	Aa1	10/1/96	10/1/16	\$ 79,700	\$26,520	\$ 5,413
	Aa1	10/1/96	10/1/16	29,000	7,340	4,116
	Aa1	3/1/94	10/1/13	\$ 22,000	5,120	1,150
	Aa1	9/1/94	10/1/14	9,000	1,510	422
	Aa1	2/1/99	10/1/16	66,115	65,770	3,213
				<u>\$205,815</u>	<u>\$ 115,555</u>	<u>\$ 14,314</u>
Revenue Bonds						
RCC Series 1998	A3	10/1/98	10/1/14	\$3,155	\$3,000	\$ 289
Motor Vehicle Revenue Bonds 2000	A3	11/01/00	11/01/15	5,500	5,500	265
				<u>\$8,655</u>	<u>\$8,500</u>	<u>\$554</u>
Pension Obligation Revenue bonds	Aa2	12/1/99	6/1/30	<u>\$184,548</u>	<u>\$184,548</u>	<u>\$ 8,923</u>
Full Faith and Credit Obligations						
Series 1999A Multnomah Building	Aa2	4/1/99	8/1/19	\$ 36,125	\$ 34,960	\$ 2,745
Series 2000A Full Faith	Aa2	4/1/00	4/1/20	61,215	58,205	6,149
				<u>\$ 97,340</u>	<u>\$ 93,165</u>	<u>\$ 8,894</u>
Certificates of Participation						
1998 JJC Refunding & New	Aa3	2/1/98	8/1/17	48,615	\$ 33,590	\$ 5,374
1993 A & B Health Facilities	Aa3	5/1/93	7/1/13	19,890	11,515	1,650
				<u>\$ 68,505</u>	<u>\$ 45,105</u>	<u>\$ 7,024</u>
Leases and Contracts						
Portland Building	N/A	1/22/81	1/22/08	\$ 3,475	\$ 1,694	\$ 332
Xerox Computer Leases	N/A	9/1/97	9/1/02	249	9	9
IBM Computer Lease	N/A	3/10/99	4/1/02	1,657	432	432
				<u>\$ 5,381</u>	<u>\$ 2,136</u>	<u>\$ 773</u>
			Sub total			\$16,691
			Deduct:			
			Road Fund			(288)
			ISD Leases			(2,540)
			Xerox Lease			(9)
Governmental Fund Type Supported Debt Payment						<u>\$13,854</u>

REMAINING BORROWING CAPACITY

Debt Capacity (Supported by General Government Fund Types Only)

2001-2002 General Fund Revenues	\$ 297,186
5 % limitation	0.05
5% Limitation Dollar Amount	\$ 14,859
Lease/Debt Capacity Used	\$ (13,854)
Annual Payment Available	\$ 1,005
Estimate Principal Value Available	\$ 13,000

MEETING DATE: October 25, 2001
AGENDA NO: B-1
ESTIMATED START TIME: 10:45 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Briefing on the Progress of the Student Attendance Initiative (SAI)

BOARD BRIEFING: DATE REQUESTED: Thursday, 10/25/01
REQUESTED BY: Department of Community Justice
AMOUNT OF TIME NEEDED: 1 hour

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: DCJ DIVISION: Juvenile Justice

CONTACT: Pat Franck TELEPHONE #: (503) 988-4583
BLDG/ROOM #: 503/250

PERSON(S) MAKING PRESENTATION: Rich Scott, Jimmy Brown, Scott Keir and Invited Others

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Briefing on the Progress of the School Attendance Initiative (SAI)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Joanne Fuller

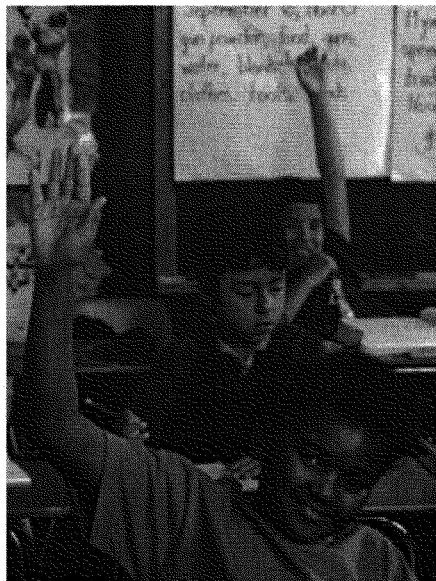
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 OCT 13 AM 7:20
CLERK OF
JUVENILE COURT
MULTNOMAH COUNTY
OREGON

SCHOOL ATTENDANCE INITIATIVE

YEAR 2 EVALUATION REPORT 1999-2000



Submitted by:

**Tim Holbert
Liang Wu
Mike Stark
Scott Keir**

**Program Design and Evaluation Services
&
Multnomah County Dept. of Community Justice**



Multnomah County Health Department

Acknowledgements

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Kudos go to:
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Stacey Mortenson
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Executive Summary

The School Attendance Initiative (SAI) is a multi-agency collaborative project designed to assist families in improving attendance of youth experiencing difficulty maintaining adequate school attendance. The SAI was launched in the fall of 1998 in 130 schools throughout Multnomah County east of the Willamette River. In the fall of 1999 (Year 2) the SAI expanded to include Multnomah County schools west of the Willamette River.

The SAI intervention consists of attendance monitoring, outreach, and case management services to students and families. Case management includes professional support for families, counseling, co-ordination of services with other agencies, and referral to community services.

Year 2 saw refinement in program philosophy, outreach and case management strategies, as well as further development of relationships among SAI staff, school personnel and community partners. Analysis shows that SAI continues to be successful in returning students to school and preliminary data suggests that students improve their academic standing after SAI intervention.

KEY FINDINGS

School Participation:

- During the second year of SAI the number of schools eligible for services was expanded to 147.
- 142 of eligible schools referred a total of 5,055 students.
- The average number of referrals made by a school was 36.
- Most referred students came from the earlier (K-1) and later grades (9th) with the most coming from the 9th grade (989).

Student Characteristics:

- Slightly more girls (52%) were referred than boys.
- Compared with the Multnomah County's overall population, minorities¹ were over-represented among referred students—especially African Americans (20%) and Hispanics (14%).
- Compared with the general student population, SAI students were less likely to meet Certificate of Initial Mastery (CIM) standards.
- 23% of referred students had been referred to the juvenile justice system for either dependency or delinquency concerns.

Reaching Students & Families:

- SAI outreach staff attempted contact with nearly 90% of referred students. Among staffs' reasons for not attempting contact the remaining 10% of families are: school was already working with family, student was adjudicated, or attendance had improved.

¹ Except Asian

- Staff contacted 73% of families. Most contact with families was in the form of a face-to-face visit (41%), though a substantial proportion were only contacted by phone (32%). Most often staff were not able to make contact with families because the family had moved and staff were unable to locate them.
- Staff made initial contact within 7 days of referral (including weekends and holidays) to 43% of contacted families.
- The median length of time that staff worked with families² (active outreach) was 7 days.
- The child's behavior (runaways and disruptive behavior), chronic health issues, child-care, and basic needs were among the most often cited concerns that staff had about the families.

Culturally specific providers:

- Approximately 4.4% of students were referred to SAI in-house culturally specific services.
- In addition to translation, culturally specific service providers (CSSP) offered families the same services as outreach staff in a culturally specific context.

Case Management Services: Case management services are provided for those families with severe needs affecting student's attendance.

- 796 people (students, parents and siblings) were served by case managers, representing 347 separate families.
- Hispanic youth were over-represented in case management (21%) compared to the overall population of referred students (13%).
- Youth in case management tended to come from the higher grades (58% from 6-9), be more involved with the juvenile justice system (36%), and have been previously referred to SAI in Year 1 (25%) than SAI youth generally.
- Nearly half (46%) of families were referred to services outside of SAI. Generally, these referrals were for services such as basic assistance (food, clothing, shelter, etc.), temporary housing, and cultural services.
- More than half (56%) of closed cases were closed because case managers or clients felt that their problems had been addressed. Most of the remainder of cases were closed because contact with the family was lost or SAI did not have the resources to address the problems.

Improvement in Student Attendance:

- On average, students referred to SAI were attending school 75% of the time before contact with SAI and 83% of the time after contact with SAI. This translates into an 11% rate of improvement in attendance.
- 90% attendance is taken in this report to be a benchmark of adequate attendance. Prior to intervention by SAI, 5% of students were meeting the 90% benchmark; 36% of students met the benchmark after SAI intervention.

Factors Associated with Improved Attendance:

² This is strictly time spent in outreach—it does not include time spent in case management.

- Attendance of students in elementary grades (16.4%) improved more than that of students in middle school (12.5%) or high school (10%).
- Attendance of students with the most pre-referral absences tended to improve more than that of students with the least pre-referral absences. Their final attendance rate, however, was still lower than that of students with the least pre-referral absences.
- Attendance of students referred to SAI in Year 1 or involved with the juvenile justice system did not improve as much as students not falling into those categories.

Student Academic Achievement: Preliminary analysis of a small sample of students (n=87) shows:

- Prior to contact with SAI, 31% of students were meeting grade level standards in math; after contact 44% were meeting grade level standards. Similarly for reading, 31% were meeting standards before SAI intervention and 56% after intervention.
- When referred students were **not** meeting grade level standards they were attending school on average 78.8% of the time; when they were meeting or exceeding grade level standards they were attending, on average, 87% of the time.

While the small sample size limits our ability to generalize these results to all students referred to SAI, we remain encouraged because they suggest that when students return to school their academic achievement is improving.

Future Directions: The School Attendance Initiative successfully intervenes with families to return students to school. Evaluation analyses have shown that this improvement in attendance is substantial, significant and stable. SAI program staff continue to successfully intervene with truant youth from year-to-year. Preliminary data indicates that students' academic achievement may be improving as well. While these preliminary results are encouraging additional research needs to be conducted to demonstrate that all youth referred to SAI improve their school performance when they return to school. Other questions need to be addressed as well:

- Can we generalize the finding that students' grades improve after SAI intervention and are these achievement results attributable to SAI intervention? We are working with school districts to get a much larger sample of student achievement data which would make the results more generalizable. We are also attempting to get a sample of non-referred students as a comparison group.
- What is the most cost-effective method of contacting families? Families are contacted using different strategies primarily face-to-face meetings or telephone conversations. Using a randomized group design, we collected outreach data comparing these two strategies. When we receive attendance data from the schools we will be able to match it with our data gathered on these two intervention strategies. We can then examine which of these strategies yields greater improvement in attendance for the amount of time it costs staff.
- Was Strengths-based Case Management implemented as planned? Is it effective? Currently case managers are piloting a form that collects data on case manager activities from a strengths-based perspective. We will refine the form and use the data collected to address these questions.

- What are the long term attendance patterns of students referred to SAI? We are currently designing a longitudinal study that will use a cohort analysis to look at the these and other questions over a 3 year period.
- What means are there to facilitate collaboration among school-based evaluations? SAI and Safe school evaluation staff have cooperated to modify SAI documentation for use by Safe school staff. We are attempting to organize an SAI Evaluation Oversight Committee to be a forum for SAI partner evaluation units to exchange information and resources.

Program Overview

Introduction

The School Attendance Initiative (SAI) began in 1996 as the Truancy Diversion Project. It provided outreach to schools in 3 Portland Public School clusters. One arm of the project was located in the North Portland Roosevelt School Cluster and funded by a Byrne Memorial Grant. The second arm was centered in the Jefferson and Marshall School Clusters and was funded by a Department of Education grant. In 1998 the Truancy Diversion project was redesigned and expanded to include all regular schools in Multnomah County east of the Willamette River. The resulting collaboration was dubbed the "School Attendance Initiative." New funding from Multnomah County and continued funding from the Byrne Memorial Fund made this expansion possible. In 1999 the SAI was further expanded to include 17 schools on the west side of the Willamette.

The School Attendance Initiative provides an array of services to assist young people in maintaining good school attendance. The primary intervention consists of attendance monitoring and outreach intended to support families in their efforts to improve their children's attendance. In addition, the SAI through its Family Center partners provides a full complement of case management, support, and culturally specific services to families.

What follows is a report of the process of implementation as it continued in the second year of expansion and the outcome for students referred to SAI.

Project Objectives

Specific objectives of SAI include:

- Increasing attendance among referred students in grades K-9 in Portland Public Schools and East Multnomah County School Districts.
- Improving school performance among youth referred to the School Attendance Initiative.
- Reducing post intervention delinquency referrals to Multnomah County Department of Community Justice.
- Increasing the knowledge and understanding of youth and families involved in SAI.

Criteria for Student Eligibility for Referral to SAI

- 15 years old or younger.
- Attendance in regular school (grades K-9) in Multnomah County School Districts.
- Residence in Multnomah County.
- Absent three or more days within 15 consecutive school days.
- Absent 9 or more days total in any one quarter.

Program structure and partnership. The following organizations collaborate to form the SAI:

- Multnomah County Department of Community Justice—providing:

- program oversight
 - outreach
 - court services
- Portland Public School District providing:
 - attendance monitoring
 - referral processing
- Multnomah Educational Service District providing:
 - attendance monitoring
 - referral processing
 - outreach
- Volunteers of America (VOA): coordinating 10 family and cultural services³ centers that provided:
 - outreach
 - case management
 - culturally specific services

In addition to the formal and contractual collaborations, project staff from all levels of SAI met with staff from a score of other organizations. These included, but were not limited to, Caring Communities, police and sheriff's offices, cultural service agencies, health care programs, and child and welfare agencies.

Program Procedure

The SAI intervention process in 1999-00 consisted of the following elements:

- **Referral:** Each week SAI school district personnel (School Attendance Monitors in PPS or Liaisons in MESD) received lists of students missing 3 school days in the previous 15 school days or missing 9 days total for the quarter ("3 days in 15" criteria) from the school district or ESD. Liaisons and School Attendance Monitors (SAM) scrutinized the lists for patterns of absence. Their observation of attendance patterns together with information from teachers enabled them to screen out students whose absences were a result of illness or vacation. SAI staff then presented principals or their designees with the screened lists of students eligible for referral to SAI. Principals or their designees chose students for referral from these lists. Occasionally, principals or their designees declined to refer particular students.

Reasons for non-referral included:

- School staff were already conducting interventions, or, they wanted to initiate their own intervention before referring to SAI. These school interventions could include any of the following activities:

³ Asian Family Center (AFC), Eastwind, FamilyWorks, International Refugee Center of Oregon (IRCO), Native American Youth Assoc. (NAYA), North Portland Youth & Family Center (NPYFC), Oregon Council for Hispanic Advancement (OCHA), Portland Impact, Urban League, Westside Youth & Family Center.

- Parent conferences
- Home visits
- Contract with student/parents
- Principal/designee knew the student's particular situation and decided that SAI intervention was not appropriate at that time (student may have been sick or on vacation, for example)

Once a student was referred to SAI, School Attendance Monitors and Liaisons sent a letter to the home, notifying the parents/guardians of the referral to the SAI.

- **Outreach:** Within a few days after referral, field staff (Juvenile Counseling Assistants from Multnomah County, Outreach Specialists from the Family Centers or Liaisons at MESD⁴) either contacted school personnel for more information on the family or attempted to contact the family (in person or by phone). When contacting the family outreach staff would (1) inquire why the student was absent from school, (2) if necessary, inform parents of their legal responsibility to have their children in school and (3) offer information and resources to help the student return to school. Information might be, for example, in the form of a referral for cultural services, housing, or lice treatment.. The resources provided varied from direct service such as help treating for lice, to providing clothing, bus tickets and alarm clocks.

Based on information obtained in those first activities and the student's subsequent attendance, staff had several options to choose from for further action:

- continue outreach to the family
- put the case on hold pending status of student's subsequent attendance
- refer the family to SAI case management
- refer the family to SAI culturally specific services
- refer the family to Community Justice staff for court services
- close the case

Referrals for culturally specific services were made to staff within SAI for families where language or culturally related issues were barriers to school attendance. In addition to translation, SAI culturally specific providers provided the same services as regular outreach and case management staff, though in a culturally relevant context.

Families were referred to Community Justice staff if (1) the family was clearly non-compliant with the law requiring parents to provide for their children's education and (2) had refused all attempts by staff to assist in getting students to school. The outcome of such referrals was often a "Student Success Meeting" among the student and their family, and school and juvenile court representatives to discuss and formalize a contract between the court and the family for returning the student to school.

Reasons for closing a case most often included: a) improvement in student's attendance, b) family moving out of the county, c) student transferring to alternative school, d) staff unable to

⁴ The MESD and PPS arms of SAI differed in a number of ways, among these were staff roles. On the PPS side, SAMs processed referrals and the JCAs and Outreach Specialists conducted outreach. On the MESD side, Liaisons did both functions—referral processing and outreach.

locate the family, and e) adjudication of the youth.⁵

- **Case management:** The SAI procedural guidelines state that if the student or family has severe or multiple needs causing (at least in part) the truancy, the student should be referred to SAI case management. The transition of a family from outreach to case management was somewhat problematic during Year 2 of the program. Realizing the importance of maintaining the already established relationship with the family and not wanting to add to the case load of already overburdened case managers, outreach staff often delayed referral to case management attempting to provide services for the family themselves. The fact that there were no specific criteria for referral to case management hindered a smooth transfer to case management. Once families were referred to case management, SAI case managers either brokered services for the family or provided services directly themselves. The services provided directly generally included encouragement and support, counseling, education and co-ordination of services from other agencies. Case managers brokered for numerous services for clients, including housing assistance, parenting and anger management classes, drug and alcohol services for example. SAI procedural guidelines state that case management services can be offered to families for up to 90 days after receiving the case from field staff. It was not unusual, however, for cases to be extended for much longer.

Data Collection and Evaluation

Data collection. All data collection instruments were developed in collaboration with project staff in Year 1 (see appendix 3). In Year 2, the Referral Form received major revision based on the input from all staff. At the request of field staff, minor changes were made to the Outreach and Case Management Daily Activity Sheets. These instruments were used to collect demographic and school information; outreach activities, concerns, referrals; and case management activities, concerns, and referrals. Each of the 5 SAI teams was responsible for entering their own data into a database. This database program was originally designed in Year 1 but received extensive revision in Year 2. The data from the 5 teams was pooled and cleaned by evaluation staff. In addition, downloaded attendance and test scores were received from PPS and MESD. Multnomah County Department of Community Justice's Juvenile Information Network (JIN) database was used to identify referred students with involvement in the Multnomah County juvenile justice system.

Evaluation methods. The program implementation and outcomes were evaluated using data provided and gathered by SAI staff and school districts. Implementation evaluation examines demographic, referral, outreach and case management data. The outcome evaluation examines

⁵ A few cases were closed because of concurrent involvement of family with Services to Children and Families (SCF). In Year 1 of SAI, policy stated that SAI staff were not to work with families that were already involved with SCF. This policy was revised at the beginning of Year 2 so that SAI staff could work with SCF case managers to co-ordinate services to families. It was the intention of SAI management that this policy be implemented at the beginning of the 1999-00 school year, however it wasn't fully implemented until December of 2000—until that point there were still some case managers that were not aware of the change in policy. The change in policy allowing staff to work with families already referred to SCF was fully implemented for the remainder of the year.

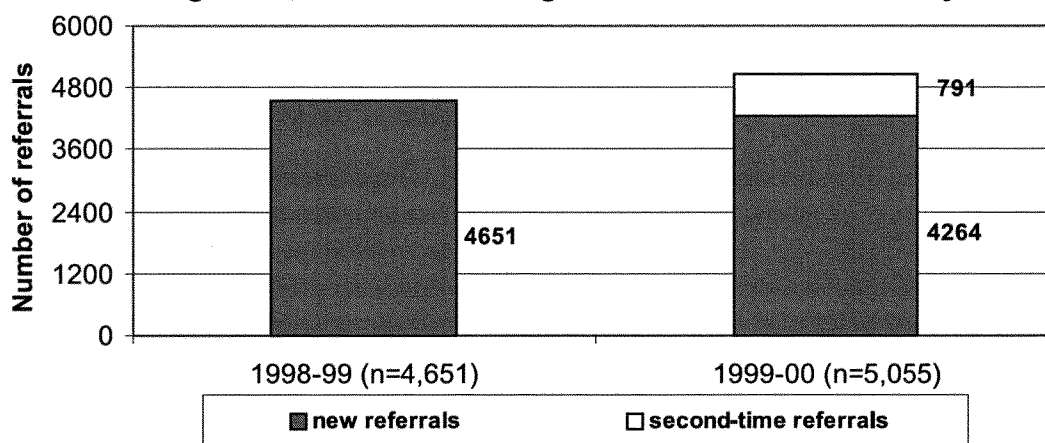
achievement and attendance data on referred students. Specifically, the analysis of attendance outcome compares attendance of referred students prior to their first SAI successful intervention to attendance after intervention.

Implementation Evaluation

Profile of Referrals

Total referrals. There were 5,055 students referred to the SAI during the 1999-2000 school year.⁶ This was an increase of 8.7% (n=404) over Year 1. About 16% (n=791) of students referred in 1999-00 had been referred previously in Year 1.

Figure 1. SAI referrals during 1998-99 and 1999-00 school year



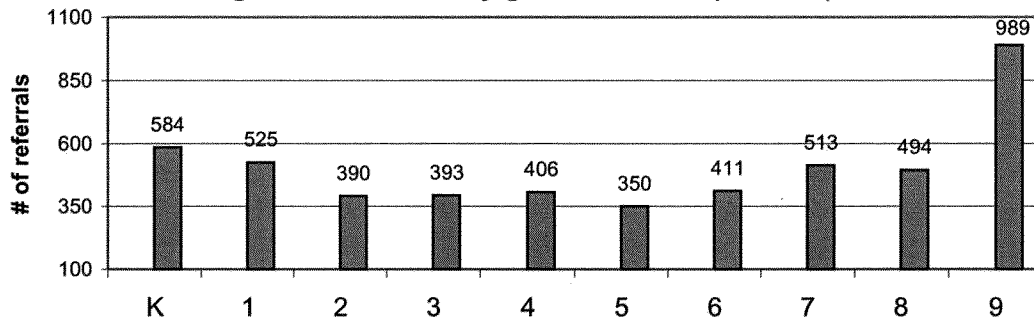
Referrals by school. A total of 142 schools referred students to the SAI out of 147 schools that were eligible. This was an increase over the number of schools referring in Year 1 because of the expansion of the SAI to the west side of the Willamette River. On average, any one school referred 36 students to the SAI. This rate of referral is nearly identical to the first year's average of rate 37 students per school. Of participating schools the least that any one school referred was 1 student, while the most that any one school referred was 195 students.

Referrals by grade. The general pattern of referrals by grade is similar to that seen in the 1998-99 school year—the number of referrals is higher in Kindergarten declining through the 3rd grade, level in grades 4, 5, and 6, then begins rising substantially in the 7th grade, reaching the

⁶ This total does not include a small number of duplicate referrals. Duplication of referrals most often occurred when a student transferred to another school and was mistakenly entered twice into the SAI database. Though duplication was a significant problem in Year 1, extensive procedural rules programmed into the database resolved most of the problem in Year 2.

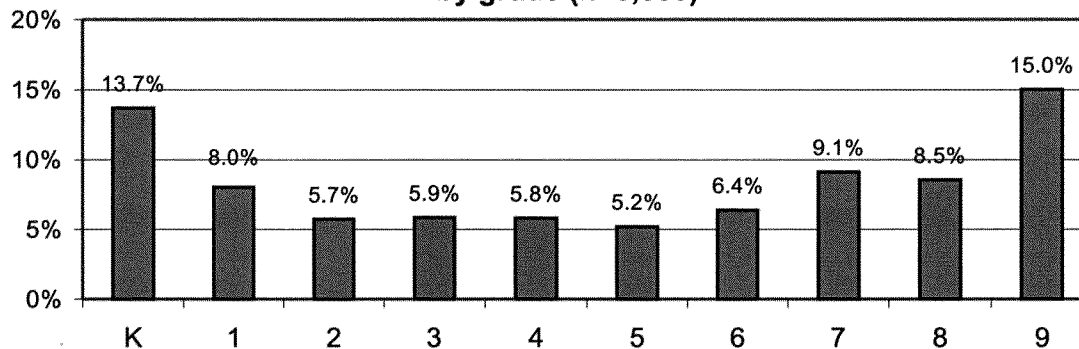
highest number of referrals in the 9th grade. The 5th grade had the lowest number of referrals (n=350) compared to the 9th grade, which had 989 referrals. There was a 100% increase in referrals from 8th grade to 9th grade (figure 2).

Figure 2. Referrals by grade, 1999-00 (n=5,055)



Among 139 schools⁷ that referred students to SAI from grades K through 9 during the 1999-2000 school year, the average number of students enrolled⁸ in school on any particular day was 62,277.⁹ The highest percentage of referrals to SAI came from the 9th grade — 15%.¹⁰ The lowest percentage of referrals came from the 5th grade (5.2%). As a whole, students referred to SAI accounted for 7.7% of students enrolled in grades K through 9 (figure 3).

Figure 3. SAI referrals as a percentage of enrollment by grade (n=5,055)



Characteristics of Referred Students

Referrals by gender and race/ethnicity. The distribution of referrals by gender for Year 2 is similar to the first year of the SAI (1998-99). Gender data was available for all but 126 referred students. Fifty-two percent of referrals were female and 48% were male (figure 4).

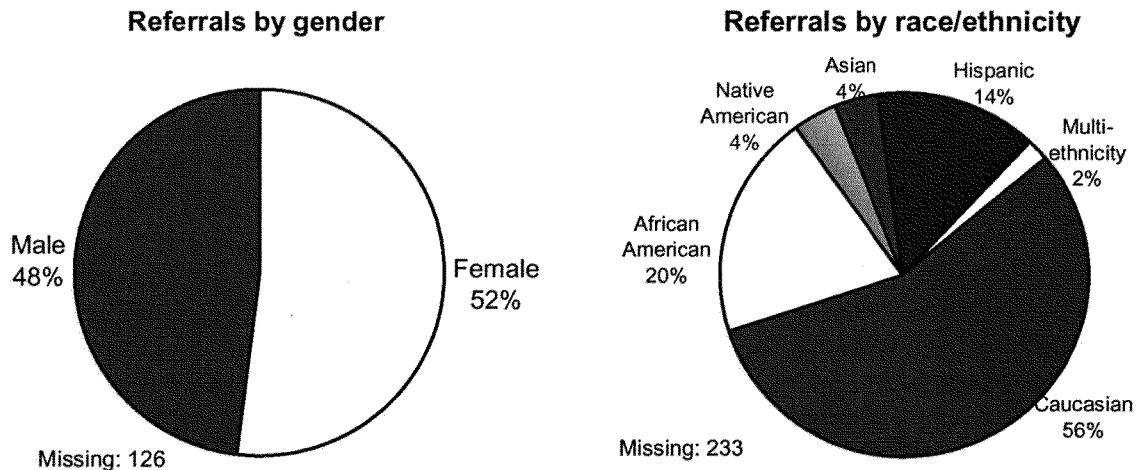
⁷ Enrollment information was not available for 3 schools.

⁸ Average Daily Membership for grades K through 9 in participating schools.

⁹ Total for Portland Public Schools and Multnomah ESD (MED).

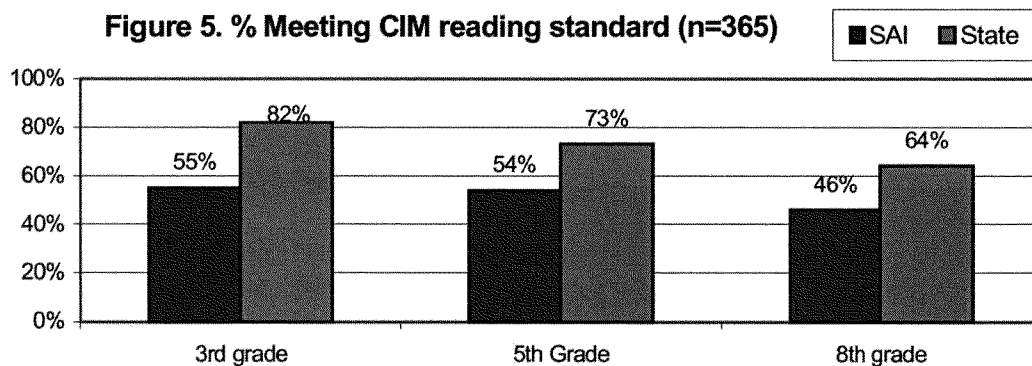
¹⁰ (9th grade referrals to SAI)/(average enrollment for 9th grade).

Figure 4. Referral by gender and race/ethnicity (n=5,055)¹¹

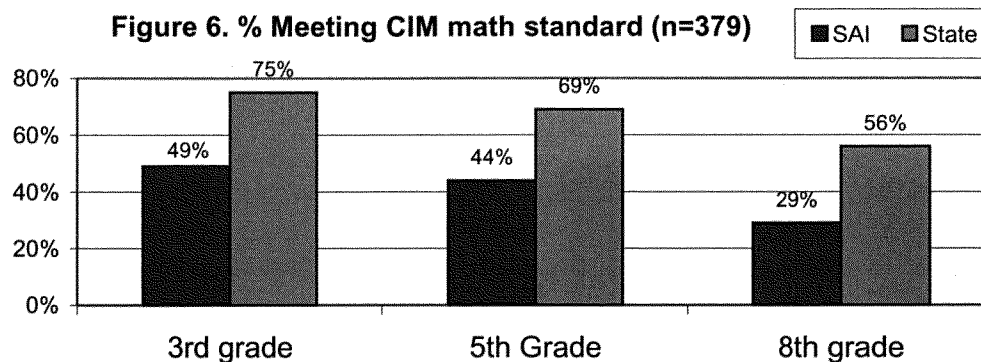


Racial/ethnic data were available for 4,822 students (95.4%). The distribution of referrals by ethnicity was nearly the same as in Year 1, except Caucasians who dropped from 61% in Year 1 to 56% in the second year. Referrals of African-American and Hispanic students rose slightly from Year 1 to Year 2. African-American students accounted for 20% of referrals, Hispanics for 14%. Native Americans and Asians each accounted for 4% of referred students. There were 116 students (2.3%) who identified themselves as belonging to more than one ethnic group. Compared to the general population of Multnomah County,¹² African-Americans and Hispanics/Latinos were dramatically over-represented in referrals to SAI (10.5% and 5.9%, respectively in the county population). Native Americans were somewhat over-represented (1.6% county-wide) while Caucasians and Asians were under-represented (73.7% and 8.2% respectively).

Academic performance. Students referred to SAI were much less likely to meet the state standards for the Certificate of Initial Mastery (CIM) than students from across the state (figures 5 and 6).



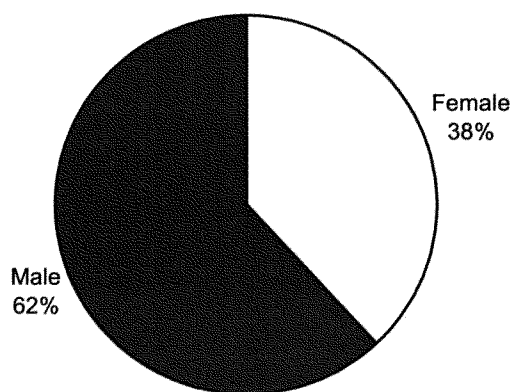
¹²Center for Population Research and Census, Portland State University



Overall, 52% of SAI students in grades 3, 5 and 8 met the state CIM standard for reading, and 41% met the standard in math. The comparable statewide percentages are 73% and 67% respectively. Data were available only for 365 and 379 students (reading and math respectively) who were referred to SAI. While our small sample size limits our ability to generalize these findings to the larger population of referred students, the consistency of our results between Year 1 and Year 2 lends support to the validity of the data.

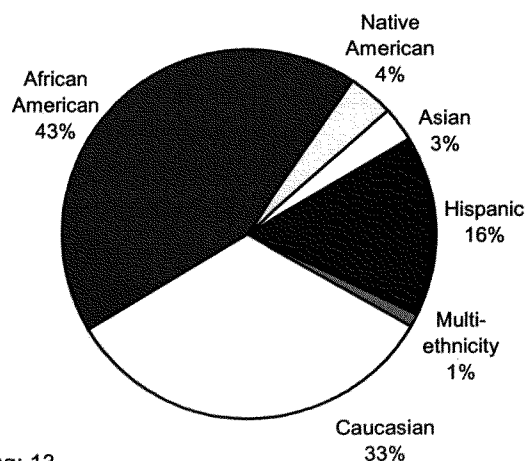
Juvenile Justice Involvement. Outreach staff checked the Juvenile Information Network (JIN) when a student was referred to SAI, to see if the student had any previous involvement in the juvenile justice system. Referrals to Multnomah County Department of Community Justice (DCJ) fell into two categories: delinquency or dependency. Delinquency refers to the student's behavior, while dependency refers to behavior of the parents. Typically, dependency charges are for abandonment, abuse, neglect, cruelty, or unfitness to parent. Of the 5,055 students referred in the 1999-00 school year, 10% had been referred to DCJ as dependent and 13% had been referred as delinquent. Males, minorities, and students in higher grades were over-represented among students with a delinquency record: 62% were male (compared to 48% overall), 67% were people of color (compared to 39% overall), and 93% were middle or high school students (compared 48% overall).

Figure 7. Delinquency record by gender (n=656)



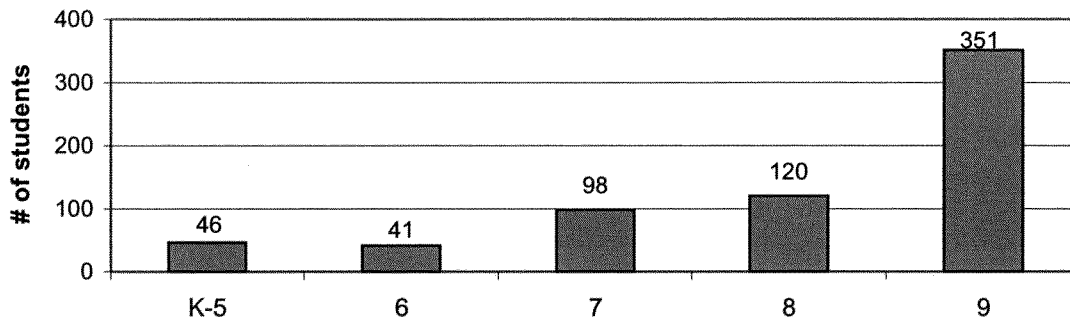
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Figure 8. Delinquency record by race/ethnicity (n=656)



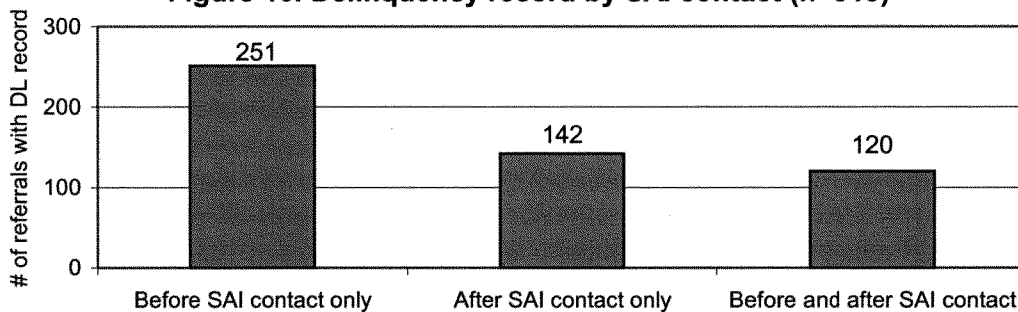
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Figure 9. Delinquency record by grade level (n=656)



Student involvement with Community Justice before and after contact with SAI. Of the 656 students with a delinquency record 78% (513) were contacted by SAI staff. Of those contacted, 49% (251) had a delinquency records before SAI contact but not after, 28% (142) were involved with Juvenile Justice after SAI contact but not before, and 23% (120) had delinquency records both before and after contact (figure 10).

Figure 10. Delinquency record by SAI contact (n=513)



Outreach Activities

Contact with students' families. SAI staff attempted to contact nearly 89% of all students.¹³ Seventy-three percent of students/families (3,682) received at least one contact from SAI staff (figure 11). Forty-one percent of students/families (2,089) received some type of face-to-face contact, while 32% (1,593) received phone contact only. Twenty-seven percent (1,373) of students were not contacted, either because staff were unsuccessful in attempting to contact them or staff chose not to initiate contact. There are several reasons that staff would choose to not initiate contact with some families. Among those reasons were: 1) students attendance had improved between the time of referral and initiation of contact, 2) special requests by the principal or designee based on

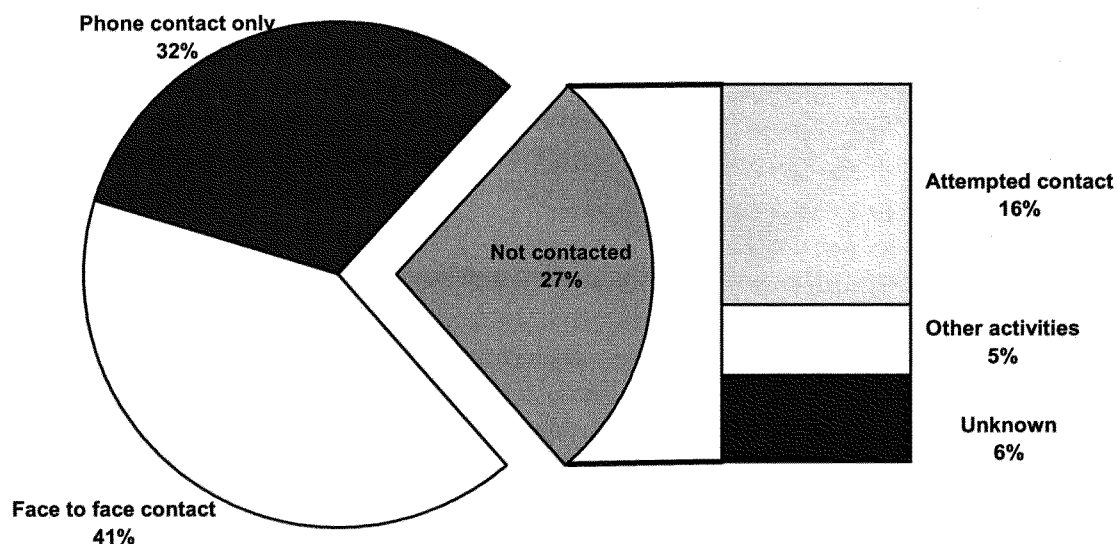
¹³ Of the 11% of students not contacted, 6% were either missing contact information or staff had not recorded any activity. Staff conducted non-contact activities on behalf of the other 5% of students—these activities were usually conversations with the school.

their knowledge of the family's situation, 3) student's absence was because of illness such as cold or flu, and 4) student was on probation with juvenile court.¹⁴

Staff attempted (unsuccessfully) to contact nearly 60% of the students/families who were not contacted (16% overall).

Staff conducted non-contact activities on another 20% of the students/families that were not contacted (5% overall). Non-contact activities included: 1) consulting with the school, 2) reviewing the case with their colleagues or other agencies, or 3) sending a special letter to the family.¹⁵

Figure 11. Outreach activities: Contact Status (n=5,055)



Number of home visits. Forty-one percent of families received some kind of face-to-face contact. Direct face-to-face contact took a number of different forms. Ninety-four percent of students/families receiving a face-to-face contact were contacted at home, the remaining 6% were contacted at school, in the community, or at juvenile court. Most (73%) of these students/families received one visit, 17% received two visits, and 10% received three or more visits. Staff conducted 2,755 home visits. Among those students receiving home visits, the average number of visits was 1.5 per student with 13 being the maximum that any one student received.

Number of phone contacts. For many reasons staff most often preferred to make direct face-to-face contact with families. In many cases this was the only option because families did not have working or connected telephones. However, 1,593 families were contacted only by phone. Seventy-four percent of these families received one call from staff, 19% received two calls, and 7% received three or more calls. A total of 2,211 calls were made to students/families, with a mean of

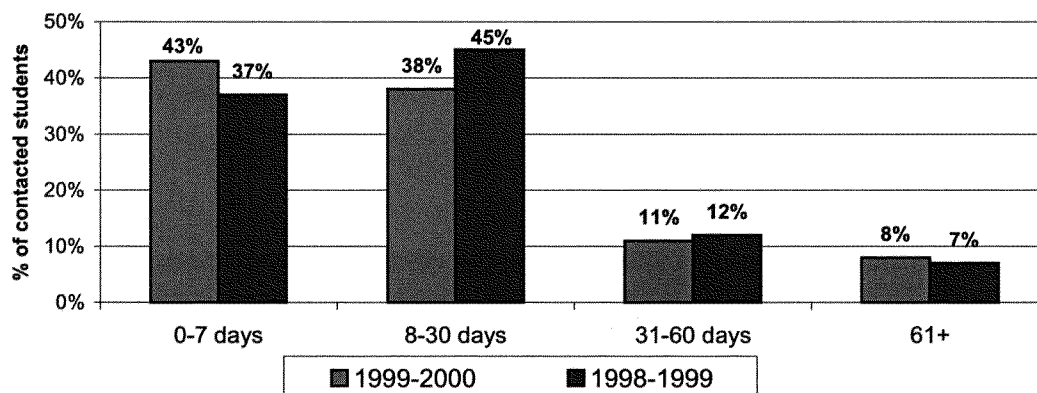
¹⁴ Generally referrals were screened quite thoroughly for absences due to illness but occasionally some would slip through the process.

¹⁵ Usually this was a letter inviting the family to a meeting at juvenile court to discuss the serious repercussions of non-compliance with the Parental Responsibility law and to formalize a plan for returning the child to school.

1.4 and a maximum of 10 calls. Staff reasons for choosing to contact students and their families by phone rather than face-to-face varied considerably. Some staff had to cover a large geographic area and they felt that it was more efficient for them to attempt contact with families by phone before attempting face-to-face outreach. Staff in more densely populated areas of the county often felt that they had better success contacting families if they went directly to the home of the family rather than calling first. Some of these same staff also believed that a face-to-face visit prior to any phone contact enabled them to catch some families “off guard” thus allowing staff a more accurate picture of the family’s situation at home. Some staff believed that the wealth of information gathered by visiting the home was worth the inefficiency that might result by not first attempting contact with families by phone.

Time from referral to the first contact. “First contact” is defined as the first actual contact with families after referral. Time calculated from referral to the first contact includes weekends, holidays, and school vacations. Data from 3,682 contacted students/families indicate that 43% were contacted within 7 days of referral, 38% were contacted between 8-30 days. The remainder (19%) took longer than one month to be contacted (figure 12). This pattern is a significant improvement over Year 1 where only 37% of families were contacted within 7 days of referral. This improvement in time to contact came despite an increase in staff caseload Year 1 to Year 2. The median number of days from referral to the first contact was 9 days, which means half of students were contacted within 9 days, if they could be contacted all.

Figure 12. Time From Referral to First Contact (n=3,682)

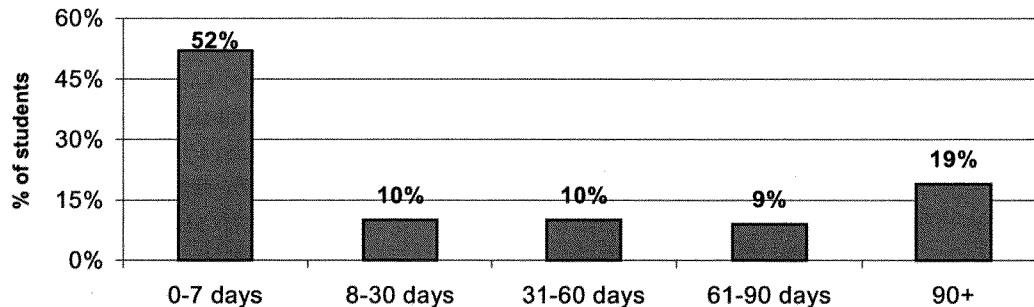


Duration of outreach contact with families. The duration of SAI contact with families (“active outreach”) is defined as the time from first contact (or attempted contact) with family/student to the last contact (or attempted contact), with at least one actual contact (face-to-face or phone call) in that period. Of the 3,682 students whose families received at least one contact, the mean length of active outreach was 41 days and the median was 7 days.¹⁶ Active outreach lasted one week for 52% of contacted families, one month for 10%, two months for another 10%, and three months for 9%. About 19% of families had active outreach that lasted more than three months with a maximum of 257 days (figure 13). Generally, the period of active outreach was shorter in Year 2 than in the first

¹⁶ The large difference between the median and the mean reflects that there are a few students with very long periods of active outreach, but active outreach was 7 days or less for 50% of students.

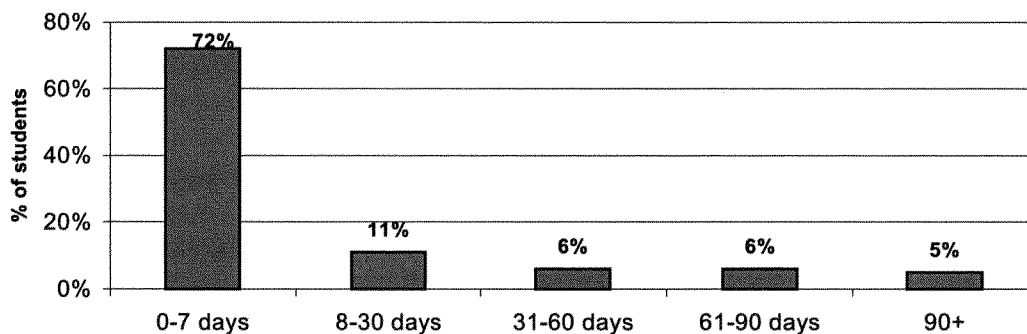
year of SAI— in Year 1 active outreach lasted one week for 42% of students (compared to 52% for Year 2) while 2-3% more families spent over a week in active outreach during Year 1 than in Year 2. The mean number of days of active outreach in Year 2 is 41 compared to 47 days in the first year of SAI. The median of 7 days in Year 2 is substantially shorter than the median of 21 days in Year 1. This suggests that the range of days in active outreach is similar in both years, but that the bulk of students spent far less time in active outreach during Year 2 than in Year 1.

**Figure 13. Duration of contact with referred families
(n=3,682)**



Duration of attempted contact with families. The “duration of attempted contact” is defined as the time between the first attempted contact to the last attempted contact, with no actual contact in the interim. Of the 804 students with only attempted contacts, the mean duration of attempted contact was 15 days while the median was one day.¹⁷ When compared to Year 1, we see the same pattern as seen in the period of active outreach—in Year 1 the median duration of attempted contact was 20 days. For 72% of the students, the attempts lasted one week or less, for 11% the attempts lasted one month, and for 17% the duration of attempted contact lasted two months or more (figure 14).

**Figure 14. Duration of attempted contact with families
(n=804)**



¹⁷ The large difference between the median and the mean reflects that there are a few students with very long periods of attempted outreach, but that for 50% of students duration of attempted contact was 15 days or less.

Concerns identified by field staff. SAI field staff documented circumstances or conditions observed during outreach that may have prevented students from attending school. These observations were recorded as “concerns.” These “concerns” can indicate both the immediate cause of school absence and an indicator of deeper family issues. For example, a child’s emotionally disturbed behavior may be the immediate cause for that student not attending school, but it may also be a symptom of deeper family problems. Fifty percent (2,541) of referred students had at least one concern documented. Of those students for whom there were any concerns documented, 30% had at least 2 documented “concerns” and 14% had at least 4 documented concerns. “Child’s behavior,” “health,” “basic needs,” and “childcare” were the five concerns documented most often (see table 1—note that percentages do not equal 100% because a student can have multiple “concerns” documented). “Child’s behavior” includes violent or emotionally disturbed behavior at home and/or at school. This category also includes those students who runaway from home. “Basic needs” includes food, shelter, and clothing. “Childcare” documented as a concern usually meant that parents were keeping older school-age children out of school to watch over younger children. This is most common in poorer homes where the parent or parents must work but cannot afford child-care. Staff reported that this also occurs in some families of recent Eastern European origin. While most of the top concerns documented by staff are the same as in Year 1. “Child’s behavior” and “parenting skills” were new among staffs’ top concerns.

Table 1. Top concerns documented by field staff

Rank of Concerns	Students (n=2,541)	
	#	%
Child’s behavior	752	29.6
Health	616	24.2
Basic needs	347	13.7
Child care	347	13.7
Lice	292	11.5
Mental Health	283	11.1
Moved	278	10.9
Parenting skills	257	10.1
School transfer	196	7.7
Language	174	6.8
Housing	144	5.7

Referrals to Culturally Specific Services Providers. When language or culturally related issues were a barrier to school attendance, outreach staff would refer families to in-house Culturally Specific Service Providers (CSSP). Some of these staff were from Oregon Council Hispanic Advancement (OCHA), International Refugee Center of Oregon (IRCO), Asian Family Center (AFC), or Native American Youth Association (NAYA), while others were employees of the county or family centers.

Culturally specific outreach staff provided essentially the same types of services as other outreach staff but in a culturally relevant context. Their level of involvement in a case varied from simple one-time translation of a letter to completely assuming responsibility for the case and providing all SAI-related services.

Approximately 223 students (4.4%) of students were referred to Culturally Specific Service Providers. This number is only approximate because though there is a code to document culturally specific services it does not distinguish whether those services were provided by SAI or an outside agency. Conversations with management and staff indicate that it is likely that the bulk of those referrals were to the in-house CSSPs. Another challenge to precisely determining the number of students with involvement from the CSSPs is the very fact that their involvement could range into providing one-time services such as translation or consultation and there was not a convenient method for lead staff to document such activities by their CSSP colleagues.

Referrals to non-SAI services. Field staff referred 12% (607) of students/families to services outside SAI. The five most common types of services/agencies that families were referred to are: Family Centers (38.6%), cultural services (15.3%), School-Based Health Center/Family Resource Center (13.7%), Lice Resource Center (13.2%), and education (12.5%). A referral to the Family Center was most often for: counseling, parental support, classes (anger management, parenting), drug & alcohol services, employment, basic needs, health insurance, tutoring or mentoring. A referral to cultural services could be as simple as a need for translation or something as involved as specialized health care. An education referral indicates referral for an individualized education plan (IEP) or special testing. The percentages do not add up to 100% because a student or family might receive multiple referrals based on their needs. Table 2 below displays the number and percentage of each referral that students or their families received. Six of the top 7 most common referrals were the same as in Year 1 of SAI.

Table 2. Top agencies or services referred to students or families

Referral Agencies	Student (n=607)	
	#	%
Family Center	234	38.6
Culture Services	93	15.3
SBHC/FRC	83	13.7
Lice Resource Center	80	13.2
Education	76	12.5
SCF	62	10.2
Police	31	5.1
Juvenile Court Counselor	18	3
AFS	17	2.8
OHP	16	2.6
Housing	10	1.6
Employment	6	1

Case Management Services

Profile of Families. Case management services are meant to address family issues and needs related to the student's attendance problems that are too great for outreach. Because a student's attendance is often reflective of the family situation, SAI case managers most often worked with parents and students. If necessary they would also work with siblings. During the 1999-00 school year, 796 people received case management services, representing 347 separate cases, including 32 carried over from the previous year. Case managers opened 315 new cases in 1999-00. Of 796 people served by case managers, 45% were students, 33% were parents, and 18% were siblings of the students. The remaining 4% were more distant relatives or foster parents. Of the 347 cases, 212 (61%) consisted of the student and family members, while 121 (35%) consisted of only the student. There was a small proportion of cases (4%) that actually did not involve the student—only the parent(s), sibling, and/or other family members were involved.

Profile of Students.

Demographic information was available for 323 of the 358 students in case management (90%). Of 323 students, 55% were female and 45% were male. Students of Hispanic origin were over-represented in case management compared to the overall population of referred students (23% vs. 14% overall). Conversely, African Americans and Caucasians in case management were under-represented compared to the overall SAI referral population (13% case management, 20% overall for African Americans and 52% vs. 56% respectively for Caucasians). This skew in ethnic distribution compared to the general population of referred students may be reflective of anecdotal observations of field staff that the Hispanic population was generally more receptive to case management services.

**Figure 15. Gender of students in case management
(n=323)**

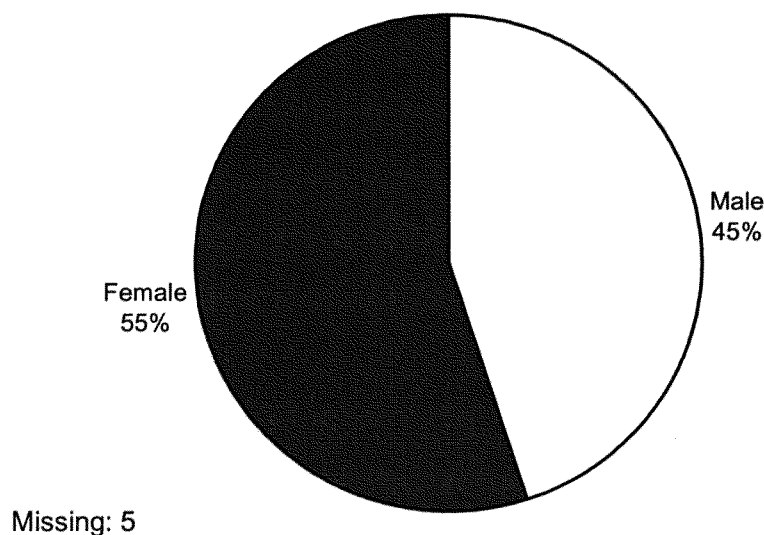
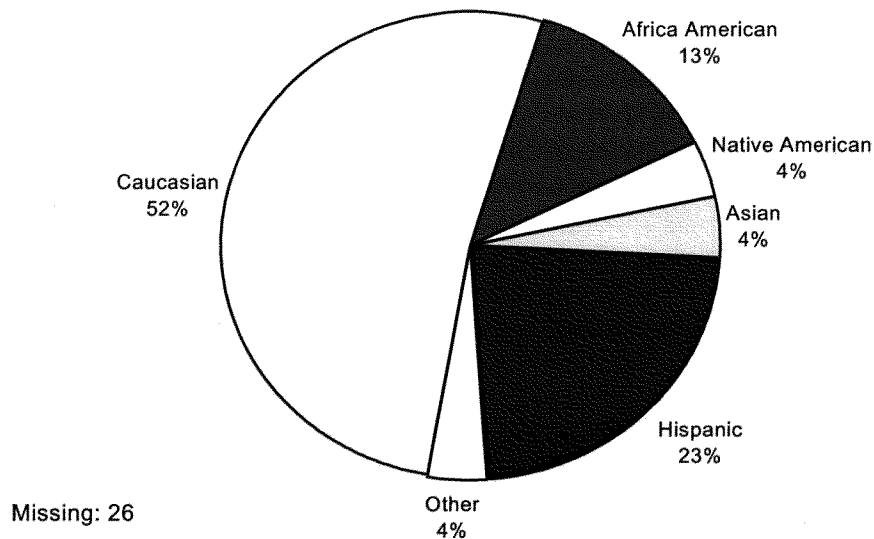
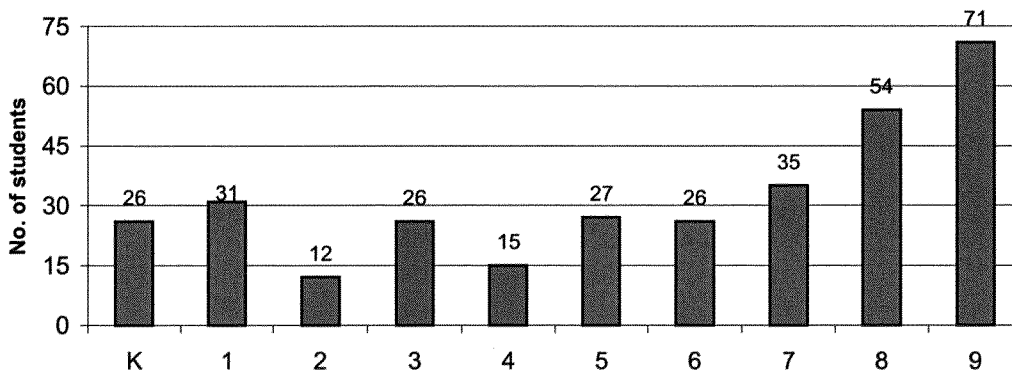


Figure 16. Race/Ethnicity of Students in Case Management (n=323)



As is true for the overall population of students referred to SAI, students referred to case management tend to come from the higher grades — about 58% were from 6th through 9th grade (figure 17). This is a substantially smaller percentage, though, than were referred from the higher grades in Year 1—70% of students in case management came from the higher grades in 1998-99.

Figure 17. Students in Case Management by Grade (n=323)



Students in case management were more likely to have been previously referred to SAI (25%) than non-case managed students (16%). This is not surprising given that the families referred to case management are those with the greatest difficulty getting their children to school, and were thus more likely to be referred to SAI over multiple years (figure 18). Students in case management were also over-represented in Juvenile Court records—36% of students in case management were involved with the juvenile justice system compared to 23% of referred students overall (figure 19).

Figure 18. % of students with previous referral

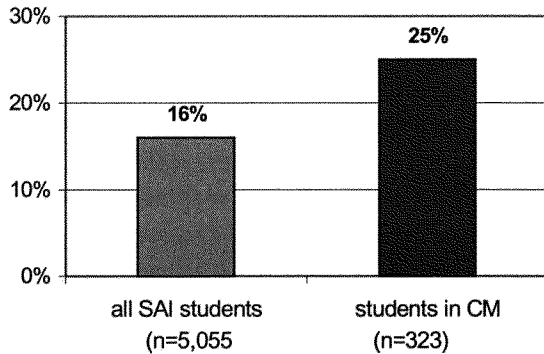
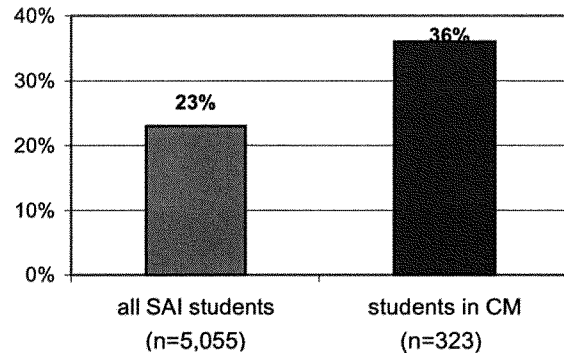


Figure 19. % of students with JIN record



Case management activities. Case managers provided a myriad of different services to families. Most commonly they: (1) provided general support and encouragement, gave support for a particular endeavor such as making and keeping an appointment to see a doctor, and helped families navigate the public service delivery system (“support”), (2) co-ordinated services from different agencies for the family, or advocated for the family with other agencies (“case co-ordination”), (3) evaluated conditions or problems encountered by families to prevent students from attending school (“needs assessment”), (4) formulated a specific strategic plan for the family to address the issues and needs identified (“case planning”), (5) worked with families to solve specific problems (“problem solving”) and (6) tried to locate and contact families (“client tracking”). The code for this last activity was added at the request of case managers near the end of Year 1 because they felt that they spent a substantial part of their time just trying to track families down. In 1999-00 case managers spent time tracking 56% of the families referred to SAI.

Table 3. Frequency distribution of case management activities and time spent on activities

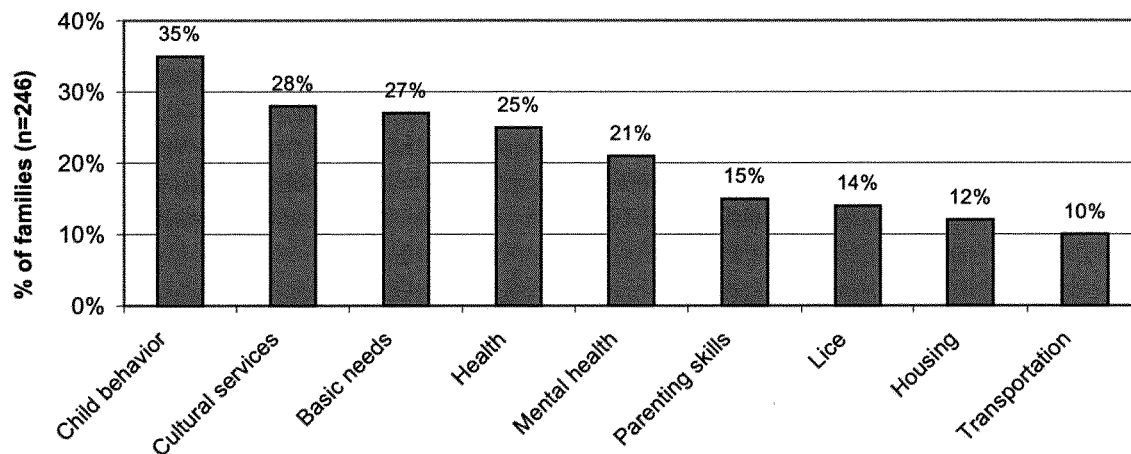
Case management activity	% of cases with activity (n=347)	% of time spent on activity (n=347)
Support	75%	34%
Case Coordination	57%	15%
Client Tracking	56%	9%
Needs Assessment	50%	5%
Problem Solving	40%	9%
Case Planning	38%	6%
Education	20%	7%
Crisis Intervention	18%	3%

Time spent on each type of activity. Case managers served 347 cases for a total of about 4,000 hours during 1999-00 school year. They spent 34% of their time providing support to families, followed by case-coordination (15%), client tracking and problem solving (9% respectively).

Time spent on each case. For cases that had activities documented, the average time staff spent on a case was 11.4 hours. This average was skewed by the presence of a few extreme values. In such cases the median is a statistic more reflective of reality. The median time spent on a case was 4.75 hours, indicating that 50% of the cases had times less than 4.75 and 50% had times greater than 4.75. The median time spent in Year 1 was 5.5 hours.

Concerns identified in case management families. Case managers documented specific concerns for 71% (246) of families in case management. The most common concerns identified were “child’s behavior” (35%), “cultural services” (28%), and “basic needs” (27%). Case managers identified concerns for more than 10% of families in areas such as parenting skills, transportation, health, and housing (figure 20).

Figure 20. Concerns identified in case managed families



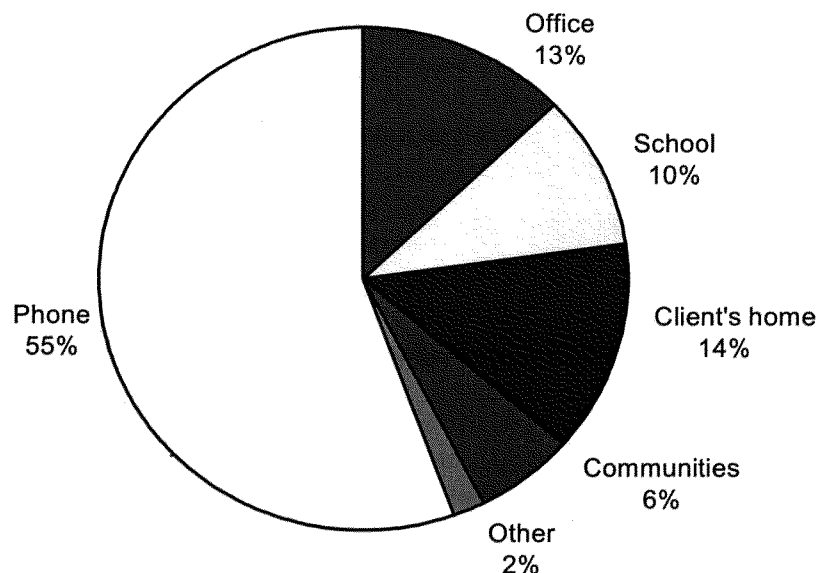
Referrals to additional services for case managed families. Of the 347 families, 161 (46%) were given a total of 296 referrals to services at agencies external to SAI. Referrals were most commonly made to Family Centers (55%), for education (34%), and cultural services (26%). The referrals to the Family Centers were mostly for housing (rental assistance and temporary housing), help with SSI,¹⁸ skill building, tutoring services, and assistance with getting a Green Card. There were quite a few families that were also referred to SCF and the Lice Resource Center. There was a substantial increase in the percentage of referrals to cultural services from Year 1 to Year 2 — during 1998-99 school year 15% of referred families were directed toward cultural services compared to 26% in 1999-00.

Site where case management activities took place. The majority of activities (55%) took place over the phone, followed by 14% in the client’s home, 13% in the case manager’s office, and

¹⁸ Supplemental Security Income

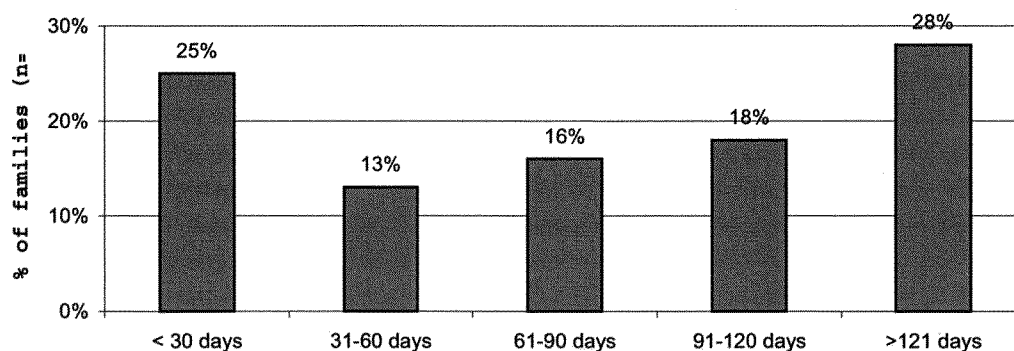
10% at the school. Most commonly case managers used the telephone to locate clients, provide support to clients, and to co-ordinate the case with other agencies.

Figure 21. Site of case management activities (n=347)



Length of time families were in case management. About 60% of cases opened in 1999-00 school year were closed by the end of June 2000. This was an increase over Year 1 of SAI in which only about a third of all cases were closed by the end of the year. In Year 2, families were in case management longer on average than in Year 1 (84 and 63 days respectively). About 46% of cases were open longer than 90 days (figure 22).

Figure 22. Time spent on case management



Reasons for closing case managed cases. Case managers closed cases for a broad range of reasons. The two most common reasons case managers documented for closing a case were (1) the case managers judged that the problems of the family had been addressed (“problem addressed, 29%) and (2) the client was satisfied with the outcome of case management services (“client satisfied”, 27%)(see table 4). However, about 13% of cases closed because it was clear to staff that either (1) case management wasn’t helping the family or (2) the staff had exhausted all resources available through SAI (“end of resources”). A small percentage of cases (5%) were closed because case managers were not able to contact the family (“no contact”).¹⁹

Table 4. Reasons for case management termination

Reason	% of cases (n=209)
Problem addressed	29%
Client satisfied	27%
End of resources	13%
No contact/not complete	5%
Transfer to other SAI team	3%
Client dissatisfied	1%
Other	22%
Total	100%

About a fifth (22%) of cases were closed for “other” reasons—this usually meant that the family no longer qualified for case management services because: (1) the student had been adjudicated, (2) the student was too old (over 15), (3) the student transferred to an alternative school, or (4) the family moved out of the county.

¹⁹ Anecdotally, staff have discussed that some families will initially agree to case management services but then evade case managers’ attempts to make contact. Staff believe that the family’s initial agreement was an attempt to mollify SAI staff concerns.

Outcome Evaluation

Pre-Post Intervention Changes in Attendance

Method. We assessed the impact of SAI intervention on attendance by comparing students' attendance before initial contact by SAI with attendance after initial contact. The attendance data were provided by the school districts via computer download. Generally, we compared the attendance during the 45 school days before first contact with the 45 school days after the first contact. These 45 school day periods do not include holidays, vacations, or other non-school days or days when a student was temporarily withdrawn or suspended from school. Many students were not included in the analysis because they did not have 45 school days before and/or after the first contact. There were 4 reasons for this occurring: (1) contact by SAI was within 45 school days of the beginning or end of the school year, (2) the student transferred from another school district, or (3) enrolled in school late in the year, or (4) withdrew early from school. For students with insufficient data to compare 45 school days before and after first contact we compared attendance from the 30 school days before and after the first contact, if it was available. A paired-samples t-test was conducted to determine if the pre-contact attendance was statistically different from the post-contact attendance.

In summary, students were included in the attendance outcome analysis if: (1) they had attendance data for at least 30 school days before and after contact, (2) they or their families were contacted by SAI field staff, and (3) they had at least 3 days of absence in the 20 school days prior to referral. Of the 5,055 students referred to SAI, 1,713 (34%) students were eligible for the 45 days analysis, and an additional 511 (10%) students were eligible for the 30 days analysis.

Changes in average attendance before and after first contact by SAI. There were 1,713 students who were eligible for 45 days analysis. They were absent on average 11.3 days before the first contact and 7.7 days after first contact (figure 23). The difference between the before and after contact absences is 3.6 days and is statistically significant ($p < .001$). Expressed as percent attendance, the before and after contact absence rates correspond to 75% attendance before contact and 83% attendance after contact (figure 24).

Figure 23. Average absences in 45 school days pre- and post-contact (n=1,713)

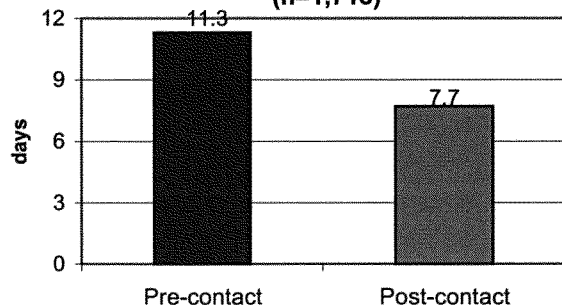
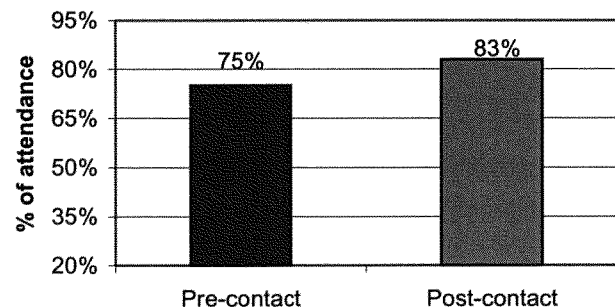


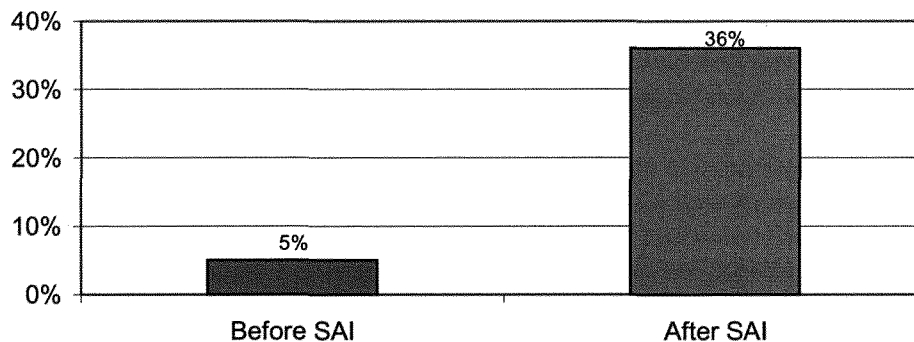
Figure 24. Average attendance in 45 school days pre- and post-contact (n=1,713)



There is statistically significant ($p<.001$) difference of 8 percentile points between these two rates. The increase from 75% attendance before contact to 83% attendance after contact corresponds to an average 11% rate of improvement in attendance.²⁰

Changes in the percentage of students at 90% school attendance during 45 days before and after contact. During the planning stages of SAI prior to full implementation in 1998-99, school principals agreed that 90% attendance was a good and reasonable goal for all students. Using this standard to measure the proportion of SAI students who were 'adequately' attending school, we found that the percentage of SAI students who attended school 90% of the time or more increased from only 5% on average before contact to 36% on average after contact. Since on average student attendance improved from 75% to 83%, students on average are more than 50% of their way to the goal of 90% attendance. These results are consistent with the gains in attendance seen as a result of SAI intervention during the first year (1998-99).

**Figure 25. Students meeting 90% attendance standard
(n=1,713)**



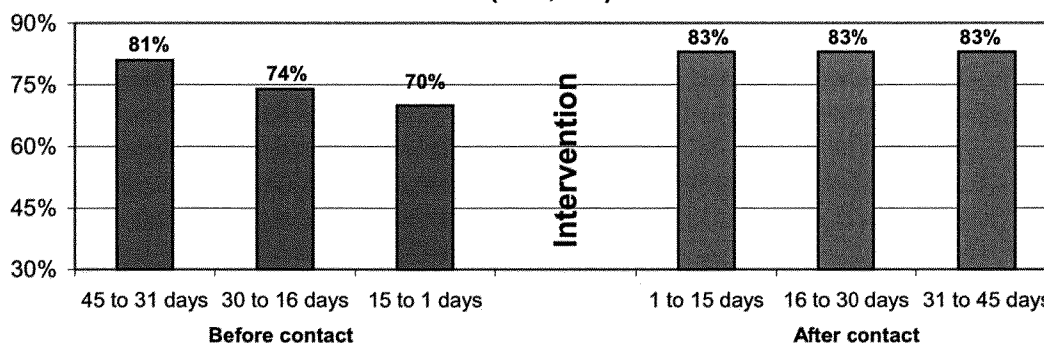
Changes in average attendance during 15 day increments before and after the first contact. To get a more refined view of the changes in attendance patterns that are happening before and after contact with SAI, we divided both the 45 day period before first contact and the 45 day period after first contact into three 15 day increments each. Figure 26 shows the attendance rates in those 15 day increments. Figure 26 is a timeline of attendance with each vertical bar representing the same group of students at different time points: 1-15 school days, 16-30 school days, and 31 to 45 school days.

We see attendance before SAI contact slipping downward from 81% in 45-31 days before contact, to 74% in 30-16 days before contact, then 70% during the last 3 weeks (15-1 days) before SAI intervention. Average attendance rate increased to 83% in the first 15 days following initial contact, and remained stable at 83% for at least 45 days following first contact. What this means for the average student is that their attendance starts out okay but slips steadily downward until SAI contacts their family. After contact with SAI the student's attendance jumps to the level it was at nearer to the beginning of school and remains stable at about 83% attendance. This

²⁰ That is 0.08 (8%) divided by 0.75 (75%) equals 0.107 or 10.7%.

pattern is consistent with the results obtained in the first year of SAI. This suggests that the positive effect of the intervention is stable over time.

Figure 26. Attendance rates over time before and after first contact (n=1,713)



Changes in average attendance during the 30 school days before and after the first contact. Though some students did not have enough school days before and after the first contact to be included in the 45 days analysis, they did have enough days to warrant a separate analysis. Five hundred and eleven (511) students did have 30 days of school before and after first contact. These students showed a very similar pattern of improvement in attendance as the students with 45 school days. On average they missed 8.6 days in the 30 days of school before the intervention, and 6.1 days in the 30 days after intervention (figures 27 and 28). This corresponds to a statistically significant 13% rate of improvement in attendance ($p < .001$). Five percent of these students were attending at the 90% standard before intervention, while after intervention 37% were attending at the 90% standard.

Figure 27. Average absences in 30 school days pre- and post-contact (n=511)

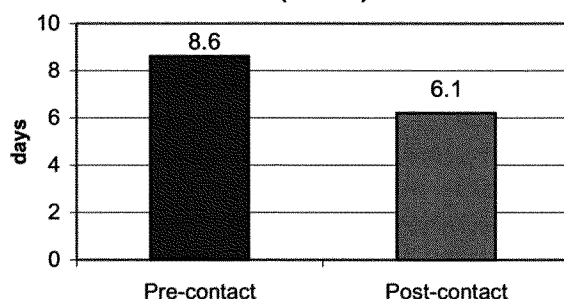
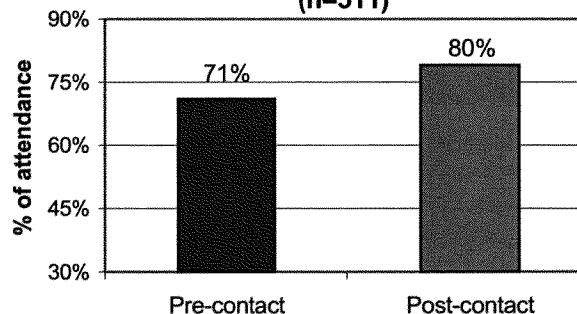


Figure 28. Average attendance in 30 school days pre- and post-contact (n=511)



Limitations on generalizing SAI outcomes to all referred students. Only a portion of all students was included in the analysis of attendance data. A student must have been contacted by staff; had a certain number of pre-referral absences (per SAI policies and procedures); and have attendance data available. What can we say about those students who were contacted but not

included in the analysis? Can we generalize the results of the outcomes analysis to all students that were contacted by SAI? What are the limitations to making generalizations? To answer these questions we need to examine the reasons for excluding contacted students and whether we should suspect their association with particular patterns of attendance. To be included in the outcomes analysis a student's data had to meet these criteria:

- 1) Attendance data was available
- 2) Attendance data was complete for at least 30 days before and after intervention.

Only students who had at least 30 school days of contiguous attendance data both before and after intervention were included in the outcome analysis. Why would students not have these attendance data? If students were contacted by SAI staff early in the school year (prior to 30 days after school started) then those students would not have an adequate amount of attendance data to conduct a reasonable analysis. The same is true for those students contacted within 30 school days of the end of school. There is no reason to suspect that these students have attendance patterns different from students included in the analysis. Another group of students who did not have complete attendance data were those who transferred, moved, withdrew or were expelled. There is reason to believe that these students' attendance is associated with moving, transferring, withdrawing, and being expelled. Those students who withdraw or are expelled are not likely to have good attendance. We know from the results of the Truancy Diversion Project and the Multnomah County Student Mobility Study that students who move a lot or transfer schools are not likely to attend school well. Attendance of students in these 2 groups is not likely to be comparable to students included in the analysis. We need to exercise caution when generalizing the results of the attendance analysis to all students contacted by SAI.

Factors Associated with Improved Attendance

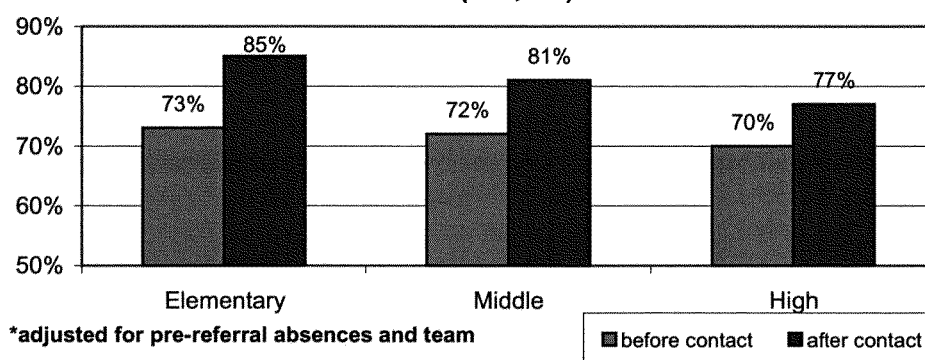
There are myriad ways that students referred to SAI can differ from each other—their pre-referral attendance patterns, race, gender, their team assignments, their involvement with the juvenile justice system, and so forth. In any analysis of intervention effects on attendance patterns it is incumbent upon us to analyze these other characteristics of students for any association with changes in attendance, essentially addressing the question of whether or not any of these other factors contribute to the variation in attendance.

Method. We analyzed students with at least 45 days each of pre and post contact attendance data (n=1,713) looking for factors that could be associated with the level of improvement in post-contact attendance. Among the independent variables included in the analysis were: gender, ethnicity, grade (collapsed into 3 school levels), team, number of pre-referral absences, case management status, juvenile justice involvement, and prior referral to SAI. Each of these variables could logically be associated with improvements in attendance. The analysis of factors associated with changes in attendance was conducted using a repeated measures general linear model (GLM) design. Estimated marginal means (means that were adjusted for the other

variables in the model) derived from the repeated measures GLM are reported.²¹ Variables with a $p < 0.05$ were considered statistically significant.

Association of attendance and school level. Although attendance of students in all grades improved, results indicate that students in the early grades tend to show greater improvement in attendance after contact from SAI than students in later grades (figure 29). Students in elementary school grades improved more (73% to 85%) than those in middle school (72% to 81%) or high school (70% to 77%). These results were adjusted to account for any influence of pre-referral absences or team ($p < .001$) suggesting that these changes in attendance are truly associated with school level. The fact that SAI is more effective with younger students implies that students in the later grades may need a different style of intervention. Field staff observed that students in earlier grades deal with different issues than students in later grades. Elementary school students are more likely to have more family-related problems like health issues, lice infestations and transportation challenges. Middle school and 9th grade students are more likely to have peer-related or behavioral issues such as running away, “hanging out” with peers rather than attending school, substance abuse, and criminal activity.

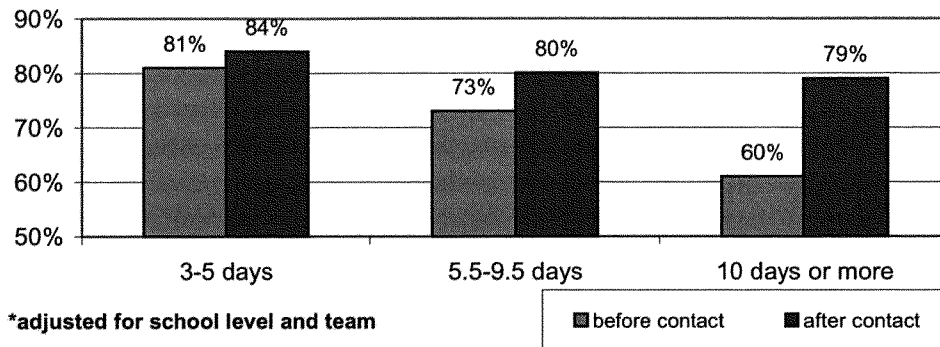
Figure 29. Attendance before and after first contact by school level (n=1,713)



Association of attendance and pre-referral absences. Students vary in the number of days they are absent prior to referral. The number of absences prior to referral is associated with the rate of improvement after referral. The attendance of students absent 10 or more days prior to referral to SAI improved significantly more (60% to 79%) than the attendance of students with fewer pre-referral absences ($p < .001$) (see figure 30). Despite showing the greatest improvement in attendance after intervention, students with the highest number of pre-referral absences were still not attending as often as students who had fewer pre-referral absences (79% and 84% respectively) (figure 30). These results were adjusted for the influence of team and school level. This pattern suggests that the more entrenched the non-attendance behavior becomes, the more it resists change.

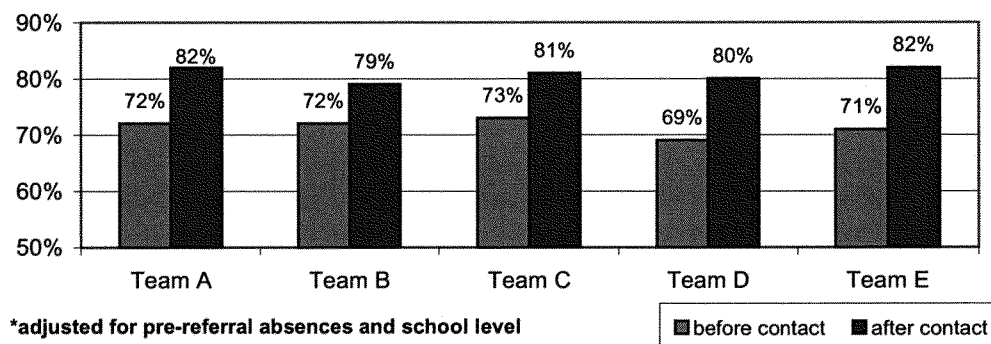
²¹ “Adjusted” or “controlled” variables are held constant while the variable of interest is analyzed for its unique association with the dependent variable separate from the association it may share with the other independent variables.

Figure 30. Attendance before and after first contact by pre-referral absences* (n=1,713)



Association of attendance and team. “Team” corresponds to 5 different geographic regions in the county. Each team varies from all other teams in terms of: (a) the population density of their area, (b) the number of years of field experience of the staff on that team, (c) the socio-economic status of the people living in that area, (d) staff roles, and (e) style of outreach. It is easy to see how a number of these features of “team” could be associated with improvements in attendance. For team the rates of improvement in attendance ranged from 9.7% to 15.9%. After adjusting for pre-referral absences and school level, differences in attendance improvement were significantly associated with team ($p<.05$).

Figure 31. Attendance before and after first contact by team (n=1,713)



Association of attendance and juvenile justice involvement or prior referral. On average, all students improved their attendance after SAI contact. Students who were not referred to SAI in previous years or not involved with the juvenile justice system, however, improved more than students with a prior referral to SAI or to the juvenile justice system ($p < .05$) (figures 32 and 33). Both of these variables were adjusted for any association of team, school level, or pre-referral absences.

Figure 32. Attendance before and after first contact by prior referral* (n=1,713)

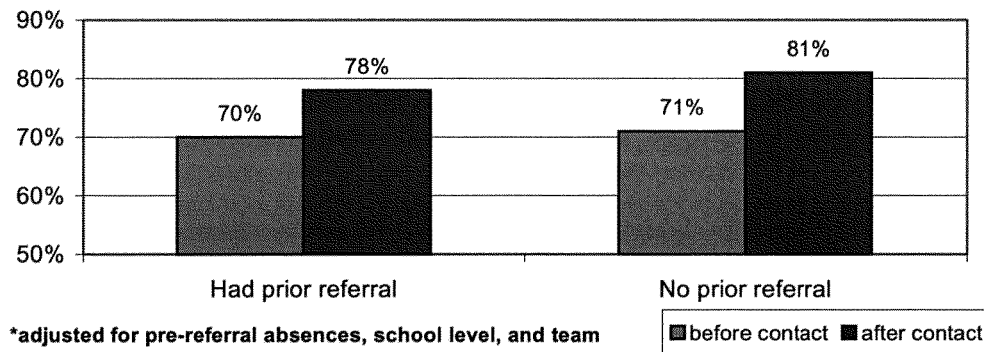
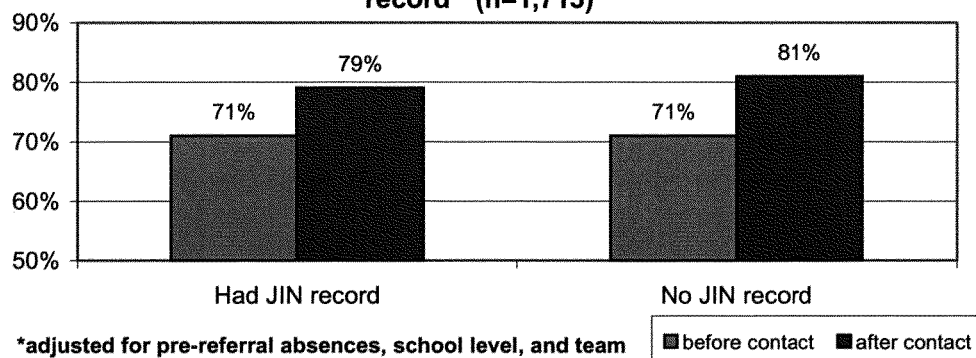


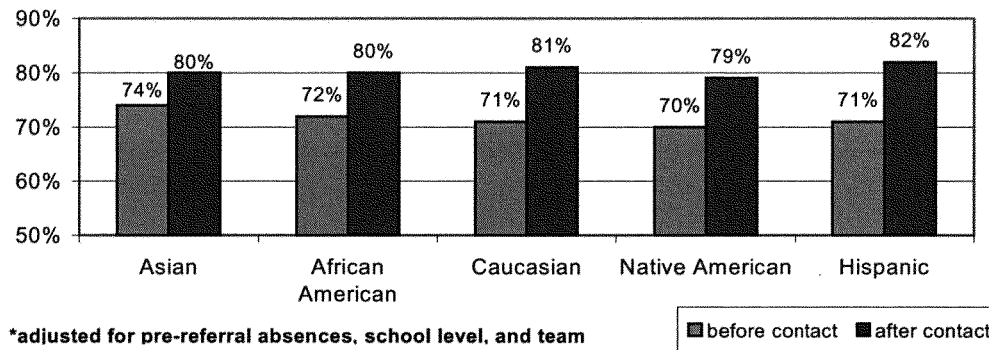
Figure 33. Attendance before and after first contact by JIN record* (n=1,713)



Association of attendance and gender or ethnicity. Gender was not associated with improvements in attendance. Ethnicity, however, was associated with changes in attendance. Hispanic students' attendance improved significantly more and ended higher than attendance of students in other minority groups ($p < .05$).²² Analysis of both gender and race/ethnicity was adjusted for pre-referral absences, school level, and team.

²² Hispanic attendance was not significantly different from Caucasian attendance.

Figure 34. Attendance before and after first contact by race/ethnicity (n=1,713)



Association of attendance and case management status. Case management was a factor associated with attendance—generally students were transferred to case management precisely because their problems were much more entrenched and severe than most students referred to SAI. Their attendance followed suite—students in case management had poorer attendance before and after SAI intervention (69% to 75%) than students not in case management (72% to 81%).²³

We cannot conclude from these results that case management is not effective because: (1) case management services may not have even started within the 45 days after initial SAI contact, (2) given the severe needs of families, it is unlikely that case management services can effect a quick change in attendance behavior, and (3) though attendance is our primary measure of outcome, it may simply not be sensitive enough to measure other positive changes occurring within the family as a result of case management. We address this last point in the section “Future Directions.”

In summary, several factors that describe students (ethnicity, grade, case management, number of pre-referral absences, team) are associated with improvement in attendance.

Changes in Attendance with or without SAI Intervention

We have effectively demonstrated that students’ attendance significantly improves after intervention by SAI. Is this improvement a direct result of SAI contact? There are reasons that a student’s attendance might improve on its own without the assistance of SAI staff. Parents, teachers, counselors, or others are likely to have worked with the student outside the context of SAI. It is plausible that attendance improved as a result of these influences. Student’s poor attendance may have resulted from illness, so that as soon as the child got well they returned to school. In the context of SAI, recovery from illness is a possible but unlikely reason for

²³ Adjusted for pre-referral absences, team, and school level.

improved attendance because eligible students were specifically screened prior to referral for situations such as illness and vacation.

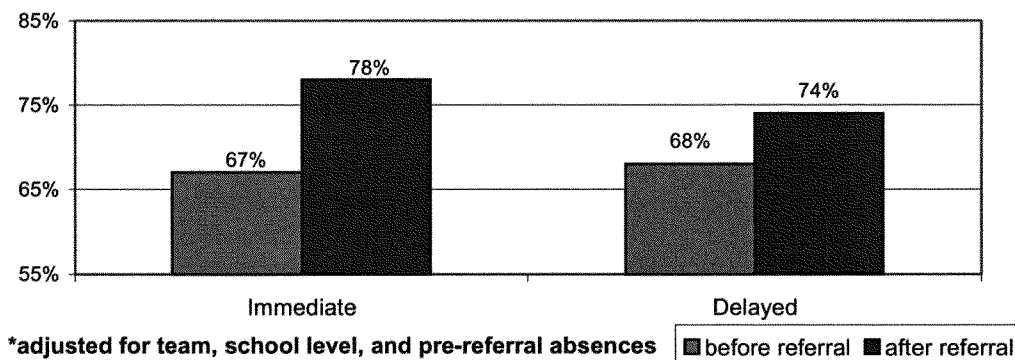
Since a behavior (poor attendance) that is extreme (compared to the behavior of most students most of the time) is the signature requirement for referral to SAI, there is the possibility that improved attendance is simply a return to a more natural condition of average attendance and doesn't have anything to do with the intervention of SAI. A student, for example, may normally attend school well, but because of some unusual events in her life, her attendance slips. Consequently the student would be referred to SAI. After being contacted by SAI, her attendance improves. Was the improvement in the student's attendance a result of SAI intervention or would it have simply returned to normal on its own? Fortunately, there is a way to address this question.

Immediate vs. Delayed Intervention Groups: comparison of attendance improvement.

To examine whether the observed improvement in students' attendance was due to the contact from SAI staff and not other factors, we compared the attendance of students who were contacted 30 days after being referred to SAI (delayed intervention group), with attendance of students who received contact within two days of being referred to SAI (immediate intervention group)²⁴. Changes in attendance in the 30 days before and after referral²⁵ were compared to see if students who had not yet been contacted in the 30 days after referral showed the same level of improvement as those contacted immediately after referral. If it is true that non-SAI factors are responsible for the improvement in attendance then the post referral attendance of the delayed intervention group should be the same as the post referral/post contact²⁶ attendance of the immediate intervention group, because the only difference between these two groups was the timing of the SAI intervention.

While attendance improved for both groups in the 30 days after referral, attendance improved significantly more ($p < .05$) for students who received an immediate contact (67% to 78%) than for those who received first contact more than 30 days after referral (68% to 74%). Attendance

Figure 35. Attendance rate in 30 school days before and after referral* (n=791)



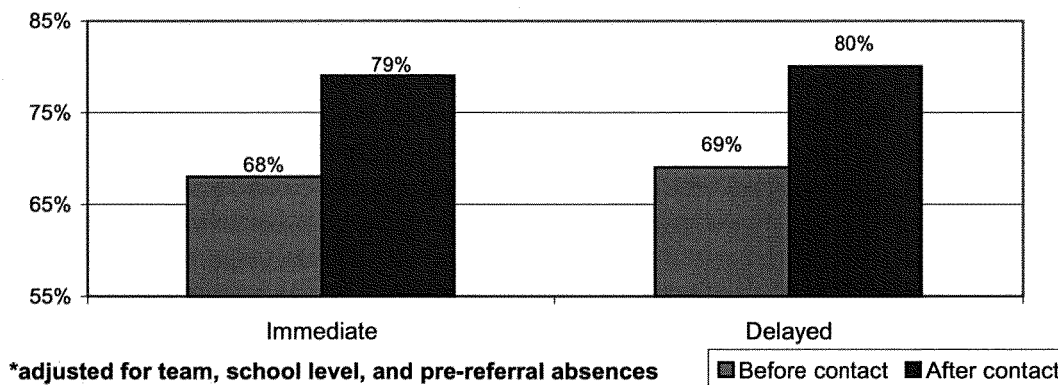
²⁴ Students were not randomly assigned to these groups—they were placed in these groups after the fact.

²⁵ Adjusted for grade level, team, and pre-referral absences.

for the immediate intervention group improved by 16.4%, while the improvement rate for the delayed intervention group was only 8.8% (figure 35). These results were adjusted for grade level, team, and pre-referral absences. Thus, SAI intervention is responsible for a statistically significant proportion of the observed improvement in attendance. These results are consistent with observations made in Year 1 of SAI.

What does attendance for the delayed intervention group look like after they were contacted? Post contact improvements in attendance were comparable for both groups. Post contact attendance for the delayed intervention group improved by 15.9% (69% pre-contact to 80% post contact). There is no significant difference in post-contact attendance between the 2 groups.²⁷ These results suggest that a 30 day delay in intervention after referral does not blunt the effectiveness of the program to improve attendance.

Figure 36. Attendance rate in 30 school days before and after first contact* (n=791)



Immediate vs. Delayed Intervention: Changes in the percentage of students attending 90% of the time. If we apply the 90% standard for adequate attendance to this comparison of Immediate vs. Delayed Intervention, we see that in the Immediate Intervention group, the percentage of students who attended school 90% of the time rose from 2% in the 30 days before contact to 42% after SAI staff contact. Among the Delayed Intervention group, 3% attended school 90% of the time before referral, 29% after referral but before contact with the SAI staff, while 37% attained 90% attendance in the 30 days after contact with SAI staff.

One cautionary note — the validity of this comparison rests on the assumption that the decision by field staff to intervene immediately or postpone intervention was based merely on the size of their case load and not on any inherent characteristic of the student. That is, for the comparison of attendance rates to be valid, the timing of the intervention should be the only meaningful difference between students in the Delayed Intervention and Immediate Intervention groups. Although several variables (team, grade level, and pre-referral absences) were adjusted while comparing attendance improvements between the two groups, the assumption that students who

²⁶ For the immediate intervention group the post referral period is essentially the same as the post contact period.

²⁷ Adjusted for pre-referral absences, team, and school level.

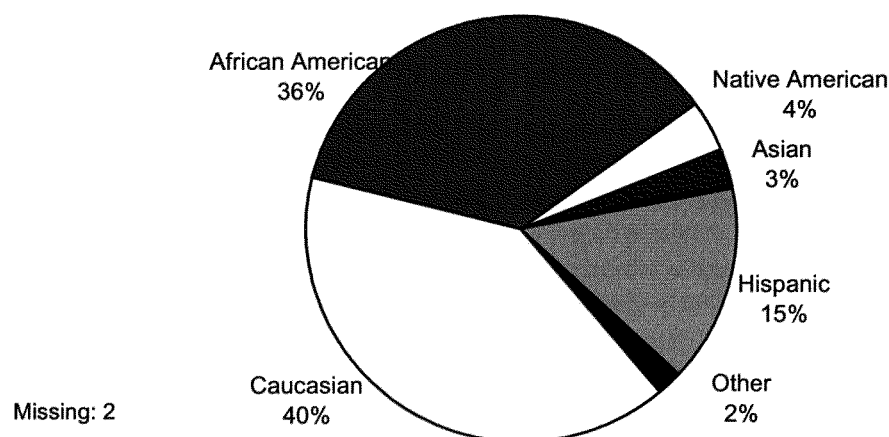
received an immediate intervention did not differ in any significant way from students who received a delayed intervention cannot be fully tested.

Pre-Post Intervention Changes in Academic Achievement

Attendance of students referred to the School Attendance Initiative improves after intervention by SAI. What happened to students once they returned to the classroom? Did students' academic standing change after intervention? To begin to address these questions we examined data from a student report card piloted by Portland Public Schools. The report card was implemented on a voluntary basis in 28 schools. We obtained the student report card data for the 179 SAI students who attended 11 of the participating elementary schools and 2 of the middle schools during the 1999-2000 school year.

Ethnic Profile of Students. The ethnic profile of the students for whom there was achievement data was different from the general population of referred students. African-Americans, comprising 36% of students with achievement data, were over-represented compared to the general population of SAI students (20%). The percentages of Hispanics, Native-Americans, and Asians were about the same as found in the overall population of SAI referred students. Caucasians (40%), were under-represented compared to the overall population of SAI referred students (56% in overall SAI).

Figure. 37 Race/ethnicity distribution of achievement sample (n=179)



Method for analysis. There are some features of the pilot student report card data and methodological challenges that are important to understand:

- **Teacher ratings.** The “grades” on the student report cards are not grades per se, but represent teacher subjective ratings on the student’s ability to apply grade level appropriate concepts and skills relative to what is expected at that grade level. The categories used are: “Not yet meeting expectations,” “Close to meeting expectations,” “Meets expectations,” and

“Exceeds expectations.” For the sake of simplicity these 4 categories were collapsed into 2 categories for some analyses (“Meeting Expectations” and “Not Meeting Expectations”).

- **Grading schedules vary.** Schools vary in their grading schedule—most are on a quarter system, but a few are on a trimester system. This effects which grading periods can be used for analysis.
- **Comparing grading periods.** For assessing whether SAI contact was associated with improvement in academic ratings we compared teacher ratings of students before first contact by SAI with those made after contact.

Students on a trimester grading schedule could have been contacted in any of trimesters 1, 2 or 3. Since our intention was to compare achievement ratings pre-SAI intervention with ratings post-intervention, we compared trimester 1 ratings with trimester 3 ratings, but only for those students contacted in trimester 2. Students without a first contact in trimester 2 were not included in the analysis.

Students on a quarter grading schedule could have been contacted by SAI in any of four quarters. According to Portland Public Schools staff grades given in quarters 1 and 3 are not as indicative of overall student performance as those grades given in either quarter 2 or quarter 4. We heeded this advice and used only ratings made in quarters 2 and 4. The analysis of the quarter system ratings compared quarter 2 ratings with quarter 4 ratings for students first contacted in either quarter 2 or quarter 3.²⁸

- **Subject areas.** The pilot student report card records teacher ratings (grades) on numerous subject areas. However, students varied considerably in the number of subject areas for which they had ratings. There were two subject areas for which nearly every student had grade data: math and reading/language. We used these subject areas in our analysis.
- **Pooling results.** The trimester analysis results were pooled with the quarter system analysis results.

Changes in Academic Achievement. In math 16% (n=14) of students improved from below grade level expectations to meeting or exceeding expectations (total n=87). Ninety-seven percent of the remaining 73 students showed no change in expectation rating.

In the reading subject area the change was even more pronounced: 29% of students (n=25) improved from below grade level to meeting or exceeding grade level expectations (total n=87). Ninety-seven percent of the remaining 62 students showed no change in expectation ratings.

The results are also encouraging if we expand our scope to look not just at the students who improved but at the total number of students meeting or not meeting expectations (figures 38 and 39). Before SAI intervention 31% of students were meeting (or exceeding) grade level expectations in math; after intervention that percentage increased to 44% (n=27 and 38

²⁸ See Appendix 4 for a more detailed discussion of the selection process for rating comparisons.

respectively). In the reading subject area 31% of students were meeting (or exceeding) grade level expectations before SAI intervention, while 56% were meeting the expectations after SAI intervention (n= 27 and 49 respectively). While our sample size is small and limits generalizing these results to all students referred to SAI, they suggest that intervention by SAI may positively affects students' academic achievement.

Figure 38. % Meeting reading expectation (n=87)

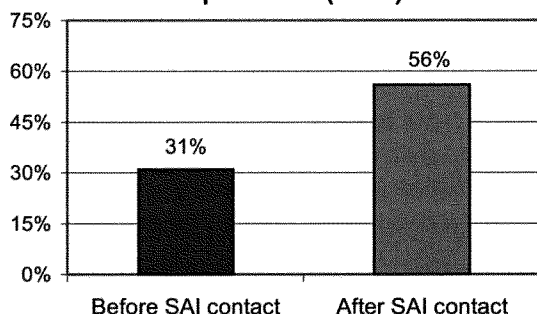
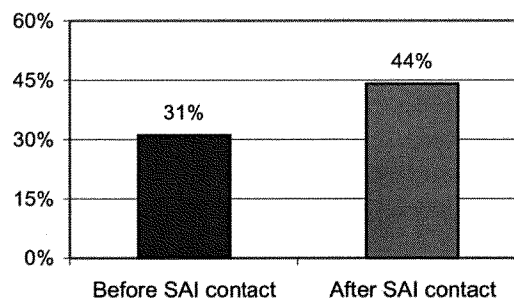
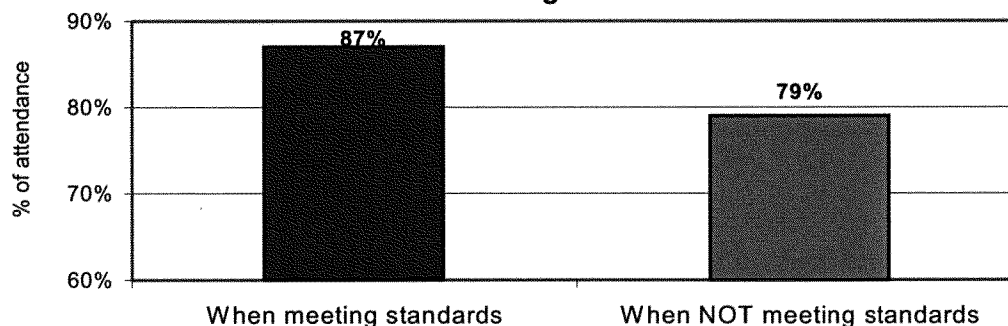


Figure 39. % Meeting math expectation (n=87)



The results showing positive changes in academic achievement led us to ask the broader question: Is meeting grade level expectations associated with a certain threshold of attendance? To answer this question, we grouped students' individual ratings into either of two categories: meeting or not meeting grade level expectations. We then looked at the association of attendance with those ratings. When students were not meeting grade level standards, they were attending school, on average, 78.8% of the time. On the other hand, when students were meeting standards they were attending school, on average, 87.0% of the time (figure 40). This difference lends support to the argument that academic achievement is directly linked to attendance. While the small sample size limits generalization to the larger population of referred students, this observation bolsters the conclusion that intervention by SAI staff may positively effect students' school performance as well as attendance.

Figure 40. Attendance of students when meeting or not meeting standards



Summary of Findings

The results of this analysis of Year 2 of SAI are generally consistent with the findings from Year 1.

1. Of the 5,055 students referred during Year 2:

- 52% were girls and 42% were people of color;
- 52% were from grades K through 5, and 48% were from grades 6 through 9;
- 6% were referred to SAI case management;
- 10% had prior contact with the Juvenile Justice system as dependents and 13% as delinquents;
- 16% were also referred to SAI Year 1.

During Year 2, SAI field staff made a tremendous effort to reach students and families:

- 73% of referred students received at least one contact; staff attempted contact on most of the remaining students;
- 2,755 home visits were made to 1,957 students and families;
- 43% of students and families were contacted within 7 days of referral;
- 347 cases were transferred to case management and 796 students and family members received case management services;
- 34% of 4,000 case management hours were spent supporting students and families.

Based on data from 1,713 students for whom attendance information was available for 45 school days before and after first intervention:

- The average attendance rate in 45 school days improved by 11%—from 75% before to 83% after first intervention;
- The percentage of referred students meeting the standard of 90% attendance increased from 5% before intervention to 36% after intervention.
- Improvements in attendance are stable over time — attendance dramatically improved immediately after intervention (70% to 83%) and remained at 83% over the 45 days after first contact.
- Students in grades K-5 showed the greatest improvement as well as the highest attendance rate after first intervention, compared to students in grades 6-9;
- Students with the worst attendance prior to first intervention showed the greatest improvement after first intervention (60% to 79%), although their post-intervention attendance (79%) was still lower than the post intervention attendance of students with the best pre-intervention attendance (84%);
- Student with prior referral to SAI or involvement in the juvenile justice system showed less improvement after intervention, compared to those without prior referral or JIN records; and
- Case managed students had more severe attendance problems than non-case managed students. Their attendance improved less than the attendance of students who were not in case management.

Future Studies

Student Achievement

Do students that return to the classroom as a result of intervention by SAI staff actually improve their academic performance? In this report we have discussed the improved academic achievement of a small sample of students referred to SAI. This analysis was based on a student report card piloted by Portland Public Schools in a few selected elementary and middle schools. Though the sample is small, the results are quite encouraging — a substantial proportion of the students improved their academic standing over the course of SAI intervention. Given these promising results, we think it is worthwhile to pursue this question further. We would like to answer another important question: How does the academic achievement of students referred to SAI compare to students who were not referred to SAI? We hope to explore this question using data on both referred and non-referred students for the 2000-2001 school year.

We are pursuing other data as well. Portland Public School (PPS) middle school students receive grades. We have spoken with PPS evaluation personnel about using 2000-2001 data from all PPS middle schools to explore the effect SAI may have on student academic achievement. Portland Public Schools may implement the student report card piloted in 1999-00 across the district. Data from these report cards would be helpful in pursuing an answer to the question of whether SAI positively effects student achievement.

Outreach Contact Cost-Effectiveness: Which outreach strategy is the most cost-effective?

Outreach staff contact students and families by phone and/or by a face-to-face visit. The SAI outreach is comprised of 5 different field teams. The teams vary widely in experience of staff, client demographics, and geographic density of clients. Teams vary considerably in their choice of outreach strategy as well. One team prefers to conduct almost entirely home visits while another prefers the telephone as a first intervention. While staff have their reasons for choosing one method over another, additional information is needed to determine how staff decide which strategy to employ and whether or not those decisions are consistently applied.

A cursory analysis of 1999-00 data requested by program management showed that there was no difference in post-intervention attendance between those students who received only a phone call and students who received only a face-to-face contact. This begged the question: what use was a home visit if a phone call was just as effective? The assumption being that home visits are more costly. At the request of the Multnomah County Board of Commissioners, we have tried to answer this question.

For a period of approximately 6 weeks during the fall and winter of 2000-2001, students were randomly assigned to one of 2 groups: (1) phone call only strategy or (2) face-to-face visit only strategy. The assigned strategy was used for the first contact only. After first contact, the method of future contacts was at the discretion of staff. This was a reasonable design for two

reasons: (1) field staff maintained that restriction of their choice of method of contact would hinder services to families; restricting the study to the first contact only seemed a good way to minimize impact on services to families, and (2) from previous years' results we knew that the majority of students only needed one contact to return them to school.

Staff collected data on the length of time it took them to interact with families as well their travel time. When we receive attendance data in July 2001, we will be able to compare the investment of time for each contact group as well as attendance outcomes.

Strengths-Based Case Management: Is Strengths-Based Case Management being implemented as planned? Does it make a difference in student and family behavior?

Over the course of the 1999-00 school year all SAI staff received extensive training in strengths-based approaches to outreach and case management. This year (2000-2001) staff have begun applying their training in the field.

To examine the implementation of strengths-based methods in SAI case management, we worked with case management staff to create an instrument designed to collect data on case manager's activities with families. We modeled this instrument after those used in Multi-Systemic Therapy. The instrument allows staff to create short and long-term goals with families, monitor the progress on those goals and assess whether those goals have been attained.

There is an additional advantage to this instrument. Families in case management tend to be those that are struggling most to cope with life. Student attendance is often the least of their priorities. This being the case, attendance is an insensitive measure of any influence that staff may have with families. This instrument will allow us a more detailed look at what staff are doing, and what effect they are having on family behavior.

Currently case management staff are collecting data using this instrument. We will have ongoing conversations with staff as they use the instrument. Over the course of spring and summer 2001 we will modify the instrument as needed. We hope to begin a full-scale analysis with the modified instrument beginning in the fall of 2001.

Longitudinal Study: Are student gains in attendance and achievement retained over several years?

The SAI is in the middle of its third year of working with families across Multnomah County. Evaluation has shown that SAI intervention consistently improves the attendance of referred students. We also know that a substantial proportion of students are chronically re-referred to the project. Now more interesting questions arise: What is the profile of this population of chronically re-referred students? How do chronically referred students compare to students who are referred only once to the SAI? When compared over multiple years, is the number of pre-referral absences decreasing? What is the natural history of students referred only once to SAI compared to those who are referred multiple times? What is the involvement of these students in the criminal justice system? Does SAI have long-term effects on achievement?

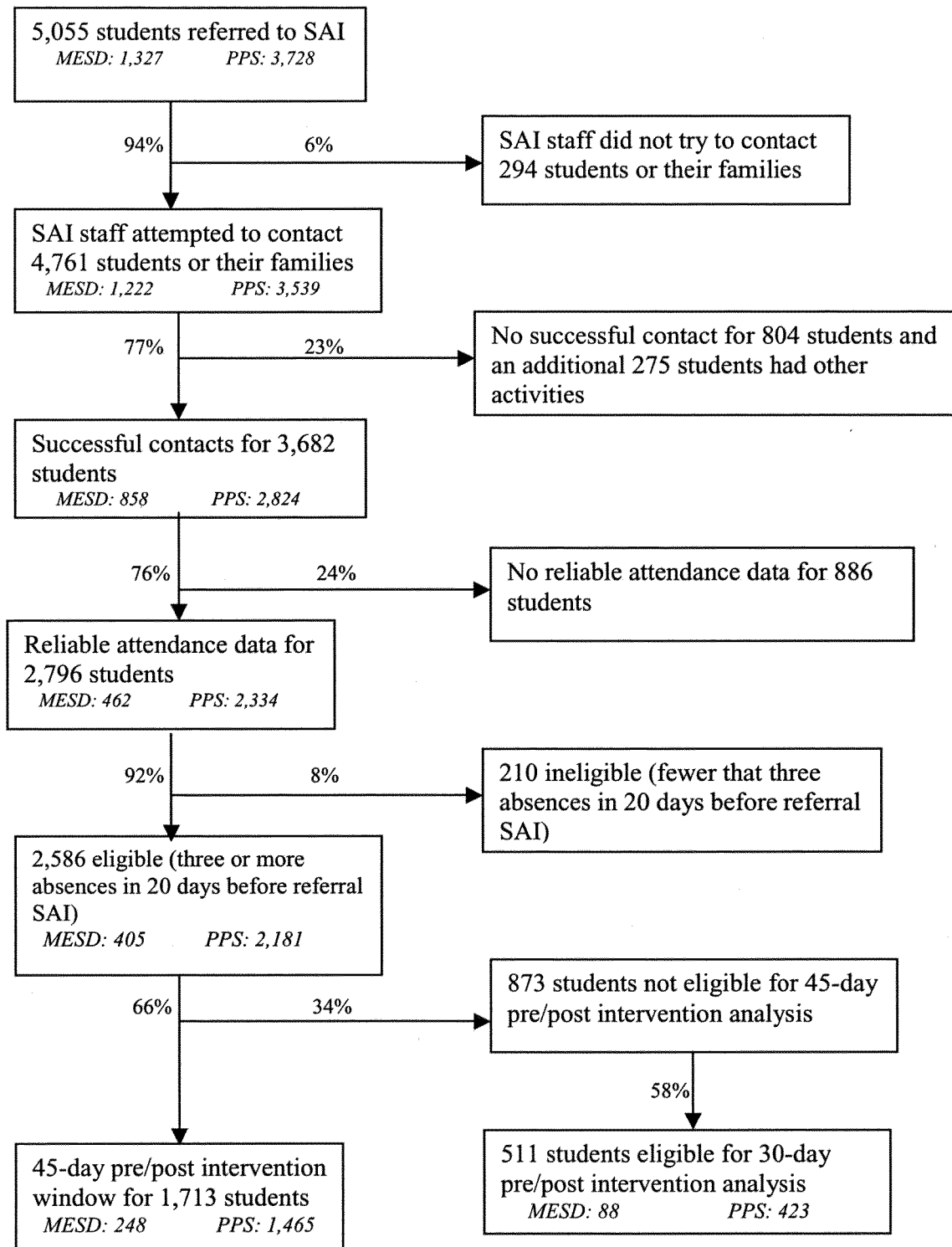
In order to explore these questions, we propose conducting a 3-year longitudinal study. We are considering a cohort design where we would track 2 cohorts — K-3 and 4-6 — over several years. We will look at attendance and achievement patterns, referrals to the Department of Community Justice, and the grade distribution of chronically referred students.

Integration and Co-operation Among Evaluators of School-Based Projects

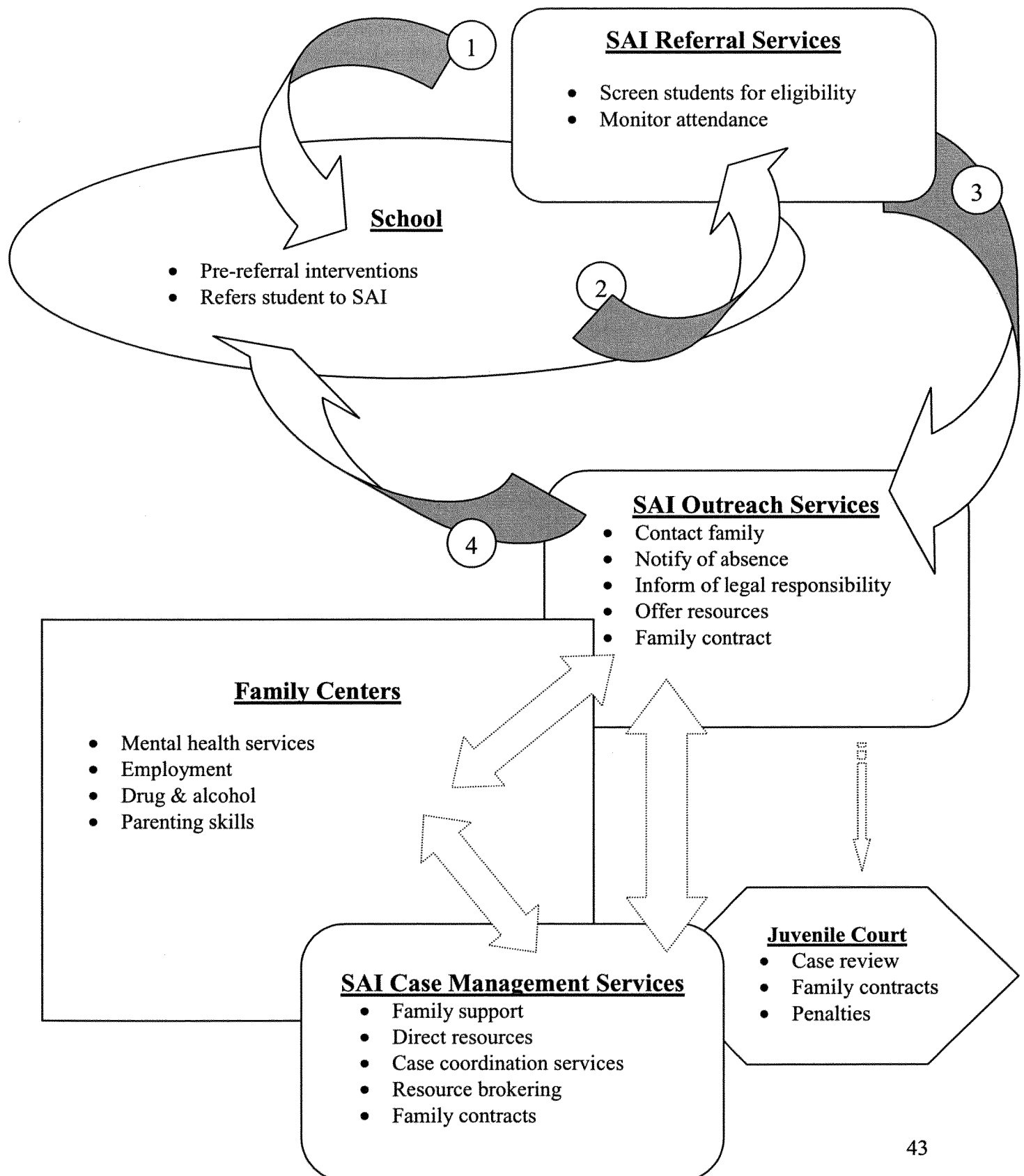
SAI, Schools Uniting Neighborhoods Initiative, and Safe Schools & Healthy Students Initiative. Two former SAI outreach staff currently work as case managers on the Safe Schools/Healthy Students Initiative. SAI and Safe Schools evaluation staff co-operated to modify SAI outreach documentation to fit the needs of Safe School staff. Evaluators from each of these school-based initiatives sit on the SAI Evaluation Oversight Committee. Currently, we are discussing ways to pool our data resources.

SAI Oversight Committee. Last year it became clear that SAI evaluators needed regular and clear communication with the evaluation units of the SAI partners, especially with the MESD and Portland Public Schools research and evaluation units. The primary purpose of that communication is to inform each other of projects in our respective agencies that might have an impact on SAI. To facilitate this communication, we formed the SAI Evaluation Oversight Committee. This committee met for the first time at the beginning of January 2001. It is composed of evaluators and representatives from MESD, PPS, SAI, SUN, Safe Schools/Healthy Students, and Multnomah County Dept. of Community Justice.

Appendix 1. Inclusion of Students in Outcome Analysis



Appendix 2: SAI Services Flow Chart



Appendix 3. Selection of Grading Periods for Comparison of Achievement Ratings

Students on trimesters could have been contacted in trimesters 1, 2 or 3. Since our intention was to compare achievement scores pre-SAI intervention with scores post-intervention we compared trimester 1 ratings with trimester 3 ratings, but only for those students contacted in the trimester 2. Students without a first contact in trimester 2 were not included in the analysis.

A student on the quarter system could have been first contacted by SAI in any of four grading periods, giving three unique comparisons: quarter 1 to quarter 4, quarter1 to quarter3, and quarter2 to quarter4. According to Portland Public Schools personnel quarter 2 and quarter 4 ratings are end of semester ratings and, therefore, are more reliable indicators of overall student performance than quarter 1 and 3 ratings. For this reason we did not use quarter 1 or 3 ratings. This meant comparing only quarter 2 ratings with quarter 4 ratings for students with a first SAI contact in the interim quarter 3.

Unfortunately, comparing only quarter 2 with quarter 4 also meant potentially eliminating from the analysis students with their first SAI contact in quarter 2 because of the unreliability of quarter1 and quarter3 ratings. We decided to include these students (n=60) in the analysis comparing quarter2 with quarter4 even though their first contact was in quarter2. Our decision to relax the parameters on this analysis assumes that the first contact would have little immediate impact on ratings in the same quarter as that contact. Students with their first SAI contact in quarter1 or quarter4 were not included in the analysis. In summary, the analysis of the quarter system ratings compared quarter 2 ratings with quarter 4 ratings for students first contacted in either quarter 2 or quarter 3.

Appendix 4: Data Collection Instruments

SCHOOL ATTENDANCE INITIATIVE REFERRAL FORM

Date: 1/28/2000

SAI STAFF:

(SAI) PPS

SAI Case Number:

SCHOOL INFORMATION:

School: High School

Grade: 9

Name:

DOB: 9/2/84

Residing Address:

Phone #:

Alternative Address: N/A

Phone #: N/A

Number of absences between enrollment and referral: 3.5

Enrollment date: 9/8/99

Date of referral to SAI: 1/19/00

Date SAI letter sent: 01/27/00

Date given to field staff: 1-28-00 (Seminar)

License: 1. Yes ☒ No

1st Responsible adult:

Phone #: N/A

2nd Responsible adult:

Phone #: N/A

Student's Gender: ☒ Male 2. Female

Residing With: (circle one that best fits): N/A

1. Parents

4. Mother

7. Guardian

10. Multiple Families

2. Father

5. Stepmother

3. Grandparent

11. Extended Family

3. Stepfather

6. Foster

9. Blended Family

12. Other (specify):

Ethnicity (circle the one that best fits):

1. Native American

3. African American

1. Hispanic

2. Caucasian

☒ Asian

☒ Other (specify): Pacific Islander

What is the primary language, other than English, spoken in the home? Vietnamese

Is an interpreter needed? ☒ Yes 2. No

Active IEP: 1. Yes ☒ No

Comments (Specify programs, resources, services, student strengths, etc.): Needs Bus

tickets & help getting his green card

Family Information (include siblings name, school, grade): N/A

JEN# N/A

Updated 10/04/99

SAI Case Management Daily Activity Sheet

INTAKE INFORMATION

Family Case Management Number: _____

Start Date: _____

10/18/00

	Family Members:	Relationship	Student Case Number	Participating? Y/N
Student:	_____	<u>Student</u>	_____	<u>Y</u>
Family:	_____	<u>Mother</u>	_____	_____
	_____	<u>Sister</u>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Concerns: 14, 15, 22, 2

Referrals: _____

DAILY LOG

Date	Staff	Activity	CTS Hours	Service Delivery Site
<u>10/18/00</u>	_____	<u>1</u>	<u>.25</u>	<u>3</u>
<u>10/18/00</u>	_____	<u>1</u>	<u>1.25</u>	<u>4</u>
<u>10/19/00</u>	_____	<u>8</u>	<u>.50</u>	<u>3</u>
<u>10/24/00</u>	_____	<u>54</u>	<u>.75</u>	<u>5</u>
<u>10/25/00</u>	_____	<u>54</u>	<u>.25</u>	<u>3</u>
<u>10/25/00</u>	_____	<u>54</u>	<u>.25</u>	<u>3</u>
<u>10/26/00</u>	_____	<u>8</u>	<u>.50</u>	<u>3</u>
<u>10/26/00</u>	_____	<u>8</u>	<u>.50</u>	<u>1</u>
<u>10/27/00</u>	_____	<u>8</u>	<u>.25</u>	<u>3</u>
<u>10/27/00</u>	_____	<u>57</u>	<u>.50</u>	<u>3</u>
_____	_____	_____	_____	_____
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EXIT

Exit Reason: _____

Exit Date: _____

received
OCT 27 2000

ENTERED
NOV 03 2000
KAYLOR 12/00

SCHOOL ATTENDANCE INITIATIVE

Year 2 1999-2000

Complete Analysis

Year 3 2000-01

Preliminary Data

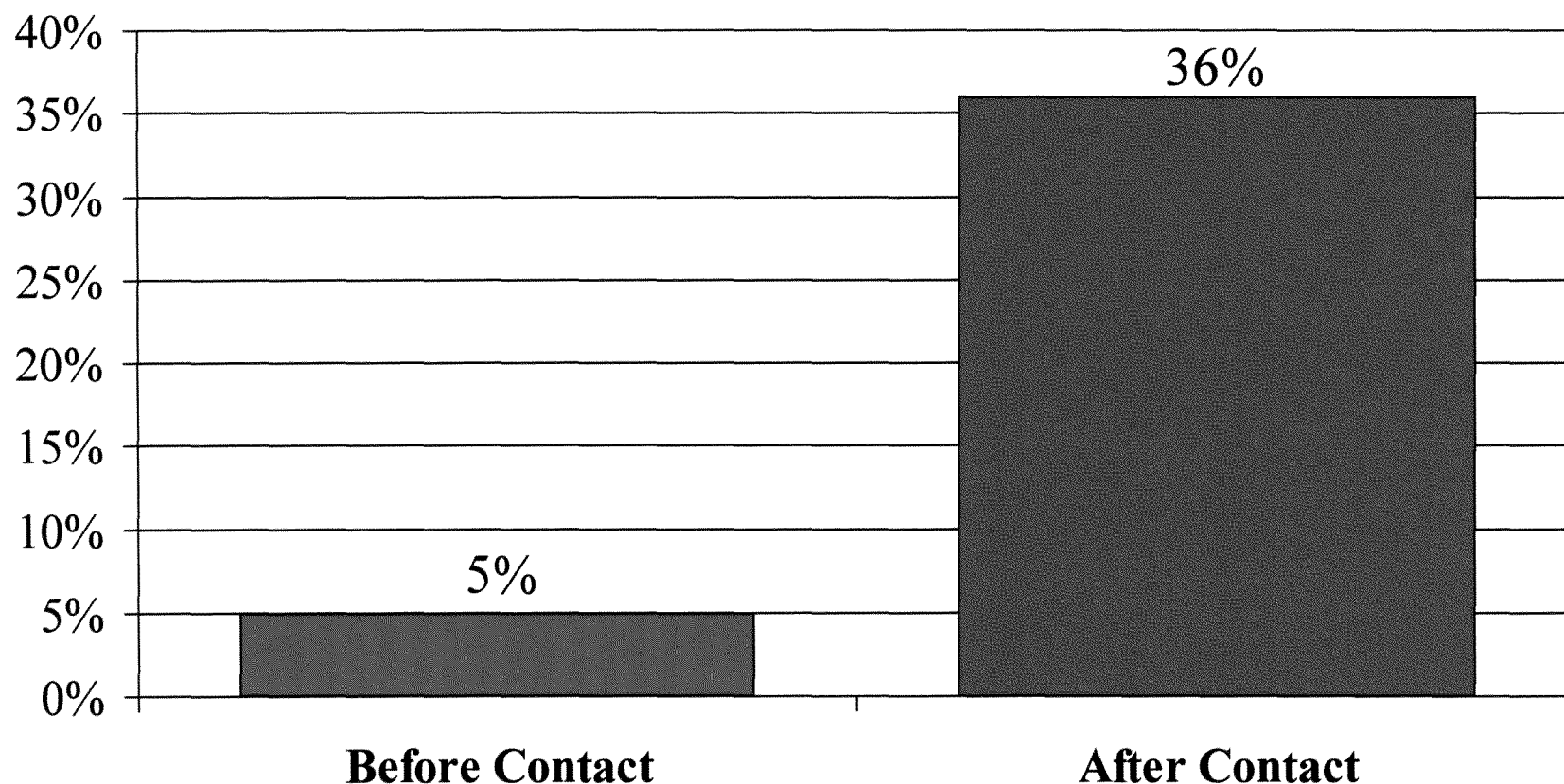


Multnomah County Health Dept
&
Department of Community Justice

- Total referrals to SAI Year 3: 5,423
- Minorities are over-represented
- Over 10% over referrals from Kindergarten alone
- 23% of referred students involved with Juvenile Justice
- Attendance improves by 11% after SAI intervention

Students Meeting 90% Attendance Standard*

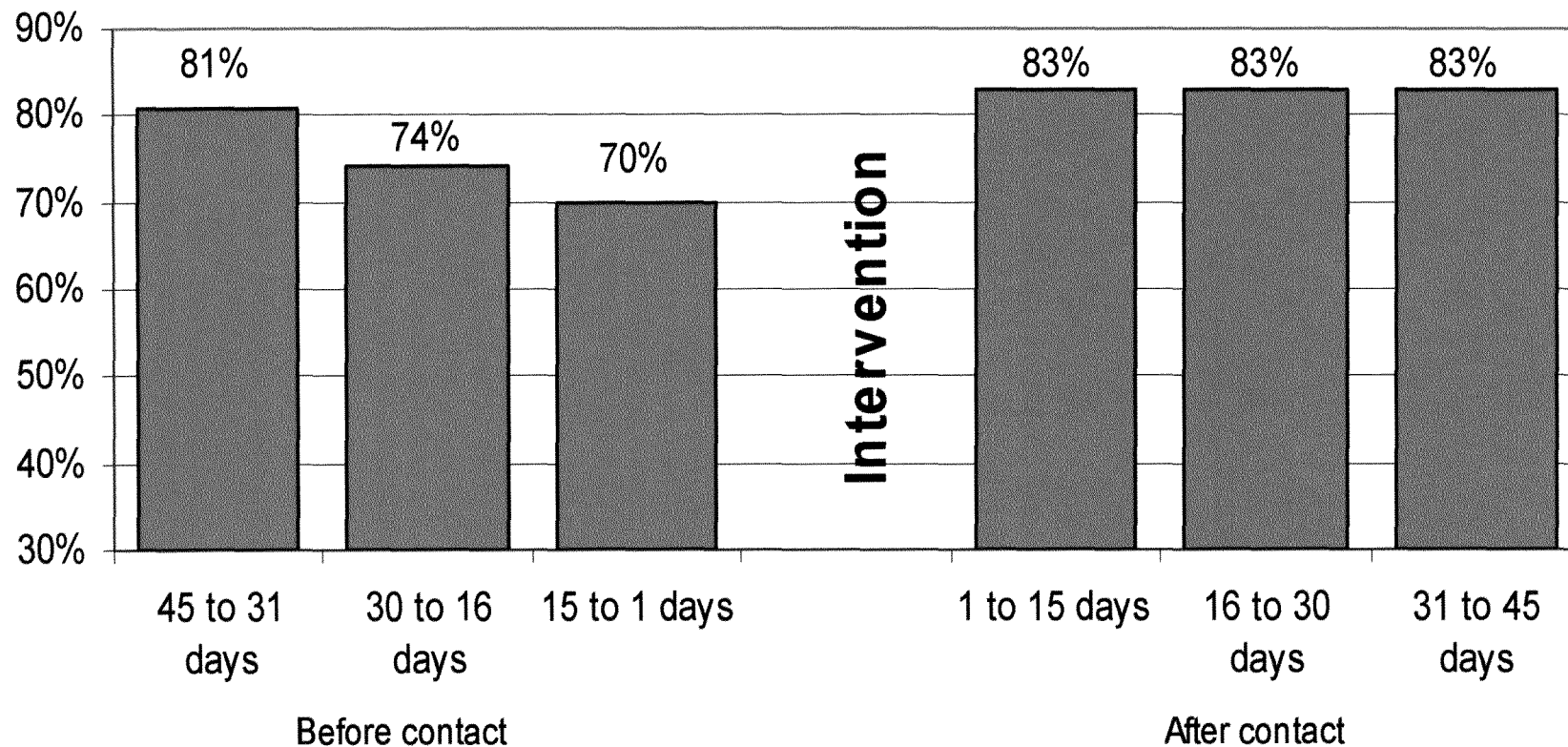
(1999-00) (n=1,713)



* As recommended by school administrators

Attendance Before and After Contact: Stability Over Time

(1999-00) (n=1,713)



Improvements in Attendance By Grade

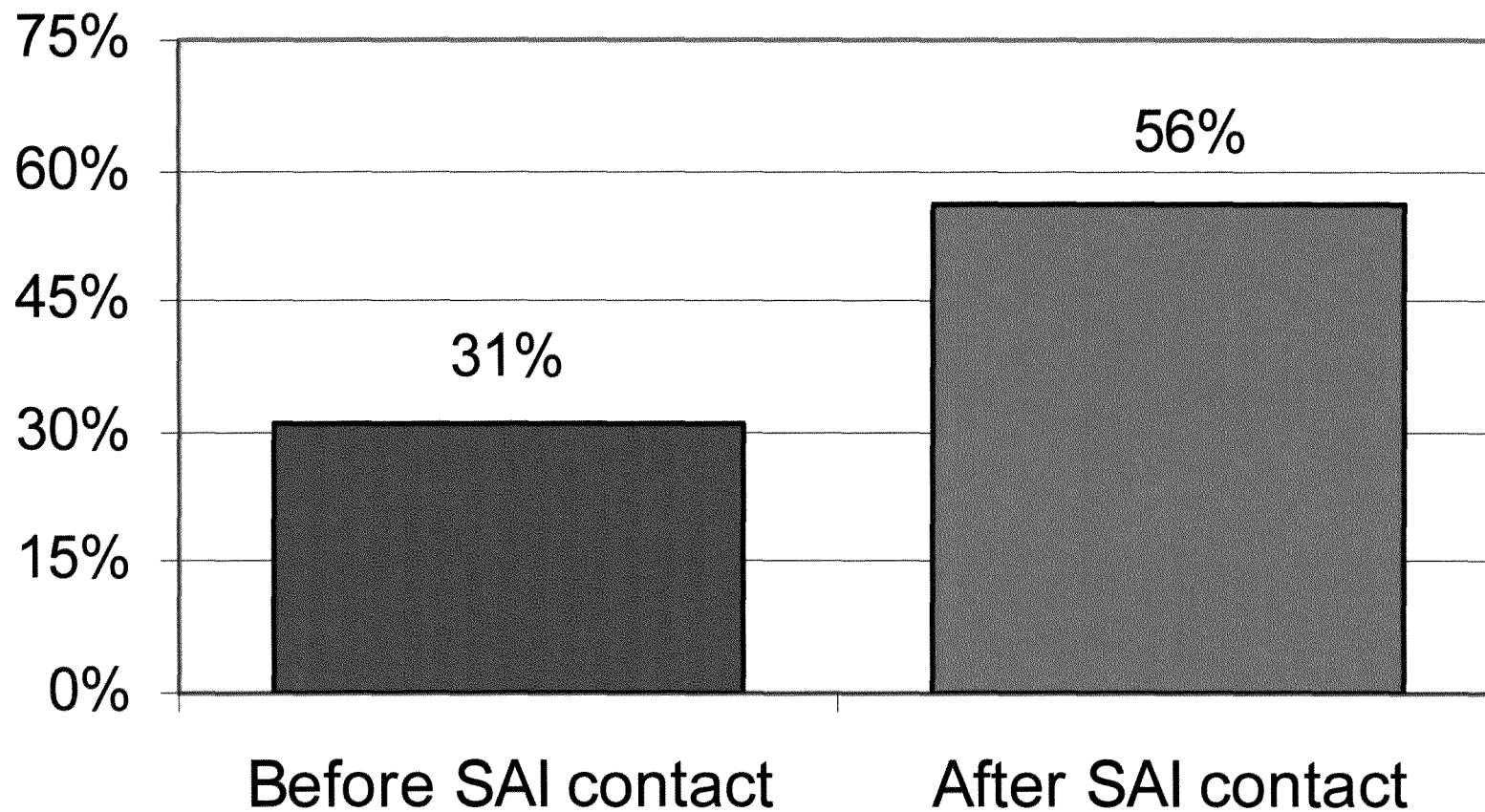
- 9th graders don't improve as much elementary and middle school students
- SAI works best as an early intervention

Analysis of Achievement Data

- Portland Public Schools pilot report card
- Small sample size
- Data are suggestive only

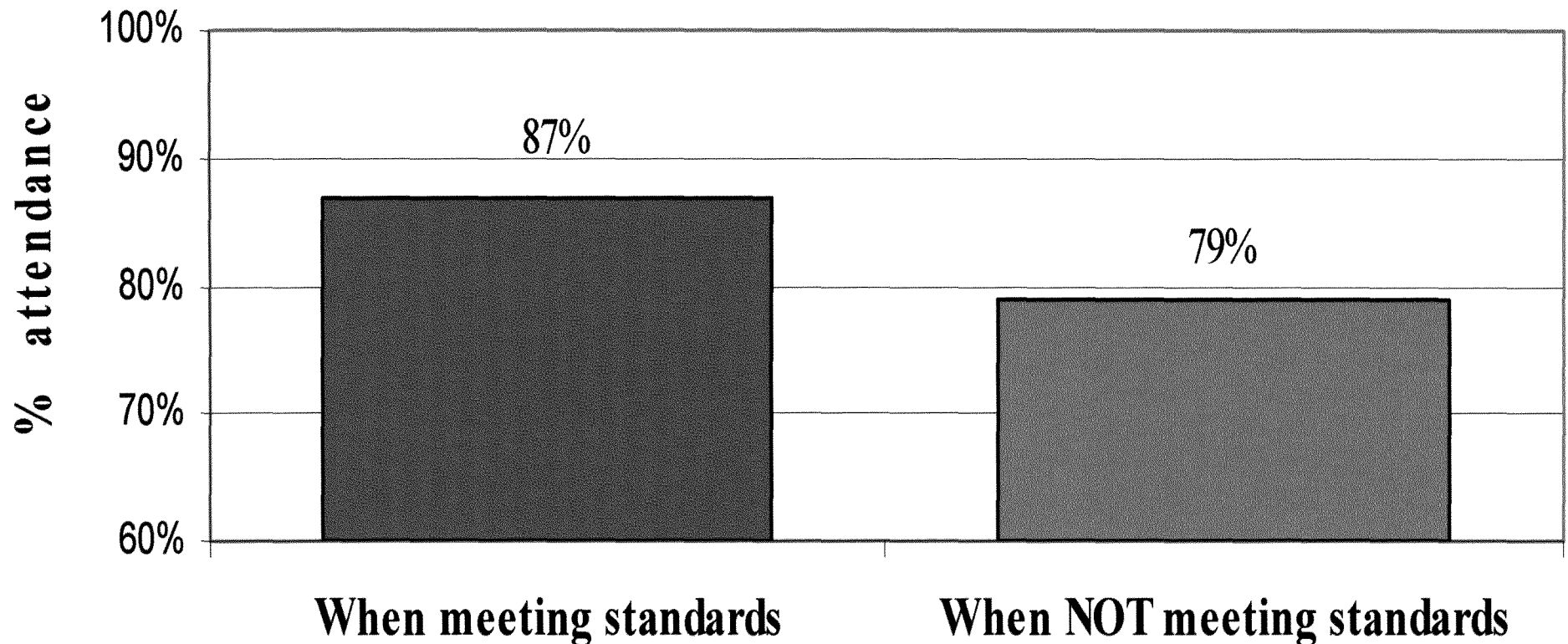
Students Meeting Reading Expectations

(1999-00) (n= 87)



Student Attendance When Meeting Reading and Math Expectations

(1999-00) (n=87)



Future Evaluation Activities

- 1 Confirm student achievement gains
- 2 Confirm attendance gains are retained over long periods of time
- 3 Refine staff data collection tools
- 4 Streamline and centralize management & evaluation database
- 5 Continue work with schools to automate referral process

Acknowledgements

Joanne Fuller DCJ

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Mike Stark OHD/MCHD

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Scott Keir DCJ

Marilyn Carter OHD

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SCHOOL ATTENDANCE INITIATIVE

A Brief Update
October 2001



Multnomah County Health Dept
&
Department of Community Justice

Profile of SAI

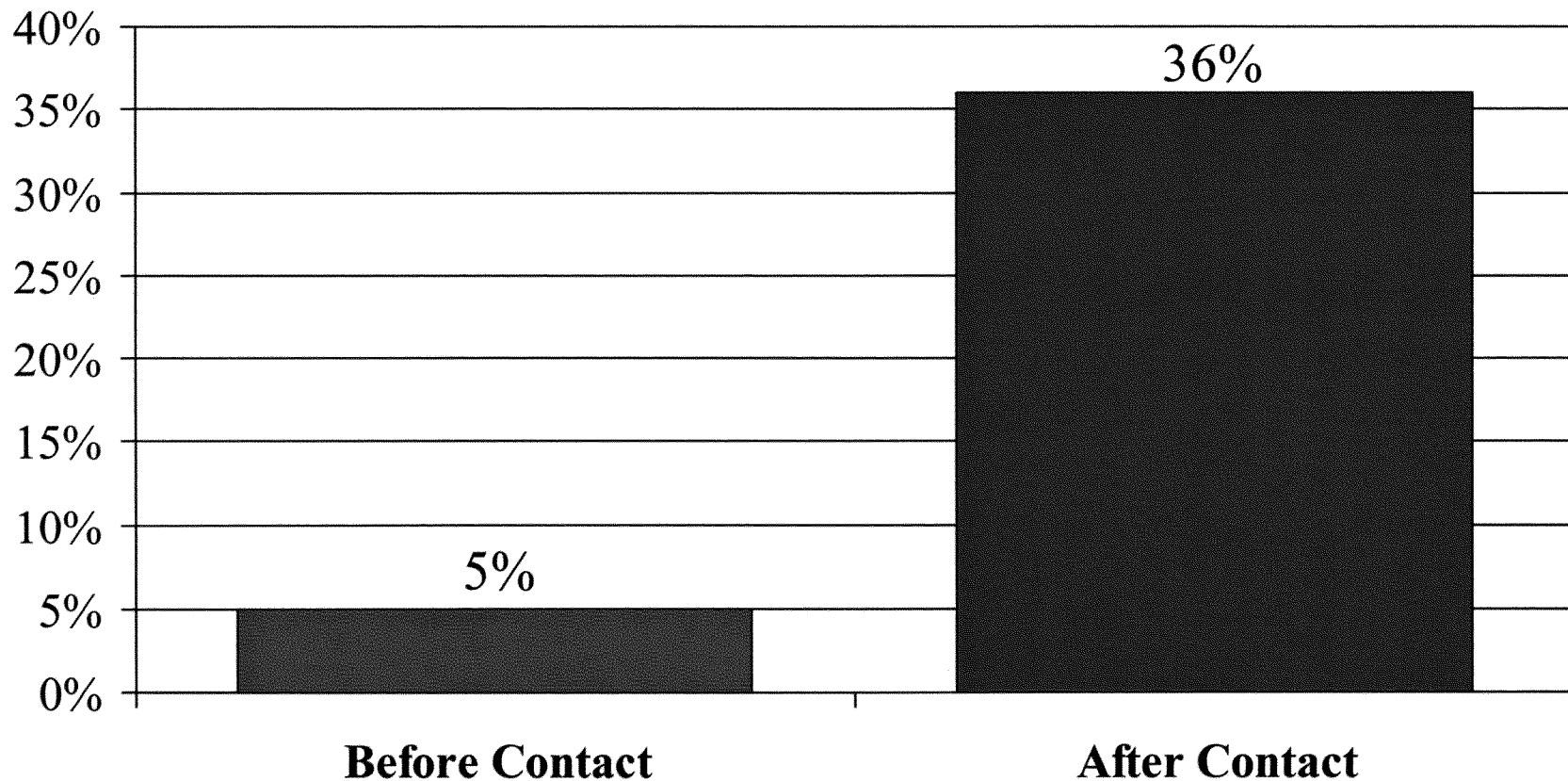
- Complete analysis of 1999-00 and preliminary data from 2000-01
- Total referrals to SAI Year 3: 5,423
- Minorities are over-represented
- Over 10% referrals from Kindergarten alone
- 23% of referred students involved with Juvenile Justice

SAI Successes

- Over 12,000 students and their families served by SAI over 3 years
- 11% improvement in attendance on average
- Similar improvement results year to year
- Small sample suggests that academic achievement improves for SAI students
- Collaboration among schools, evaluators, and service providers

Students Meeting 90% Attendance Standard*

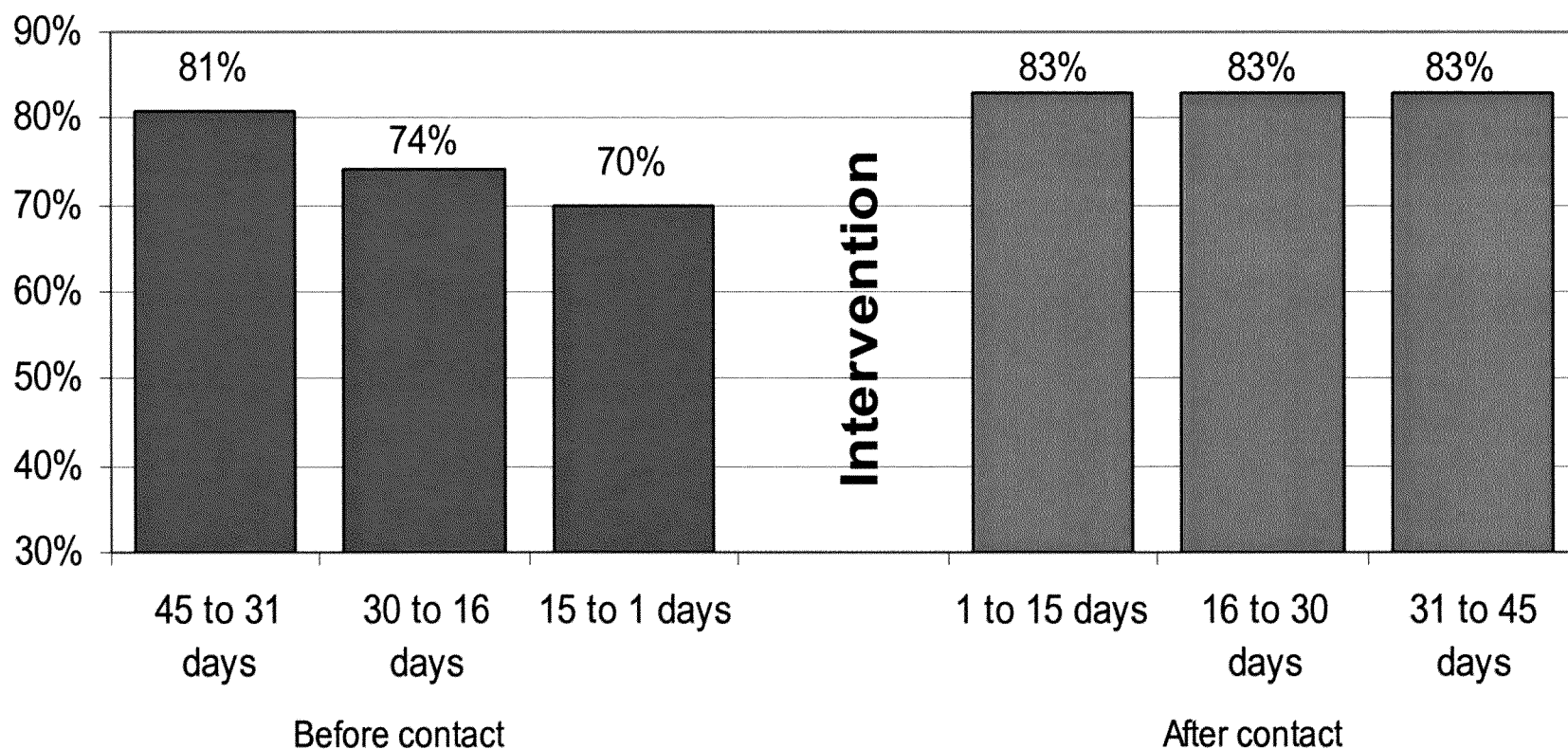
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Improvements in Attendance By Grade

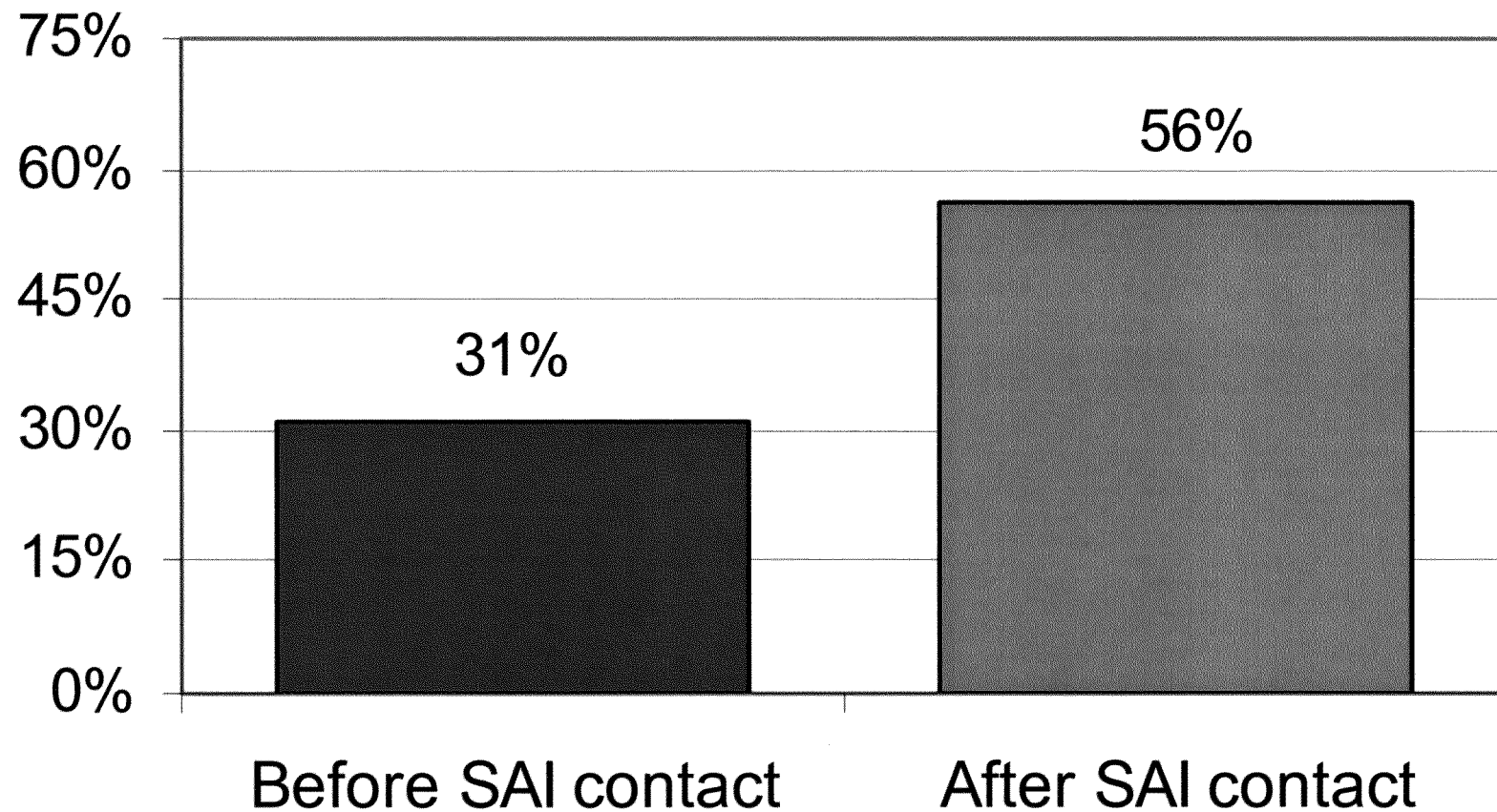
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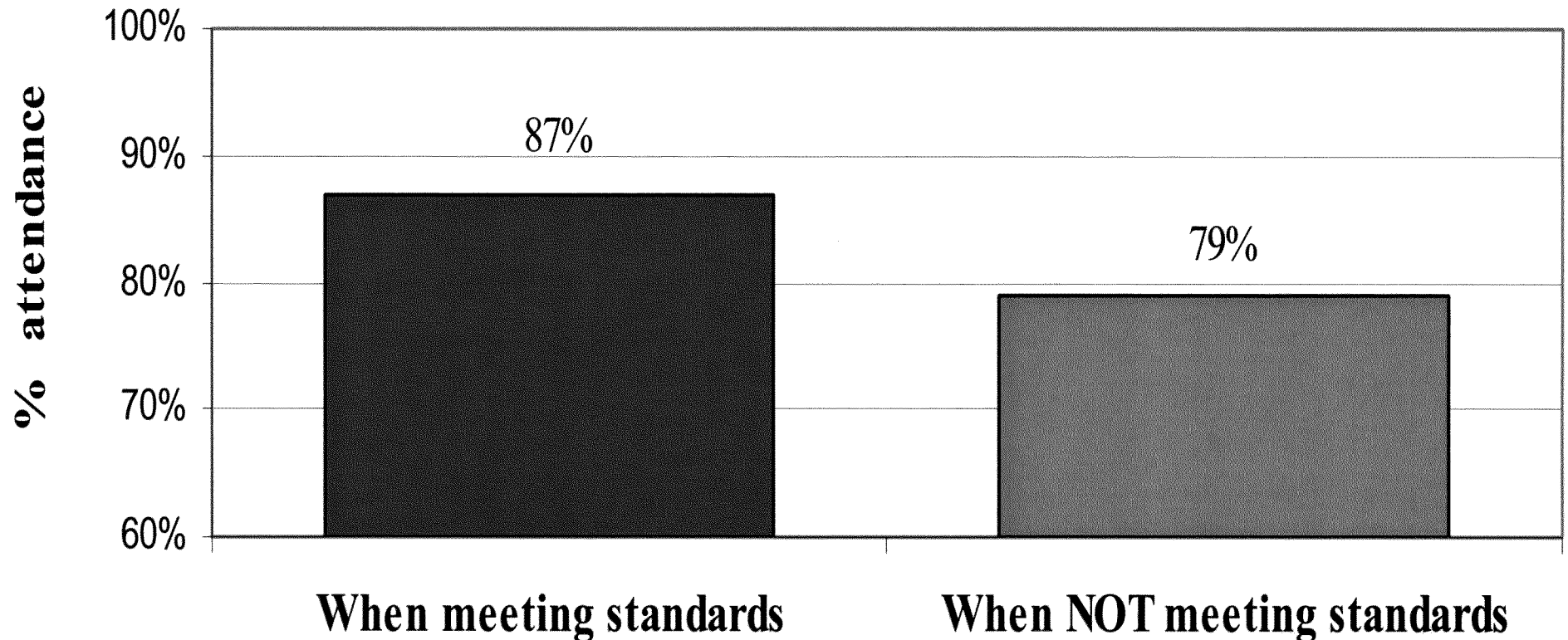
Students Meeting Reading Expectations

(1999-00) (n= 87)



Student Attendance When Meeting Reading and Math Expectations

(1999-00) (n=87)



Future Evaluation Activities

- 1 Confirm student achievement gains
- 2 Confirm attendance gains are retained over long periods of time
- 3 Refine staff data collection tools
- 4 Streamline and centralize management & evaluation database
- 5 Continue work with schools to automate referral process-- frees staff to do more outreach

Acknowledgements

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SCHOOL ATTENDANCE INITIATIVE

YEAR 2 EVALUATION REPORT 1999-2000



Submitted by:

**Tim Holbert
Liang Wu
Mike Stark
Scott Keir**

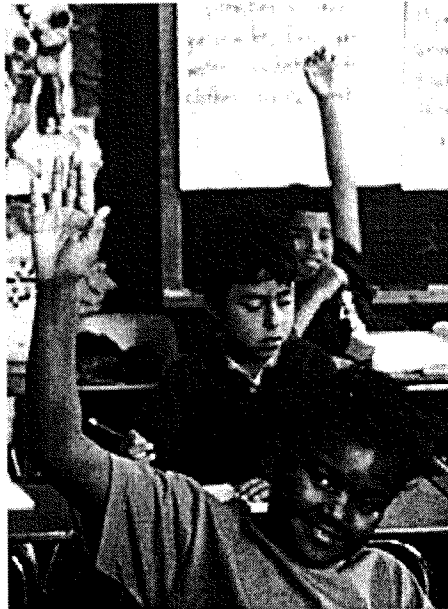
**Program Design and Evaluation Services
&
Multnomah County Dept. of Community Justice**



Multnomah County Health Department

SCHOOL ATTENDANCE INITIATIVE

YEAR 2 EVALUATION REPORT 1999-2000



Submitted by:

**Tim Holbert
Liang Wu
Mike Stark
Scott Keir**

**Program Design and Evaluation Services
&
Multnomah County Dept. of Community Justice**



Multnomah County Health Department

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Marilyn Carter
For your keen editorial eye

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Executive Summary

The School Attendance Initiative (SAI) is a multi-agency collaborative project designed to assist families in improving attendance of youth experiencing difficulty maintaining adequate school attendance. The SAI was launched in the fall of 1998 in 130 schools throughout Multnomah County east of the Willamette River. In the fall of 1999 (Year 2) the SAI expanded to include Multnomah County schools west of the Willamette River.

The SAI intervention consists of attendance monitoring, outreach, and case management services to students and families. Case management includes professional support for families, counseling, co-ordination of services with other agencies, and referral to community services.

Year 2 saw refinement in program philosophy, outreach and case management strategies, as well as further development of relationships among SAI staff, school personnel and community partners. Analysis shows that SAI continues to be successful in returning students to school and preliminary data suggests that students improve their academic standing after SAI intervention.

KEY FINDINGS

School Participation:

- During the second year of SAI the number of schools eligible for services was expanded to 147.
- 142 of eligible schools referred a total of 5,055 students.
- The average number of referrals made by a school was 36.
- Most referred students came from the earlier (K-1) and later grades (9th) with the most coming from the 9th grade (989).

Student Characteristics:

- Slightly more girls (52%) were referred than boys.
- Compared with the Multnomah County's overall population, minorities¹ were over-represented among referred students—especially African Americans (20%) and Hispanics (14%).
- Compared with the general student population, SAI students were less likely to meet Certificate of Initial Mastery (CIM) standards.
- 23% of referred students had been referred to the juvenile justice system for either dependency or delinquency concerns.

Reaching Students & Families:

- SAI outreach staff attempted contact with nearly 90% of referred students. Among staffs' reasons for not attempting contact the remaining 10% of families are: school was already working with family, student was adjudicated, or attendance had improved.
- Staff contacted 73% of families. Most contact with families was in the form of a face-to-face visit (41%), though a substantial proportion were only contacted by phone (32%).

¹ Except Asian

Most often staff were not able to make contact with families because the family had moved and staff were unable to locate them.

- Staff made initial contact within 7 days of referral (including weekends and holidays) to 43% of contacted families.
- The median length of time that staff worked with families² (active outreach) was 7 days.
- The child's behavior (runaways and disruptive behavior), chronic health issues, child-care, and basic needs were among the most often cited concerns that staff had about the families.

Culturally specific providers:

- Approximately 4.4% of students were referred to SAI in-house culturally specific services.
- In addition to translation, culturally specific service providers (CSSP) offered families the same services as outreach staff in a culturally specific context.

Case Management Services: Case management services are provided for those families with severe needs affecting student's attendance.

- 796 people (students, parents and siblings) were served by case managers, representing 347 separate families.
- Hispanic youth were over-represented in case management (21%) compared to the overall population of referred students (13%).
- Youth in case management tended to come from the higher grades (58% from 6-9), be more involved with the juvenile justice system (36%), and have been previously referred to SAI in Year 1 (25%) than SAI youth generally.
- Nearly half (46%) of families were referred to services outside of SAI. Generally, these referrals were for services such as basic assistance (food, clothing, shelter, etc.), temporary housing, and cultural services.
- More than half (56%) of closed cases were closed because case managers or clients felt that their problems had been addressed. Most of the remainder of cases were closed because contact with the family was lost or SAI did not have the resources to address the problems.

Improvement in Student Attendance:

- On average, students referred to SAI were attending school 75% of the time before contact with SAI and 83% of the time after contact with SAI. This translates into an 11% rate of improvement in attendance.
- 90% attendance is taken in this report to be a benchmark of adequate attendance. Prior to intervention by SAI, 5% of students were meeting the 90% benchmark; 36% of students met the benchmark after SAI intervention.

Factors Associated with Improved Attendance:

- Attendance of students in elementary grades (16.4%) improved more than that of students in middle school (12.5%) or high school (10%).

² This is strictly time spent in outreach—it does not include time spent in case management.

- Attendance of students with the most pre-referral absences tended to improve more than that of students with the least pre-referral absences. Their final attendance rate, however, was still lower than that of students with the least pre-referral absences.
- Attendance of students referred to SAI in Year 1 or involved with the juvenile justice system did not improve as much as students not falling into those categories.

Student Academic Achievement: Preliminary analysis of a small sample of students (n=87) shows:

- Prior to contact with SAI, 31% of students were meeting grade level standards in math; after contact 44% were meeting grade level standards. Similarly for reading, 31% were meeting standards before SAI intervention and 56% after intervention.
- When referred students were **not** meeting grade level standards they were attending school on average 78.8% of the time; when they were meeting or exceeding grade level standards they were attending, on average, 87% of the time.

While the small sample size limits our ability to generalize these results to all students referred to SAI, we remain encouraged because they suggest that when students return to school their academic achievement is improving.

Future Directions: The School Attendance Initiative successfully intervenes with families to return students to school. Evaluation analyses have shown that this improvement in attendance is substantial, significant and stable. SAI program staff continue to successfully intervene with truant youth from year-to-year. Preliminary data indicates that students' academic achievement may be improving as well. While these preliminary results are encouraging additional research needs to be conducted to demonstrate that all youth referred to SAI improve their school performance when they return to school. Other questions need to be addressed as well:

- Can we generalize the finding that students' grades improve after SAI intervention and are these achievement results attributable to SAI intervention? We are working with school districts to get a much larger sample of student achievement data which would make the results more generalizable. We are also attempting to get a sample of non-referred students as a comparison group.
- What is the most cost-effective method of contacting families? Families are contacted using different strategies primarily face-to-face meetings or telephone conversations. Using a randomized group design, we collected outreach data comparing these two strategies. When we receive attendance data from the schools we will be able to match it with our data gathered on these two intervention strategies. We can then examine which of these strategies yields greater improvement in attendance for the amount of time it costs staff.
- Was Strengths-based Case Management implemented as planned? Is it effective? Currently case managers are piloting a form that collects data on case manager activities from a strengths-based perspective. We will refine the form and use the data collected to address these questions.
- What are the long term attendance patterns of students referred to SAI? We are currently designing a longitudinal study that will use a cohort analysis to look at these and other questions over a 3 year period.

- What means are there to facilitate collaboration among school-based evaluations? SAI and Safe school evaluation staff have cooperated to modify SAI documentation for use by Safe school staff. We are attempting to organize an SAI Evaluation Oversight Committee to be a forum for SAI partner evaluation units to exchange information and resources.

Program Overview

Introduction

The School Attendance Initiative (SAI) began in 1996 as the Truancy Diversion Project. It provided outreach to schools in 3 Portland Public School clusters. One arm of the project was located in the North Portland Roosevelt School Cluster and funded by a Byrne Memorial Grant. The second arm was centered in the Jefferson and Marshall School Clusters and was funded by a Department of Education grant. In 1998 the Truancy Diversion project was redesigned and expanded to include all regular schools in Multnomah County east of the Willamette River. The resulting collaboration was dubbed the "School Attendance Initiative." New funding from Multnomah County and continued funding from the Byrne Memorial Fund made this expansion possible. In 1999 the SAI was further expanded to include 17 schools on the west side of the Willamette.

The School Attendance Initiative provides an array of services to assist young people in maintaining good school attendance. The primary intervention consists of attendance monitoring and outreach intended to support families in their efforts to improve their children's attendance. In addition, the SAI through its Family Center partners provides a full complement of case management, support, and culturally specific services to families.

What follows is a report of the process of implementation as it continued in the second year of expansion and the outcome for students referred to SAI.

Project Objectives

Specific objectives of SAI include:

- Increasing attendance among referred students in grades K-9 in Portland Public Schools and East Multnomah County School Districts.
- Improving school performance among youth referred to the School Attendance Initiative.
- Reducing post intervention delinquency referrals to Multnomah County Department of Community Justice.
- Increasing the knowledge and understanding of youth and families involved in SAI.

Criteria for Student Eligibility for Referral to SAI

- 15 years old or younger.
- Attendance in regular school (grades K-9) in Multnomah County School Districts.
- Residence in Multnomah County.
- Absent three or more days within 15 consecutive school days.
- Absent 9 or more days total in any one quarter.

Program structure and partnership. The following organizations collaborate to form the SAI:

- Multnomah County Department of Community Justice—providing:

- program oversight
 - outreach
 - court services
- Portland Public School District providing:
 - attendance monitoring
 - referral processing
- Multnomah Educational Service District providing:
 - attendance monitoring
 - referral processing
 - outreach
- Volunteers of America (VOA): coordinating 10 family and cultural services³ centers that provided:
 - outreach
 - case management
 - culturally specific services

In addition to the formal and contractual collaborations, project staff from all levels of SAI met with staff from a score of other organizations. These included, but were not limited to, Caring Communities, police and sheriff's offices, cultural service agencies, health care programs, and child and welfare agencies.

Program Procedure

The SAI intervention process in 1999-00 consisted of the following elements:

- **Referral:** Each week SAI school district personnel (School Attendance Monitors in PPS or Liaisons in MESD) received lists of students missing 3 school days in the previous 15 school days or missing 9 days total for the quarter ("3 days in 15" criteria) from the school district or ESD. Liaisons and School Attendance Monitors (SAM) scrutinized the lists for patterns of absence. Their observation of attendance patterns together with information from teachers enabled them to screen out students whose absences were a result of illness or vacation. SAI staff then presented principals or their designees with the screened lists of students eligible for referral to SAI. Principals or their designees chose students for referral from these lists. Occasionally, principals or their designees declined to refer particular students.

Reasons for non-referral included:

- School staff were already conducting interventions, or, they wanted to initiate their own intervention before referring to SAI. These school interventions could include any of the following activities:

³ Asian Family Center (AFC), Eastwind, FamilyWorks, International Refugee Center of Oregon (IRCO), Native American Youth Assoc. (NAYA), North Portland Youth & Family Center (NPYFC), Oregon Council for Hispanic Advancement (OCHA), Portland Impact, Urban League, Westside Youth & Family Center.

- Parent conferences
- Home visits
- Contract with student/parents
- Principal/designee knew the student's particular situation and decided that SAI intervention was not appropriate at that time (student may have been sick or on vacation, for example)

Once a student was referred to SAI, School Attendance Monitors and Liaisons sent a letter to the home, notifying the parents/guardians of the referral to the SAI.

- **Outreach:** Within a few days after referral, field staff (Juvenile Counseling Assistants from Multnomah County, Outreach Specialists from the Family Centers or Liaisons at MESD⁴) either contacted school personnel for more information on the family or attempted to contact the family (in person or by phone). When contacting the family outreach staff would (1) inquire why the student was absent from school, (2) if necessary, inform parents of their legal responsibility to have their children in school and (3) offer information and resources to help the student return to school. Information might be, for example, in the form of a referral for cultural services, housing, or lice treatment.. The resources provided varied from direct service such as help treating for lice, to providing clothing, bus tickets and alarm clocks.

Based on information obtained in those first activities and the student's subsequent attendance, staff had several options to choose from for further action:

- continue outreach to the family
- put the case on hold pending status of student's subsequent attendance
- refer the family to SAI case management
- refer the family to SAI culturally specific services
- refer the family to Community Justice staff for court services
- close the case

Referrals for culturally specific services were made to staff within SAI for families where language or culturally related issues were barriers to school attendance. In addition to translation, SAI culturally specific providers provided the same services as regular outreach and case management staff, though in a culturally relevant context.

Families were referred to Community Justice staff if (1) the family was clearly non-compliant with the law requiring parents to provide for their children's education and (2) had refused all attempts by staff to assist in getting students to school. The outcome of such referrals was often a "Student Success Meeting" among the student and their family, and school and juvenile court representatives to discuss and formalize a contract between the court and the family for returning the student to school.

Reasons for closing a case most often included: a) improvement in student's attendance, b) family moving out of the county, c) student transferring to alternative school, d) staff unable to

⁴ The MESD and PPS arms of SAI differed in a number of ways, among these were staff roles. On the PPS side, SAMs processed referrals and the JCAs and Outreach Specialists conducted outreach. On the MESD side, Liaisons did both functions—referral processing and outreach.

locate the family, and e) adjudication of the youth.⁵

- **Case management:** The SAI procedural guidelines state that if the student or family has severe or multiple needs causing (at least in part) the truancy, the student should be referred to SAI case management. The transition of a family from outreach to case management was somewhat problematic during Year 2 of the program. Realizing the importance of maintaining the already established relationship with the family and not wanting to add to the case load of already overburdened case managers, outreach staff often delayed referral to case management attempting to provide services for the family themselves. The fact that there were no specific criteria for referral to case management hindered a smooth transfer to case management. Once families were referred to case management, SAI case managers either brokered services for the family or provided services directly themselves. The services provided directly generally included encouragement and support, counseling, education and co-ordination of services from other agencies. Case managers brokered for numerous services for clients, including housing assistance, parenting and anger management classes, drug and alcohol services for example. SAI procedural guidelines state that case management services can be offered to families for up to 90 days after receiving the case from field staff. It was not unusual, however, for cases to be extended for much longer.

Data Collection and Evaluation

Data collection. All data collection instruments were developed in collaboration with project staff in Year 1 (see appendix 3). In Year 2, the Referral Form received major revision based on the input from all staff. At the request of field staff, minor changes were made to the Outreach and Case Management Daily Activity Sheets. These instruments were used to collect demographic and school information; outreach activities, concerns, referrals; and case management activities, concerns, and referrals. Each of the 5 SAI teams was responsible for entering their own data into a database. This database program was originally designed in Year 1 but received extensive revision in Year 2. The data from the 5 teams was pooled and cleaned by evaluation staff. In addition, downloaded attendance and test scores were received from PPS and MESD. Multnomah County Department of Community Justice's Juvenile Information Network (JIN) database was used to identify referred students with involvement in the Multnomah County juvenile justice system.

Evaluation methods. The program implementation and outcomes were evaluated using data provided and gathered by SAI staff and school districts. Implementation evaluation examines demographic, referral, outreach and case management data. The outcome evaluation examines

⁵ A few cases were closed because of concurrent involvement of family with Services to Children and Families (SCF). In Year 1 of SAI, policy stated that SAI staff were not to work with families that were already involved with SCF. This policy was revised at the beginning of Year 2 so that SAI staff could work with SCF case managers to co-ordinate services to families. It was the intention of SAI management that this policy be implemented at the beginning of the 1999-00 school year, however it wasn't fully implemented until December of 2000—until that point there were still some case managers that were not aware of the change in policy. The change in policy allowing staff to work with families already referred to SCF was fully implemented for the remainder of the year.

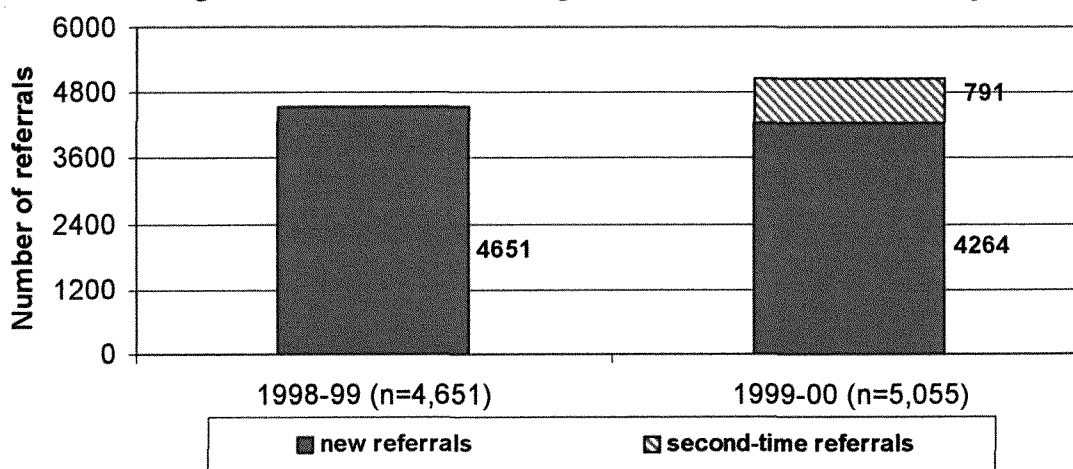
achievement and attendance data on referred students. Specifically, the analysis of attendance outcome compares attendance of referred students prior to their first SAI successful intervention to attendance after intervention.

Implementation Evaluation

Profile of Referrals

Total referrals. There were 5,055 students referred to the SAI during the 1999-2000 school year.⁶ This was an increase of 8.7% (n=404) over Year 1. About 16% (n=791) of students referred in 1999-00 had been referred previously in Year 1.

Figure 1. SAI referrals during 1998-99 and 1999-00 school year



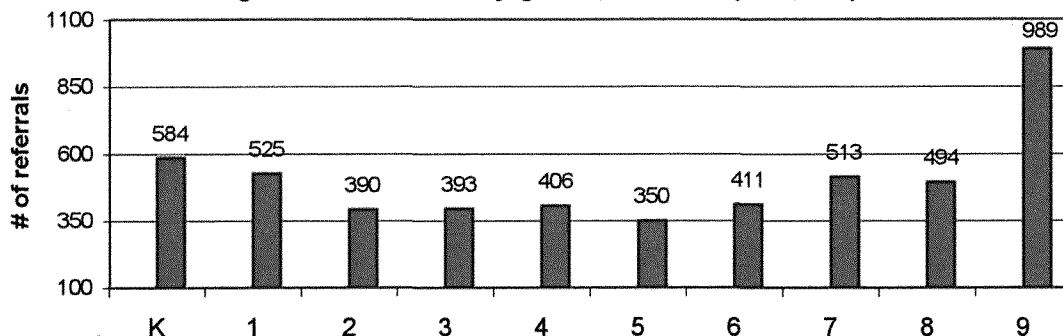
Referrals by school. A total of 142 schools referred students to the SAI out of 147 schools that were eligible. This was an increase over the number of schools referring in Year 1 because of the expansion of the SAI to the west side of the Willamette River. On average, any one school referred 36 students to the SAI. This rate of referral is nearly identical to the first year's average of rate 37 students per school. Of participating schools the least that any one school referred was 1 student, while the most that any one school referred was 195 students.

Referrals by grade. The general pattern of referrals by grade is similar to that seen in the 1998-99 school year—the number of referrals is higher in Kindergarten declining through the 3rd grade, level in grades 4, 5, and 6, then begins rising substantially in the 7th grade, reaching the

⁶ This total does not include a small number of duplicate referrals. Duplication of referrals most often occurred when a student transferred to another school and was mistakenly entered twice into the SAI database. Though duplication was a significant problem in Year 1, extensive procedural rules programmed into the database resolved most of the problem in Year 2.

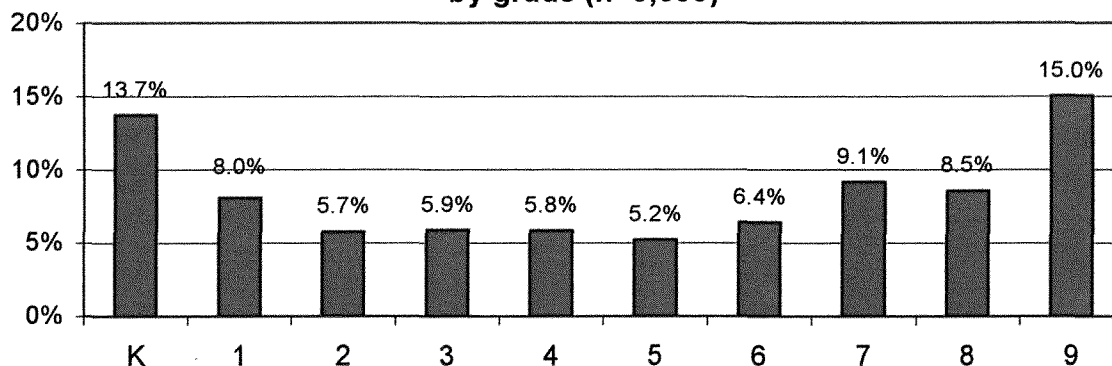
highest number of referrals in the 9th grade. The 5th grade had the lowest number of referrals (n=350) compared to the 9th grade, which had 989 referrals. There was a 100% increase in referrals from 8th grade to 9th grade (figure 2).

Figure 2. Referrals by grade, 1999-00 (n=5,055)



Among 139 schools⁷ that referred students to SAI from grades K through 9 during the 1999-2000 school year, the average number of students enrolled⁸ in school on any particular day was 62,277.⁹ The highest percentage of referrals to SAI came from the 9th grade — 15%.¹⁰ The lowest percentage of referrals came from the 5th grade (5.2%). As a whole, students referred to SAI accounted for 7.7% of students enrolled in grades K through 9 (figure 3).

Figure 3. SAI referrals as a percentage of enrollment by grade (n=5,055)



Characteristics of Referred Students

Referrals by gender and race/ethnicity. The distribution of referrals by gender for Year 2 is similar to the first year of the SAI (1998-99). Gender data was available for all but 126 referred students. Fifty-two percent of referrals were female and 48% were male (figure 4).

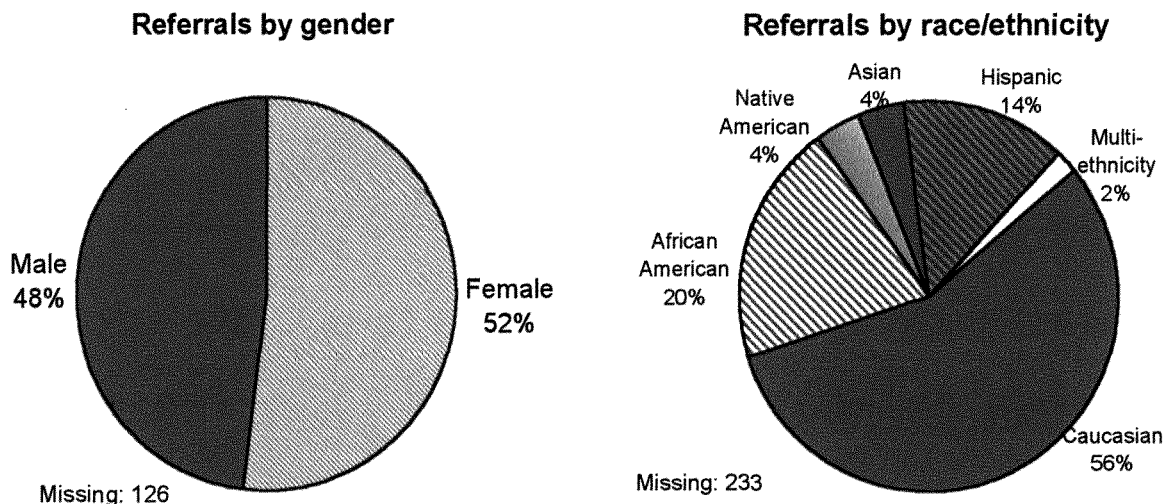
⁷ Enrollment information was not available for 3 schools.

⁸ Average Daily Membership for grades K through 9 in participating schools.

⁹ Total for Portland Public Schools and Multnomah ESD (MED).

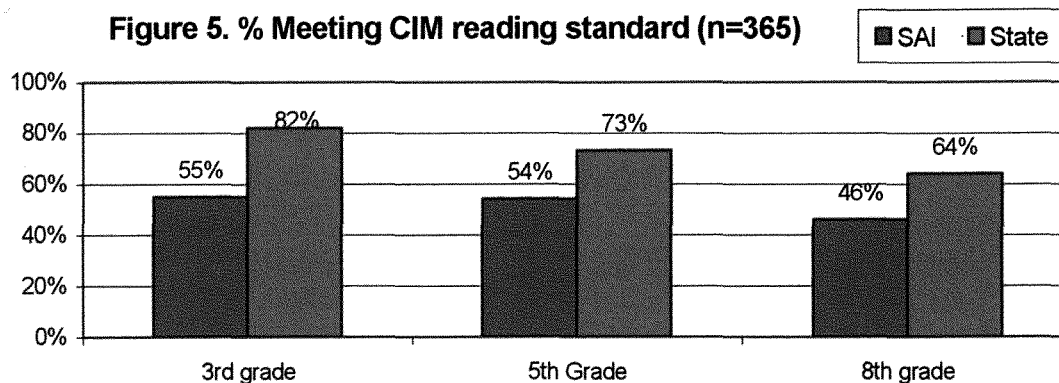
¹⁰ (9th grade referrals to SAI)/(average enrollment for 9th grade).

Figure 4. Referral by gender and race/ethnicity (n=5,055)¹¹

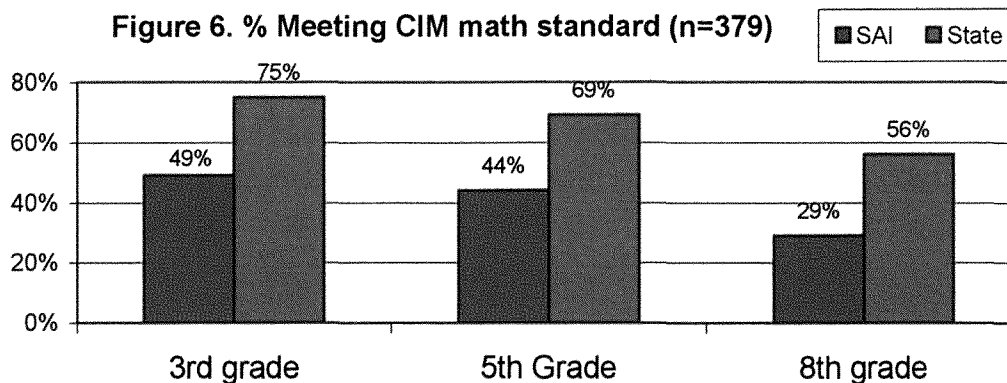


Racial/ethnic data were available for 4,822 students (95.4%). The distribution of referrals by ethnicity was nearly the same as in Year 1, except Caucasians who dropped from 61% in Year 1 to 56% in the second year. Referrals of African-American and Hispanic students rose slightly from Year 1 to Year 2. African-American students accounted for 20% of referrals, Hispanics for 14%. Native Americans and Asians each accounted for 4% of referred students. There were 116 students (2.3%) who identified themselves as belonging to more than one ethnic group. Compared to the general population of Multnomah County,¹² African-Americans and Hispanics/Latinos were dramatically over-represented in referrals to SAI (10.5% and 5.9%, respectively in the county population). Native Americans were somewhat over-represented (1.6% county-wide) while Caucasians and Asians were under-represented (73.7% and 8.2% respectively).

Academic performance. Students referred to SAI were much less likely to meet the state standards for the Certificate of Initial Mastery (CIM) than students from across the state (figures 5 and 6).



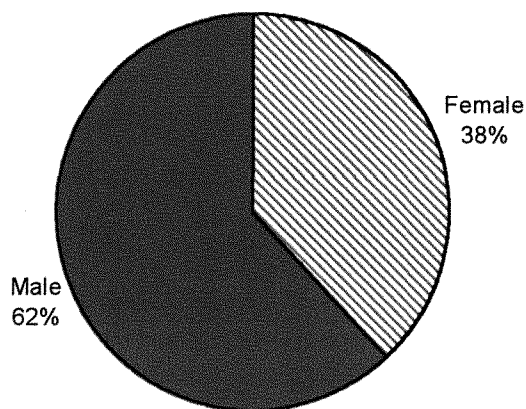
¹²Center for Population Research and Census, Portland State University



Overall, 52% of SAI students in grades 3, 5 and 8 met the state CIM standard for reading, and 41% met the standard in math. The comparable statewide percentages are 73% and 67% respectively. Data were available only for 365 and 379 students (reading and math respectively) who were referred to SAI. While our small sample size limits our ability to generalize these findings to the larger population of referred students, the consistency of our results between Year 1 and Year 2 lends support to the validity of the data.

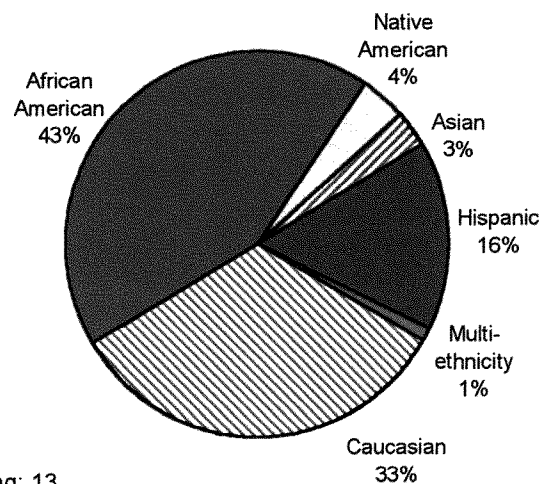
Juvenile Justice Involvement. Outreach staff checked the Juvenile Information Network (JIN) when a student was referred to SAI, to see if the student had any previous involvement in the juvenile justice system. Referrals to Multnomah County Department of Community Justice (DCJ) fell into two categories: delinquency or dependency. Delinquency refers to the student's behavior, while dependency refers to behavior of the parents. Typically, dependency charges are for abandonment, abuse, neglect, cruelty, or unfitness to parent. Of the 5,055 students referred in the 1999-00 school year, 10% had been referred to DCJ as dependent and 13% had been referred as delinquent. Males, minorities, and students in higher grades were over-represented among students with a delinquency record: 62% were male (compared to 48% overall), 67% were people of color (compared to 39% overall), and 93% were middle or high school students (compared 48% overall).

Figure 7. Delinquency record by gender (n=656)



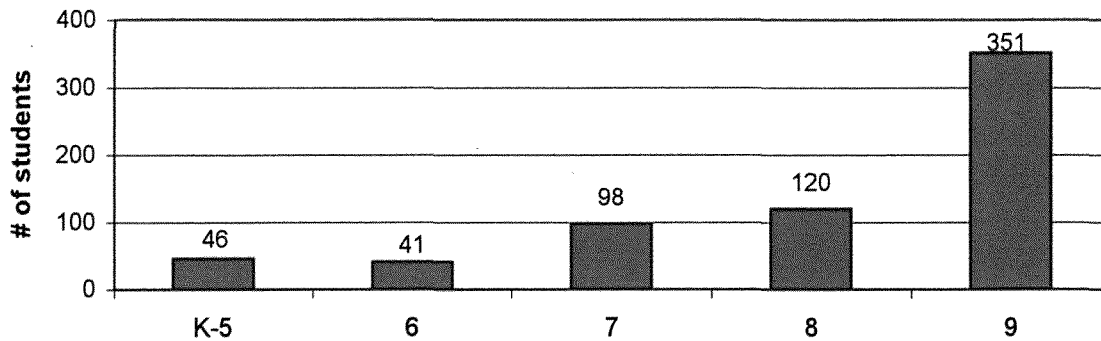
Missing: 13

Figure 8. Delinquency record by race/ethnicity (n=656)



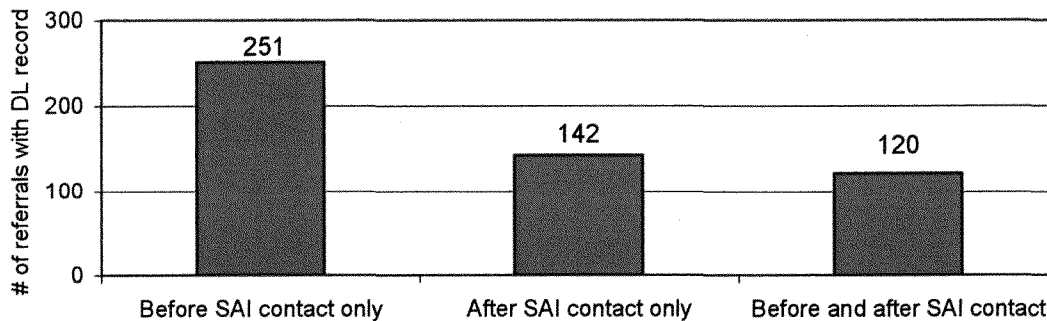
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Figure 9. Delinquency record by grade level (n=656)



Student involvement with Community Justice before and after contact with SAI. Of the 656 students with a delinquency record 78% (513) were contacted by SAI staff. Of those contacted, 49% (251) had a delinquency records before SAI contact but not after, 28% (142) were involved with Juvenile Justice after SAI contact but not before, and 23% (120) had delinquency records both before and after contact (figure 10).

Figure 10. Delinquency record by SAI contact (n=513)



Outreach Activities

Contact with students' families. SAI staff attempted to contact nearly 89% of all students.¹³ Seventy-three percent of students/families (3,682) received at least one contact from SAI staff (figure 11). Forty-one percent of students/families (2,089) received some type of face-to-face contact, while 32% (1,593) received phone contact only. Twenty-seven percent (1,373) of students were not contacted, either because staff were unsuccessful in attempting to contact them or staff chose not to initiate contact. There are several reasons that staff would choose to not initiate contact with some families. Among those reasons were: 1) students attendance had improved between the time of referral and initiation of contact, 2) special requests by the principal or designee based on

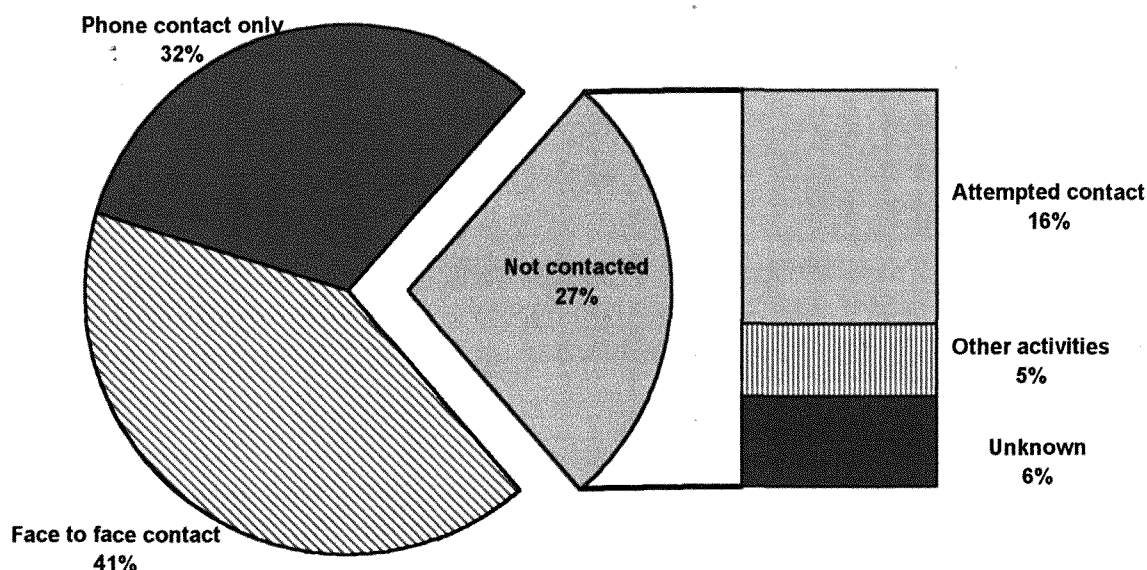
¹³ Of the 11% of students not contacted, 6% were either missing contact information or staff had not recorded any activity. Staff conducted non-contact activities on behalf of the other 5% of students—these activities were usually conversations with the school.

their knowledge of the family's situation, 3) student's absence was because of illness such as cold or flu, and 4) student was on probation with juvenile court.¹⁴

Staff attempted (unsuccessfully) to contact nearly 60% of the students/families who were not contacted (16% overall).

Staff conducted non-contact activities on another 20% of the students/families that were not contacted (5% overall). Non-contact activities included: 1) consulting with the school, 2) reviewing the case with their colleagues or other agencies, or 3) sending a special letter to the family.¹⁵

Figure 11. Outreach activities: Contact Status (n=5,055)



Number of home visits. Forty-one percent of families received some kind of face-to-face contact. Direct face-to-face contact took a number of different forms. Ninety-four percent of students/families receiving a face-to-face contact were contacted at home, the remaining 6% were contacted at school, in the community, or at juvenile court. Most (73%) of these students/families received one visit, 17% received two visits, and 10% received three or more visits. Staff conducted 2,755 home visits. Among those students receiving home visits, the average number of visits was 1.5 per student with 13 being the maximum that any one student received.

Number of phone contacts. For many reasons staff most often preferred to make direct face-to-face contact with families. In many cases this was the only option because families did not have working or connected telephones. However, 1,593 families were contacted only by phone. Seventy-four percent of these families received one call from staff, 19% received two calls, and 7% received three or more calls. A total of 2,211 calls were made to students/families, with a mean of

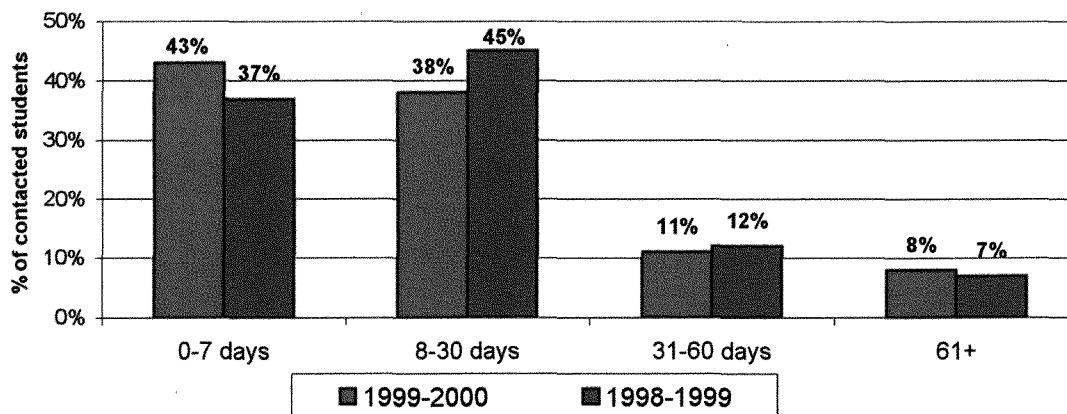
¹⁴ Generally referrals were screened quite thoroughly for absences due to illness but occasionally some would slip through the process.

¹⁵ Usually this was a letter inviting the family to a meeting at juvenile court to discuss the serious repercussions of non-compliance with the Parental Responsibility law and to formalize a plan for returning the child to school.

1.4 and a maximum of 10 calls. Staff reasons for choosing to contact students and their families by phone rather than face-to-face varied considerably. Some staff had to cover a large geographic area and they felt that it was more efficient for them to attempt contact with families by phone before attempting face-to-face outreach. Staff in more densely populated areas of the county often felt that they had better success contacting families if they went directly to the home of the family rather than calling first. Some of these same staff also believed that a face-to-face visit prior to any phone contact enabled them to catch some families "off guard" thus allowing staff a more accurate picture of the family's situation at home. Some staff believed that the wealth of information gathered by visiting the home was worth the inefficiency that might result by not first attempting contact with families by phone.

Time from referral to the first contact. "First contact" is defined as the first actual contact with families after referral. Time calculated from referral to the first contact includes weekends, holidays, and school vacations. Data from 3,682 contacted students/families indicate that 43% were contacted within 7 days of referral, 38% were contacted between 8-30 days. The remainder (19%) took longer than one month to be contacted (figure 12). This pattern is a significant improvement over Year 1 where only 37% of families were contacted within 7 days of referral. This improvement in time to contact came despite an increase in staff caseload Year 1 to Year 2. The median number of days from referral to the first contact was 9 days, which means half of students were contacted within 9 days, if they could be contacted all.

Figure 12. Time From Referral to First Contact (n=3,682)

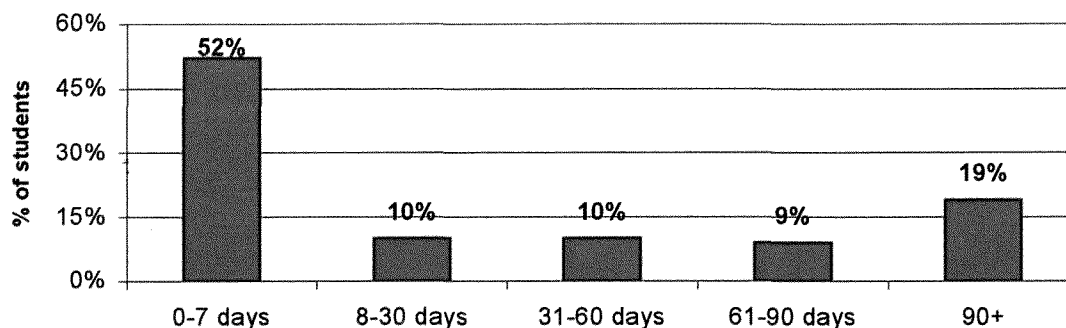


Duration of outreach contact with families. The duration of SAI contact with families ("active outreach") is defined as the time from first contact (or attempted contact) with family/student to the last contact (or attempted contact), with at least one actual contact (face-to-face or phone call) in that period. Of the 3,682 students whose families received at least one contact, the mean length of active outreach was 41 days and the median was 7 days.¹⁶ Active outreach lasted one week for 52% of contacted families, one month for 10%, two months for another 10%, and three months for 9%. About 19% of families had active outreach that lasted more than three months with a maximum of 257 days (figure 13). Generally, the period of active outreach was shorter in Year 2 than in the first

¹⁶ The large difference between the median and the mean reflects that there are a few students with very long periods of active outreach, but active outreach was 7 days or less for 50% of students.

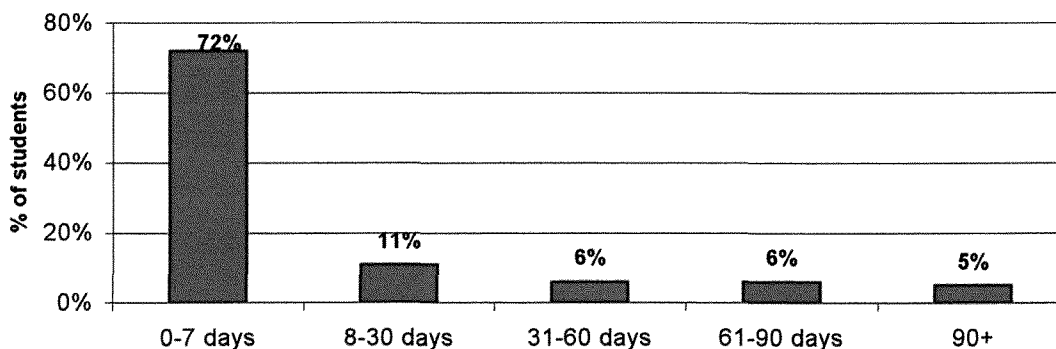
year of SAI—in Year 1 active outreach lasted one week for 42% of students (compared to 52% for Year 2) while 2-3% more families spent over a week in active outreach during Year 1 than in Year 2. The mean number of days of active outreach in Year 2 is 41 compared to 47 days in the first year of SAI. The median of 7 days in Year 2 is substantially shorter than the median of 21 days in Year 1. This suggests that the range of days in active outreach is similar in both years, but that the bulk of students spent far less time in active outreach during Year 2 than in Year 1.

**Figure 13. Duration of contact with referred families
(n=3,682)**



Duration of attempted contact with families. The “duration of attempted contact” is defined as the time between the first attempted contact to the last attempted contact, with no actual contact in the interim. Of the 804 students with only attempted contacts, the mean duration of attempted contact was 15 days while the median was one day.¹⁷ When compared to Year 1, we see the same pattern as seen in the period of active outreach—in Year 1 the median duration of attempted contact was 20 days. For 72% of the students, the attempts lasted one week or less, for 11% the attempts lasted one month, and for 17% the duration of attempted contact lasted two months or more (figure 14).

**Figure 14. Duration of attempted contact with families
(n=804)**



¹⁷ The large difference between the median and the mean reflects that there are a few students with very long periods of attempted outreach, but that for 50% of students duration of attempted contact was 15 days or less.

Concerns identified by field staff. SAI field staff documented circumstances or conditions observed during outreach that may have prevented students from attending school. These observations were recorded as “concerns.” These “concerns” can indicate both the immediate cause of school absence and an indicator of deeper family issues. For example, a child’s emotionally disturbed behavior may be the immediate cause for that student not attending school, but it may also be a symptom of deeper family problems. Fifty percent (2,541) of referred students had at least one concern documented. Of those students for whom there were any concerns documented, 30% had at least 2 documented “concerns” and 14% had at least 4 documented concerns. “Child’s behavior,” “health,” “basic needs,” and “childcare” were the five concerns documented most often (see table 1—note that percentages do not equal 100% because a student can have multiple “concerns” documented). “Child’s behavior” includes violent or emotionally disturbed behavior at home and/or at school. This category also includes those students who runaway from home. “Basic needs” includes food, shelter, and clothing. “Childcare” documented as a concern usually meant that parents were keeping older school-age children out of school to watch over younger children. This is most common in poorer homes where the parent or parents must work but cannot afford child-care. Staff reported that this also occurs in some families of recent Eastern European origin. While most of the top concerns documented by staff are the same as in Year 1. “Child’s behavior” and “parenting skills” were new among staffs’ top concerns.

Table 1. Top concerns documented by field staff

Rank of Concerns	Students (n=2,541)	
	#	%
Child’s behavior	752	29.6
Health	616	24.2
Basic needs	347	13.7
Child care	347	13.7
Lice	292	11.5
Mental Health	283	11.1
Moved	278	10.9
Parenting skills	257	10.1
School transfer	196	7.7
Language	174	6.8
Housing	144	5.7

Referrals to Culturally Specific Services Providers. When language or culturally related issues were a barrier to school attendance, outreach staff would refer families to in-house Culturally Specific Service Providers (CSSP). Some of these staff were from Oregon Council Hispanic Advancement (OCHA), International Refugee Center of Oregon (IRCO), Asian Family Center (AFC), or Native American Youth Association (NAYA), while others were employees of the county or family centers.

Culturally specific outreach staff provided essentially the same types of services as other outreach staff but in a culturally relevant context. Their level of involvement in a case varied from simple one-time translation of a letter to completely assuming responsibility for the case and providing all SAI-related services.

Approximately 223 students (4.4%) of students were referred to Culturally Specific Service Providers. This number is only approximate because though there is a code to document culturally specific services it does not distinguish whether those services were provided by SAI or an outside agency. Conversations with management and staff indicate that it is likely that the bulk of those referrals were to the in-house CSSPs. Another challenge to precisely determining the number of students with involvement from the CSSPs is the very fact that their involvement could range into providing one-time services such as translation or consultation and there was not a convenient method for lead staff to document such activities by their CSSP colleagues.

Referrals to non-SAI services. Field staff referred 12% (607) of students/families to services outside SAI. The five most common types of services/agencies that families were referred to are: Family Centers (38.6%), cultural services (15.3%), School-Based Health Center/Family Resource Center (13.7%), Lice Resource Center (13.2%), and education (12.5%). A referral to the Family Center was most often for: counseling, parental support, classes (anger management, parenting), drug & alcohol services, employment, basic needs, health insurance, tutoring or mentoring. A referral to cultural services could be as simple as a need for translation or something as involved as specialized health care. An education referral indicates referral for an individualized education plan (IEP) or special testing. The percentages do not add up to 100% because a student or family might receive multiple referrals based on their needs. Table 2 below displays the number and percentage of each referral that students or their families received. Six of the top 7 most common referrals were the same as in Year 1 of SAI.

Table 2. Top agencies or services referred to students or families

Referral Agencies	Student (n=607)	
	#	%
Family Center	234	38.6
Culture Services	93	15.3
SBHC/FRC	83	13.7
Lice Resource Center	80	13.2
Education	76	12.5
SCF	62	10.2
Police	31	5.1
Juvenile Court Counselor	18	3
AFS	17	2.8
OHP	16	2.6
Housing	10	1.6
Employment	6	1

Case Management Services

Profile of Families. Case management services are meant to address family issues and needs related to the student's attendance problems that are too great for outreach. Because a student's attendance is often reflective of the family situation, SAI case managers most often worked with parents and students. If necessary they would also work with siblings. During the 1999-00 school year, 796 people received case management services, representing 347 separate cases, including 32 carried over from the previous year. Case managers opened 315 new cases in 1999-00. Of 796 people served by case managers, 45% were students, 33% were parents, and 18% were siblings of the students. The remaining 4% were more distant relatives or foster parents. Of the 347 cases, 212 (61%) consisted of the student and family members, while 121 (35%) consisted of only the student. There was a small proportion of cases (4%) that actually did not involve the student—only the parent(s), sibling, and/or other family members were involved.

Profile of Students.

Demographic information was available for 323 of the 358 students in case management (90%). Of 323 students, 55% were female and 45% were male. Students of Hispanic origin were over-represented in case management compared to the overall population of referred students (23% vs. 14% overall). Conversely, African Americans and Caucasians in case management were under-represented compared to the overall SAI referral population (13% case management, 20% overall for African Americans and 52% vs. 56% respectively for Caucasians). This skew in ethnic distribution compared to the general population of referred students may be reflective of anecdotal observations of field staff that the Hispanic population was generally more receptive to case management services.

**Figure 15. Gender of students in case management
(n=323)**

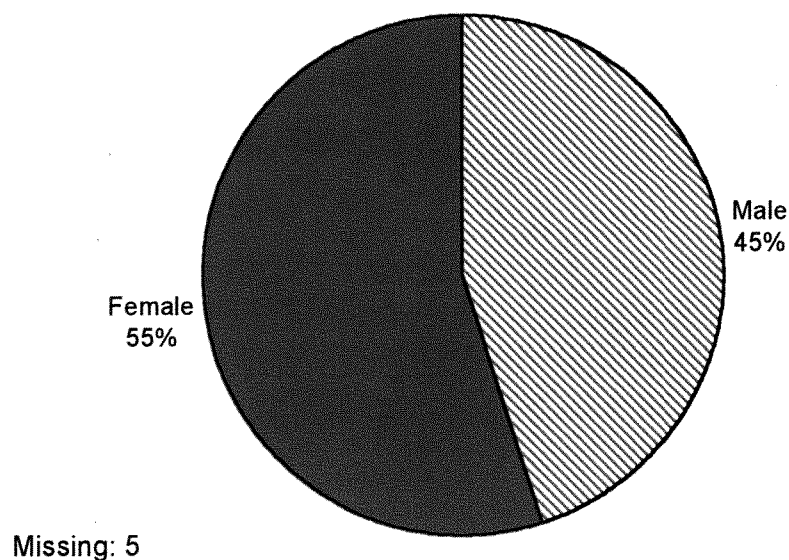
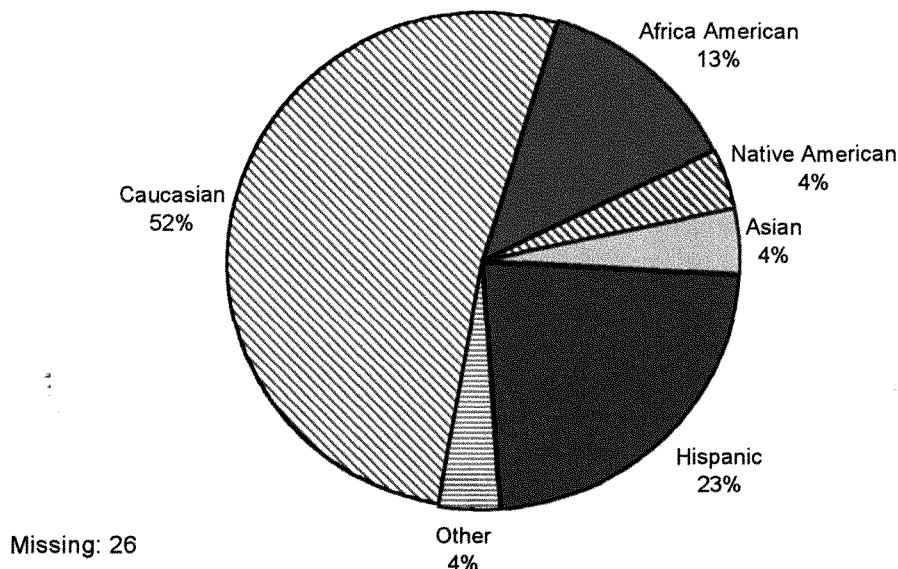
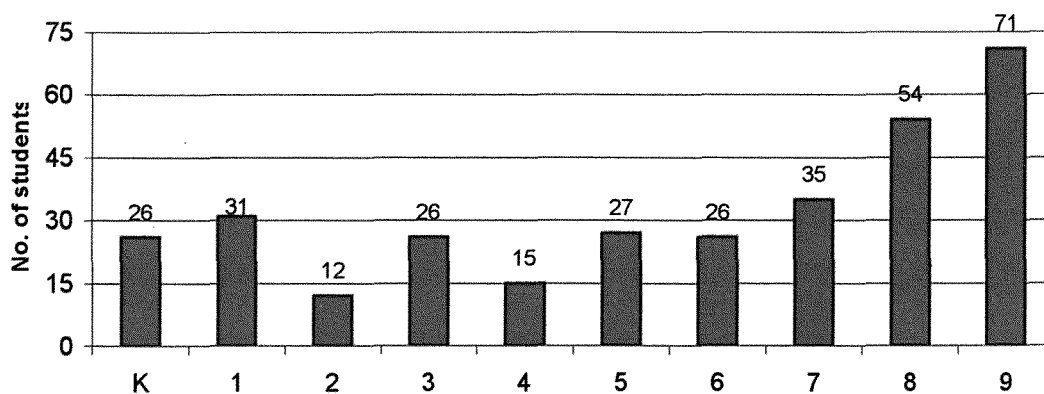


Figure 16. Race/Ethnicity of Students in Case Management (n=323)



As is true for the overall population of students referred to SAI, students referred to case management tend to come from the higher grades — about 58% were from 6th through 9th grade (figure 17). This is a substantially smaller percentage, though, than were referred from the higher grades in Year 1—70% of students in case management came from the higher grades in 1998-99.

Figure 17. Students in Case Management by Grade (n=323)



Students in case management were more likely to have been previously referred to SAI (25%) than non-case managed students (16%). This is not surprising given that the families referred to case management are those with the greatest difficulty getting their children to school, and were thus more likely to be referred to SAI over multiple years (figure 18). Students in case management were also over-represented in Juvenile Court records—36% of students in case management were involved with the juvenile justice system compared to 23% of referred students overall (figure 19).

Figure 18. % of students with previous referral

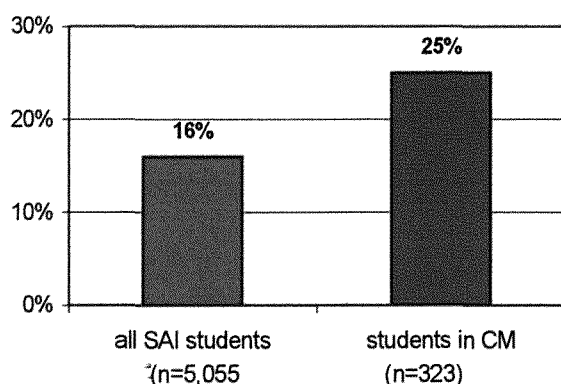
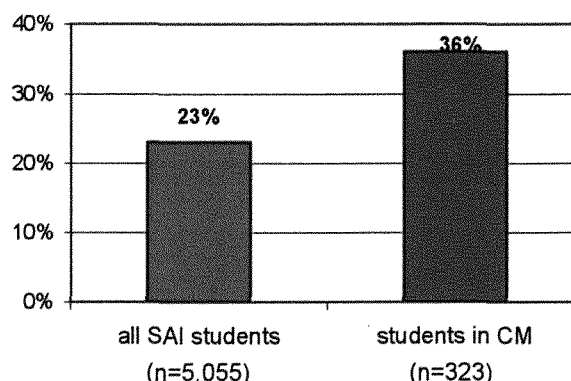


Figure 19. % of students with JIN record



Case management activities. Case managers provided a myriad of different services to families. Most commonly they: (1) provided general support and encouragement, gave support for a particular endeavor such as making and keeping an appointment to see a doctor, and helped families navigate the public service delivery system (“support”), (2) co-ordinated services from different agencies for the family, or advocated for the family with other agencies (“case co-ordination”), (3) evaluated conditions or problems encountered by families to prevent students from attending school (“needs assessment”), (4) formulated a specific strategic plan for the family to address the issues and needs identified (“case planning”), (5) worked with families to solve specific problems (“problem solving”) and (6) tried to locate and contact families (“client tracking”). The code for this last activity was added at the request of case managers near the end of Year 1 because they felt that they spent a substantial part of their time just trying to track families down. In 1999-00 case managers spent time tracking 56% of the families referred to SAI.

Table 3. Frequency distribution of case management activities and time spent on activities

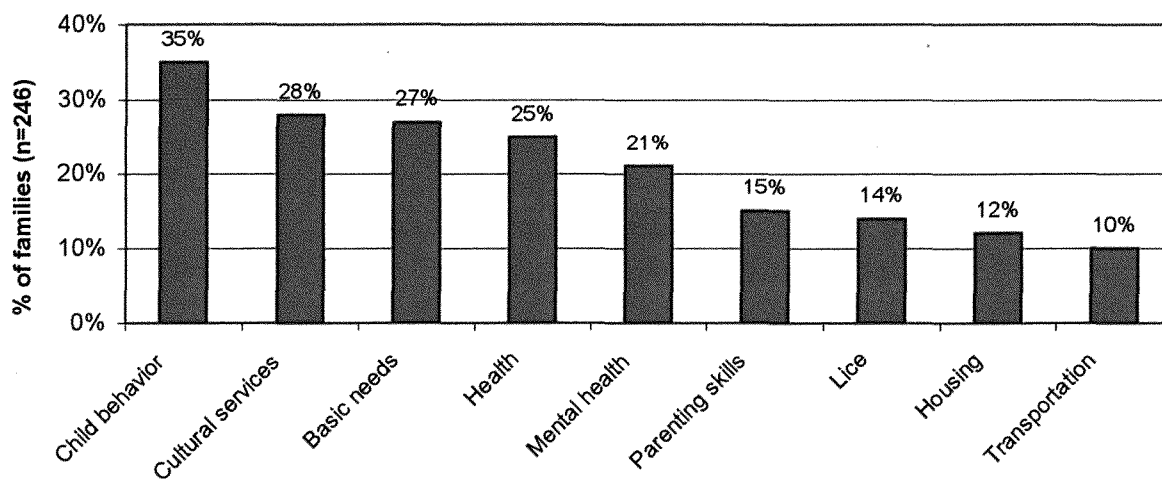
Case management activity	% of cases with activity (n=347)	% of time spent on activity (n=347)
Support	75%	34%
Case Coordination	57%	15%
Client Tracking	56%	9%
Needs Assessment	50%	5%
Problem Solving	40%	9%
Case Planning	38%	6%
Education	20%	7%
Crisis Intervention	18%	3%

Time spent on each type of activity. Case managers served 347 cases for a total of about 4,000 hours during 1999-00 school year. They spent 34% of their time providing support to families, followed by case-coordination (15%), client tracking and problem solving (9% respectively).

Time spent on each case. For cases that had activities documented, the average time staff spent on a case was 11.4 hours. This average was skewed by the presence of a few extreme values. In such cases the median is a statistic more reflective of reality. The median time spent on a case was 4.75 hours, indicating that 50% of the cases had times less than 4.75 and 50% had times greater than 4.75. The median time spent in Year 1 was 5.5 hours.

Concerns identified in case management families. Case managers documented specific concerns for 71% (246) of families in case management. The most common concerns identified were “child’s behavior” (35%), “cultural services” (28%), and “basic needs” (27%). Case managers identified concerns for more than 10% of families in areas such as parenting skills, transportation, health, and housing (figure 20).

Figure 20. Concerns identified in case managed families



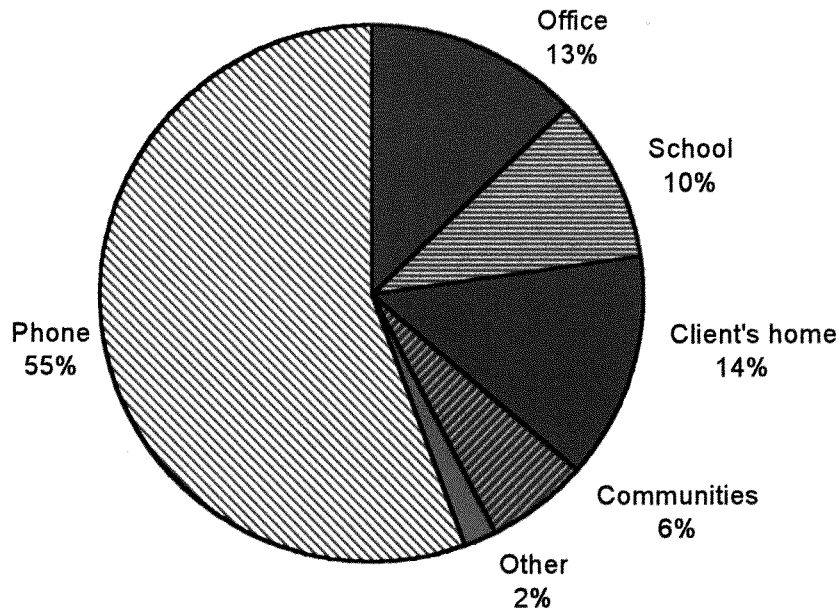
Referrals to additional services for case managed families. Of the 347 families, 161 (46%) were given a total of 296 referrals to services at agencies external to SAI. Referrals were most commonly made to Family Centers (55%), for education (34%), and cultural services (26%). The referrals to the Family Centers were mostly for housing (rental assistance and temporary housing), help with SSI,¹⁸ skill building, tutoring services, and assistance with getting a Green Card. There were quite a few families that were also referred to SCF and the Lice Resource Center. There was a substantial increase in the percentage of referrals to cultural services from Year 1 to Year 2 — during 1998-99 school year 15% of referred families were directed toward cultural services compared to 26% in 1999-00.

Site where case management activities took place. The majority of activities (55%) took place over the phone, followed by 14% in the client’s home, 13% in the case manager’s office, and

¹⁸ Supplemental Security Income

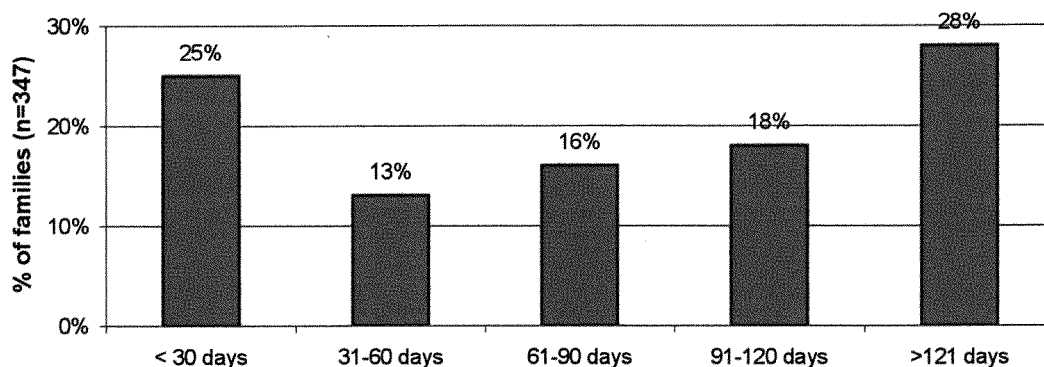
10% at the school. Most commonly case managers used the telephone to locate clients, provide support to clients, and to co-ordinate the case with other agencies.

Figure 21. Site of case management activities (n=347)



Length of time families were in case management. About 60% of cases opened in 1999-00 school year were closed by the end of June 2000. This was an increase over Year 1 of SAI in which only about a third of all cases were closed by the end of the year. In Year 2, families were in case management longer on average than in Year 1 (84 and 63 days respectively). About 46% of cases were open longer than 90 days (figure 22).

Figure 22. Time spent on case management



Reasons for closing case managed cases. Case managers closed cases for a broad range of reasons. The two most common reasons case managers documented for closing a case were (1) the case managers judged that the problems of the family had been addressed (“problem addressed, 29%) and (2) the client was satisfied with the outcome of case management services (“client satisfied”, 27%)(see table 4). However, about 13% of cases closed because it was clear to staff that either (1) case management wasn’t helping the family or (2) the staff had exhausted all resources available through SAI (“end of resources”). A small percentage of cases (5%) were closed because case managers were not able to contact the family (“no contact”).¹⁹

Table 4. Reasons for case management termination

Reason	% of cases (n=209)
Problem addressed	29%
Client satisfied	27%
End of resources	13%
No contact/not complete	5%
Transfer to other SAI team	3%
Client dissatisfied	1%
Other	22%
Total	100%

About a fifth (22%) of cases were closed for “other” reasons—this usually meant that the family no longer qualified for case management services because: (1) the student had been adjudicated, (2) the student was too old (over 15), (3) the student transferred to an alternative school, or (4) the family moved out of the county.

¹⁹ Anecdotally, staff have discussed that some families will initially agree to case management services but then evade case managers’ attempts to make contact. Staff believe that the family’s initial agreement was an attempt to mollify SAI staff concerns.

Outcome Evaluation

Pre-Post Intervention Changes in Attendance

Method. We assessed the impact of SAI intervention on attendance by comparing students' attendance before initial contact by SAI with attendance after initial contact. The attendance data were provided by the school districts via computer download. Generally, we compared the attendance during the 45 school days before first contact with the 45 school days after the first contact. These 45 school day periods do not include holidays, vacations, or other non-school days or days when a student was temporarily withdrawn or suspended from school. Many students were not included in the analysis because they did not have 45 school days before and/or after the first contact. There were 4 reasons for this occurring: (1) contact by SAI was within 45 school days of the beginning or end of the school year, (2) the student transferred from another school district, or (3) enrolled in school late in the year, or (4) withdrew early from school. For students with insufficient data to compare 45 school days before and after first contact we compared attendance from the 30 school days before and after the first contact, if it was available. A paired-samples t-test was conducted to determine if the pre-contact attendance was statistically different from the post-contact attendance.

In summary, students were included in the attendance outcome analysis if: (1) they had attendance data for at least 30 school days before and after contact, (2) they or their families were contacted by SAI field staff, and (3) they had at least 3 days of absence in the 20 school days prior to referral. Of the 5,055 students referred to SAI, 1,713 (34%) students were eligible for the 45 days analysis, and an additional 511 (10%) students were eligible for the 30 days analysis.

Changes in average attendance before and after first contact by SAI. There were 1,713 students who were eligible for 45 days analysis. They were absent on average 11.3 days before the first contact and 7.7 days after first contact (figure 23). The difference between the before and after contact absences is 3.6 days and is statistically significant ($p < .001$). Expressed as percent attendance, the before and after contact absence rates correspond to 75% attendance before contact and 83% attendance after contact (figure 24).

Figure 23. Average absences in 45 school days pre- and post-contact (n=1,713)

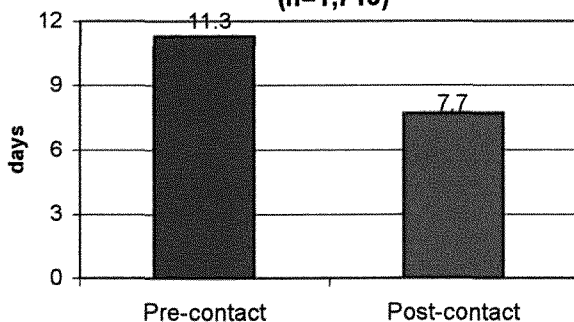
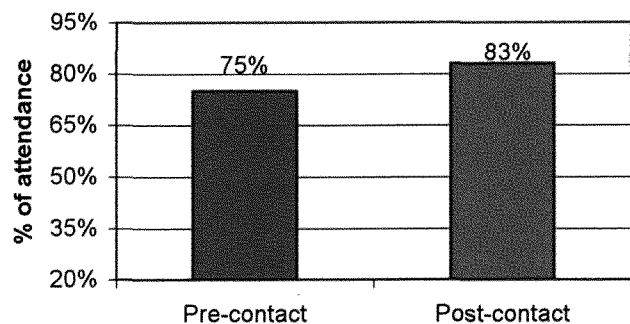


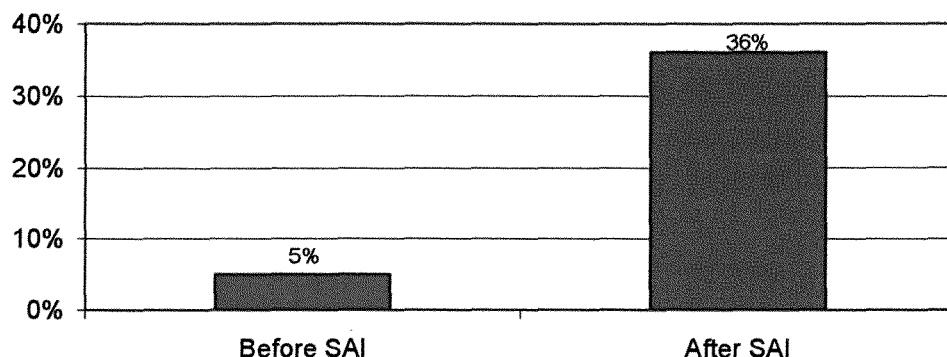
Figure 24. Average attendance in 45 school days pre- and post-contact (n=1,713)



There is statistically significant ($p < .001$) difference of 8 percentile points between these two rates. The increase from 75% attendance before contact to 83% attendance after contact corresponds to an average 11% rate of improvement in attendance.²⁰

Changes in the percentage of students at 90% school attendance during 45 days before and after contact. During the planning stages of SAI prior to full implementation in 1998-99, school principals agreed that 90% attendance was a good and reasonable goal for all students. Using this standard to measure the proportion of SAI students who were 'adequately' attending school, we found that the percentage of SAI students who attended school 90% of the time or more increased from only 5% on average before contact to 36% on average after contact. Since on average student attendance improved from 75% to 83%, students on average are more than 50% of their way to the goal of 90% attendance. These results are consistent with the gains in attendance seen as a result of SAI intervention during the first year (1998-99).

**Figure 25. Students meeting 90% attendance standard
(n=1,713)**



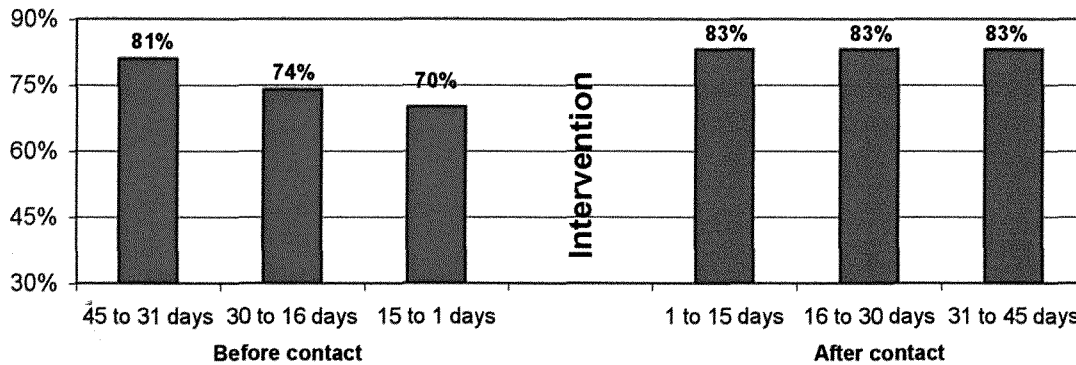
Changes in average attendance during 15 day increments before and after the first contact. To get a more refined view of the changes in attendance patterns that are happening before and after contact with SAI, we divided both the 45 day period before first contact and the 45 day period after first contact into three 15 day increments each. Figure 26 shows the attendance rates in those 15 day increments. Figure 26 is a timeline of attendance with each vertical bar representing the same group of students at different time points: 1-15 school days, 16-30 school days, and 31 to 45 school days.

We see attendance before SAI contact slipping downward from 81% in 45-31 days before contact, to 74% in 30-16 days before contact, then 70% during the last 3 weeks (15-1 days) before SAI intervention. Average attendance rate increased to 83% in the first 15 days following initial contact, and remained stable at 83% for at least 45 days following first contact. What this means for the average student is that their attendance starts out okay but slips steadily downward until SAI contacts their family. After contact with SAI the student's attendance jumps to the level it was at nearer to the beginning of school and remains stable at about 83% attendance. This

²⁰ That is 0.08 (8%) divided by 0.75 (75%) equals 0.107 or 10.7%.

pattern is consistent with the results obtained in the first year of SAI. This suggests that the positive effect of the intervention is stable over time.

Figure 26. Attendance rates over time before and after first contact (n=1,713)



Changes in average attendance during the 30 school days before and after the first contact. Though some students did not have enough school days before and after the first contact to be included in the 45 days analysis, they did have enough days to warrant a separate analysis. Five hundred and eleven (511) students did have 30 days of school before and after first contact. These students showed a very similar pattern of improvement in attendance as the students with 45 school days. On average they missed 8.6 days in the 30 days of school before the intervention, and 6.1 days in the 30 days after intervention (figures 27 and 28). This corresponds to a statistically significant 13% rate of improvement in attendance ($p < .001$). Five percent of these students were attending at the 90% standard before intervention, while after intervention 37% were attending at the 90% standard.

Figure 27. Average absences in 30 school days pre- and post-contact (n=511)

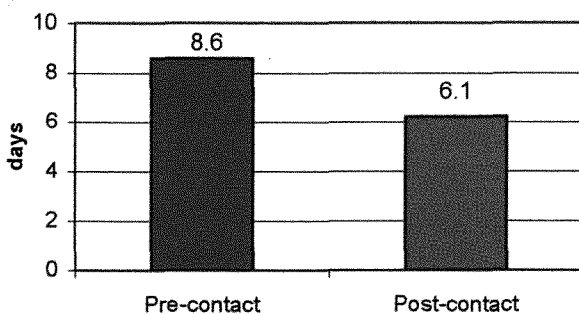
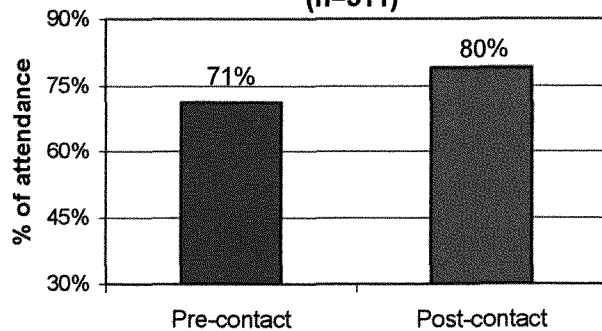


Figure 28. Average attendance in 30 school days pre- and post-contact (n=511)



Limitations on generalizing SAI outcomes to all referred students. Only a portion of all students was included in the analysis of attendance data. A student must have been contacted by staff; had a certain number of pre-referral absences (per SAI policies and procedures); and have attendance data available. What can we say about those students who were contacted but not

included in the analysis? Can we generalize the results of the outcomes analysis to all students that were contacted by SAI? What are the limitations to making generalizations? To answer these questions we need to examine the reasons for excluding contacted students and whether we should suspect their association with particular patterns of attendance. To be included in the outcomes analysis a student's data had to meet these criteria:

- 1) Attendance data was available
- 2) Attendance data was complete for at least 30 days before and after intervention.

Only students who had at least 30 school days of contiguous attendance data both before and after intervention were included in the outcome analysis. Why would students not have these attendance data? If students were contacted by SAI staff early in the school year (prior to 30 days after school started) then those students would not have an adequate amount of attendance data to conduct a reasonable analysis. The same is true for those students contacted within 30 school days of the end of school. There is no reason to suspect that these students have attendance patterns different from students included in the analysis. Another group of students who did not have complete attendance data were those who transferred, moved, withdrew or were expelled. There is reason to believe that these students' attendance is associated with moving, transferring, withdrawing, and being expelled. Those students who withdraw or are expelled are not likely to have good attendance. We know from the results of the Truancy Diversion Project and the Multnomah County Student Mobility Study that students who move a lot or transfer schools are not likely to attend school well. Attendance of students in these 2 groups is not likely to be comparable to students included in the analysis. We need to exercise caution when generalizing the results of the attendance analysis to all students contacted by SAI.

Factors Associated with Improved Attendance

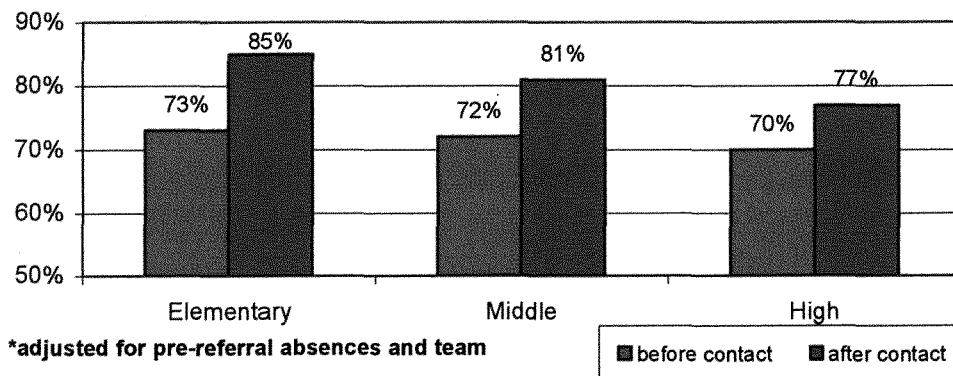
There are myriad ways that students referred to SAI can differ from each other—their pre-referral attendance patterns, race, gender, their team assignments, their involvement with the juvenile justice system, and so forth. In any analysis of intervention effects on attendance patterns it is incumbent upon us to analyze these other characteristics of students for any association with changes in attendance, essentially addressing the question of whether or not any of these other factors contribute to the variation in attendance.

Method. We analyzed students with at least 45 days each of pre and post contact attendance data (n=1,713) looking for factors that could be associated with the level of improvement in post-contact attendance. Among the independent variables included in the analysis were: gender, ethnicity, grade (collapsed into 3 school levels), team, number of pre-referral absences, case management status, juvenile justice involvement, and prior referral to SAI. Each of these variables could logically be associated with improvements in attendance. The analysis of factors associated with changes in attendance was conducted using a repeated measures general linear model (GLM) design. Estimated marginal means (means that were adjusted for the other

variables in the model) derived from the repeated measures GLM are reported.²¹ Variables with a $p < 0.05$ were considered statistically significant.

Association of attendance and school level. Although attendance of students in all grades improved, results indicate that students in the early grades tend to show greater improvement in attendance after contact from SAI than students in later grades (figure 29). Students in elementary school grades improved more (73% to 85%) than those in middle school (72% to 81%) or high school (70% to 77%). These results were adjusted to account for any influence of pre-referral absences or team ($p < .001$) suggesting that these changes in attendance are truly associated with school level. The fact that SAI is more effective with younger students implies that students in the later grades may need a different style of intervention. Field staff observed that students in earlier grades deal with different issues than students in later grades. Elementary school students are more likely to have more family-related problems like health issues, lice infestations and transportation challenges. Middle school and 9th grade students are more likely to have peer-related or behavioral issues such as running away, “hanging out” with peers rather than attending school, substance abuse, and criminal activity.

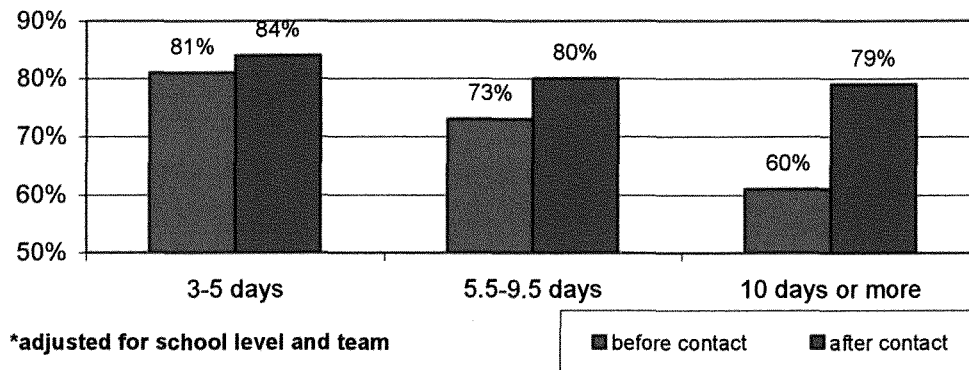
Figure 29. Attendance before and after first contact by school level (n=1,713)



Association of attendance and pre-referral absences. Students vary in the number of days they are absent prior to referral. The number of absences prior to referral is associated with the rate of improvement after referral. The attendance of students absent 10 or more days prior to referral to SAI improved significantly more (60% to 79%) than the attendance of students with fewer pre-referral absences ($p < .001$) (see figure 30). Despite showing the greatest improvement in attendance after intervention, students with the highest number of pre-referral absences were still not attending as often as students who had fewer pre-referral absences (79% and 84% respectively (figure 30). These results were adjusted for the influence of team and school level. This pattern suggests that the more entrenched the non-attendance behavior becomes, the more it resists change.

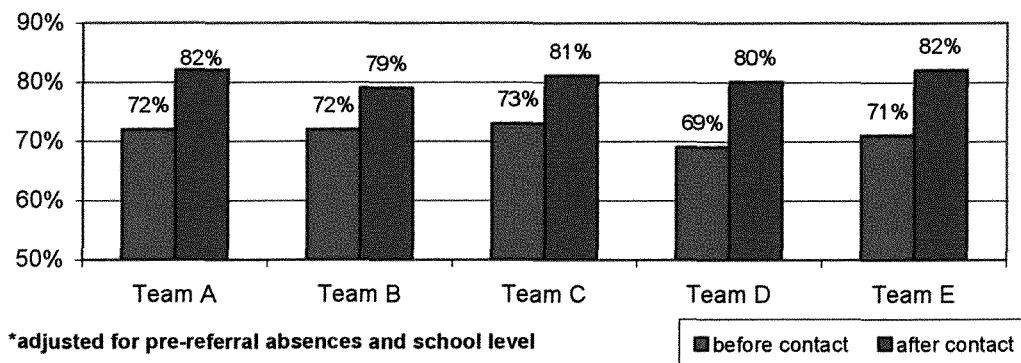
²¹ “Adjusted” or “controlled” variables are held constant while the variable of interest is analyzed for its unique association with the dependent variable separate from the association it may share with the other independent variables.

Figure 30. Attendance before and after first contact by pre-referral absences* (n=1,713)



Association of attendance and team. “Team” corresponds to 5 different geographic regions in the county. Each team varies from all other teams in terms of: (a) the population density of their area, (b) the number of years of field experience of the staff on that team, (c) the socio-economic status of the people living in that area, (d) staff roles, and (e) style of outreach. It is easy to see how a number of these features of “team” could be associated with improvements in attendance. For team the rates of improvement in attendance ranged from 9.7% to 15.9%. After adjusting for pre-referral absences and school level, differences in attendance improvement were significantly associated with team ($p < .05$).

Figure 31. Attendance before and after first contact by team (n=1,713)



Association of attendance and juvenile justice involvement or prior referral. On average, all students improved their attendance after SAI contact. Students who were not referred to SAI in previous years or not involved with the juvenile justice system, however, improved more than students with a prior referral to SAI or to the juvenile justice system ($p < .05$) (figures 32 and 33). Both of these variables were adjusted for any association of team, school level, or pre-referral absences.

Figure 32. Attendance before and after first contact by prior referral* (n=1,713)

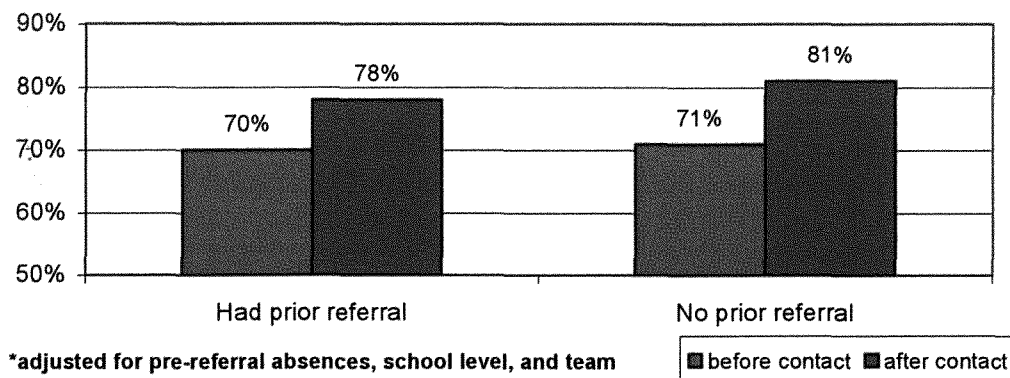
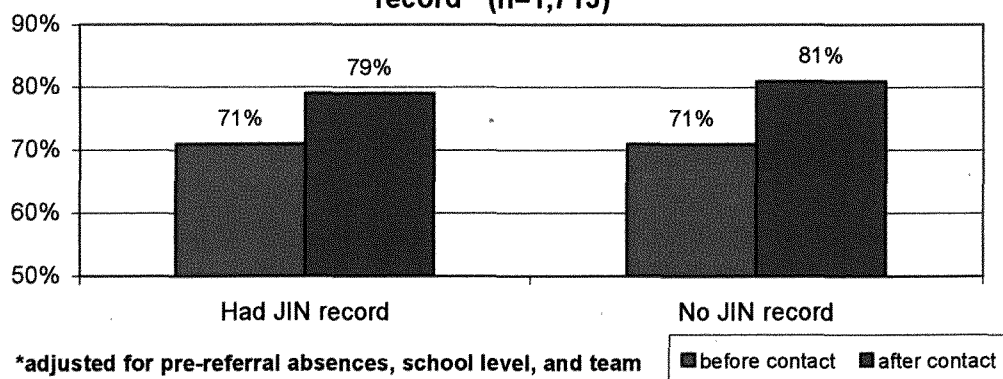


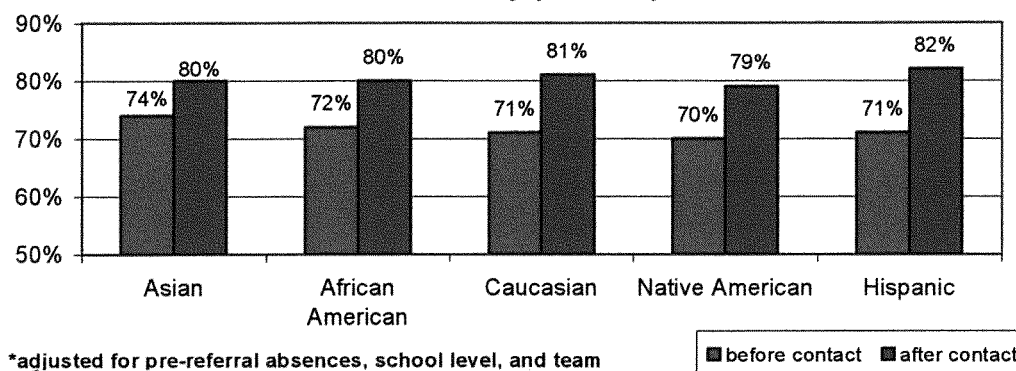
Figure 33. Attendance before and after first contact by JIN record* (n=1,713)



Association of attendance and gender or ethnicity. Gender was not associated with improvements in attendance. Ethnicity, however, was associated with changes in attendance. Hispanic students' attendance improved significantly more and ended higher than attendance of students in other minority groups ($p < .05$).²² Analysis of both gender and race/ethnicity was adjusted for pre-referral absences, school level, and team.

²² Hispanic attendance was not significantly different from Caucasian attendance.

Figure 34. Attendance before and after first contact by race/ethnicity (n=1,713)



Association of attendance and case management status. Case management was a factor associated with attendance—generally students were transferred to case management precisely because their problems were much more entrenched and severe than most students referred to SAI. Their attendance followed suite—students in case management had poorer attendance before and after SAI intervention (69% to 75%) than students not in case management (72% to 81%).²³

We cannot conclude from these results that case management is not effective because: (1) case management services may not have even started within the 45 days after initial SAI contact, (2) given the severe needs of families, it is unlikely that case management services can effect a quick change in attendance behavior, and (3) though attendance is our primary measure of outcome, it may simply not be sensitive enough to measure other positive changes occurring within the family as a result of case management. We address this last point in the section “Future Directions.”

In summary, several factors that describe students (ethnicity, grade, case management, number of pre-referral absences, team) are associated with improvement in attendance.

Changes in Attendance with or without SAI Intervention

We have effectively demonstrated that students’ attendance significantly improves after intervention by SAI. Is this improvement a direct result of SAI contact? There are reasons that a student’s attendance might improve on its own without the assistance of SAI staff. Parents, teachers, counselors, or others are likely to have worked with the student outside the context of SAI. It is plausible that attendance improved as a result of these influences. Student’s poor attendance may have resulted from illness, so that as soon as the child got well they returned to school. In the context of SAI, recovery from illness is a possible but unlikely reason for

²³ Adjusted for pre-referral absences, team, and school level.

improved attendance because eligible students were specifically screened prior to referral for situations such as illness and vacation.

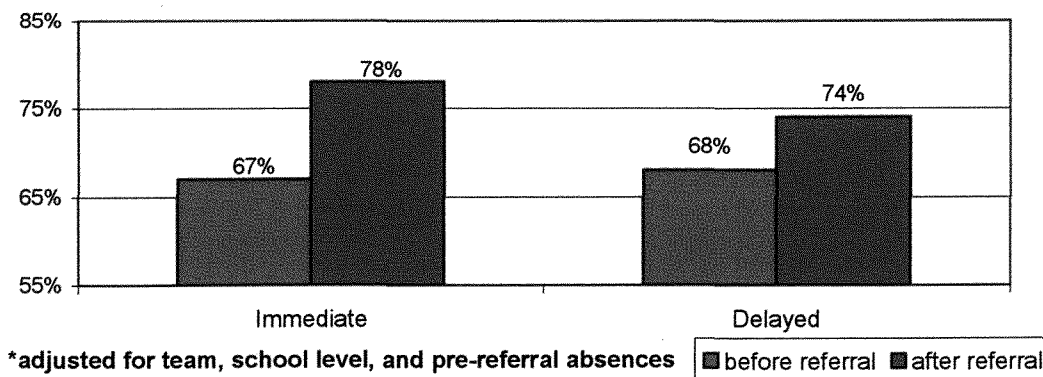
Since a behavior (poor attendance) that is extreme (compared to the behavior of most students most of the time) is the signature requirement for referral to SAI, there is the possibility that improved attendance is simply a return to a more natural condition of average attendance and doesn't have anything to do with the intervention of SAI. A student, for example, may normally attend school well, but because of some unusual events in her life, her attendance slips. Consequently the student would be referred to SAI. After being contacted by SAI, her attendance improves. Was the improvement in the student's attendance a result of SAI intervention or would it have simply returned to normal on its own? Fortunately, there is a way to address this question.

Immediate vs. Delayed Intervention Groups: comparison of attendance improvement.

To examine whether the observed improvement in students' attendance was due to the contact from SAI staff and not other factors, we compared the attendance of students who were contacted 30 days after being referred to SAI (delayed intervention group), with attendance of students who received contact within two days of being referred to SAI (immediate intervention group)²⁴. Changes in attendance in the 30 days before and after referral²⁵ were compared to see if students who had not yet been contacted in the 30 days after referral showed the same level of improvement as those contacted immediately after referral. If it is true that non-SAI factors are responsible for the improvement in attendance then the post referral attendance of the delayed intervention group should be the same as the post referral/post contact²⁶ attendance of the immediate intervention group, because the only difference between these two groups was the timing of the SAI intervention.

While attendance improved for both groups in the 30 days after referral, attendance improved significantly more ($p < .05$) for students who received an immediate contact (67% to 78%) than for those who received first contact more than 30 days after referral (68% to 74%). Attendance

Figure 35. Attendance rate in 30 school days before and after referral* (n=791)



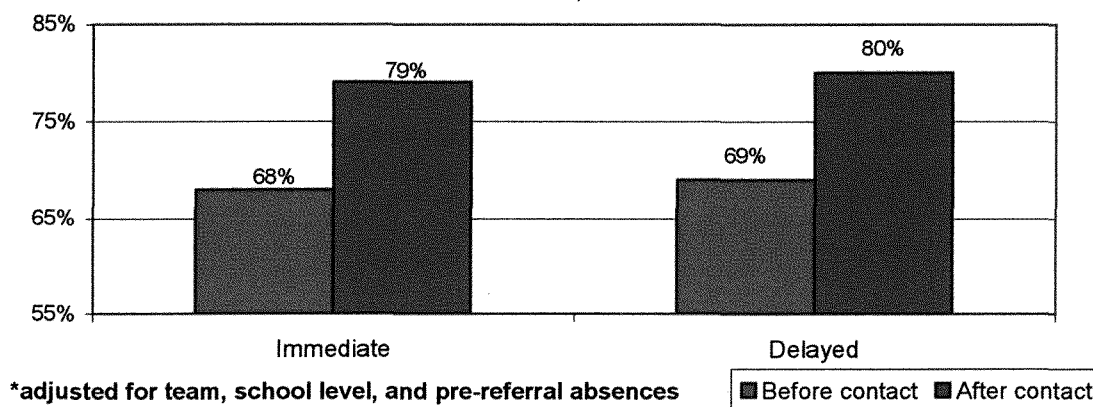
²⁴ Students were not randomly assigned to these groups—they were placed in these groups after the fact.

²⁵ Adjusted for grade level, team, and pre-referral absences.

for the immediate intervention group improved by 16.4%, while the improvement rate for the delayed intervention group was only 8.8% (figure 35). These results were adjusted for grade level, team, and pre-referral absences. Thus, SAI intervention is responsible for a statistically significant proportion of the observed improvement in attendance. These results are consistent with observations made in Year 1 of SAI.

What does attendance for the delayed intervention group look like after they were contacted? Post contact improvements in attendance were comparable for both groups. Post contact attendance for the delayed intervention group improved by 15.9% (69% pre-contact to 80% post contact). There is no significant difference in post-contact attendance between the 2 groups.²⁷ These results suggest that a 30 day delay in intervention after referral does not blunt the effectiveness of the program to improve attendance.

Figure 36. Attendance rate in 30 school days before and after first contact* (n=791)



Immediate vs. Delayed Intervention: Changes in the percentage of students attending 90% of the time. If we apply the 90% standard for adequate attendance to this comparison of Immediate vs. Delayed Intervention, we see that in the Immediate Intervention group, the percentage of students who attended school 90% of the time rose from 2% in the 30 days before contact to 42% after SAI staff contact. Among the Delayed Intervention group, 3% attended school 90% of the time before referral, 29% after referral but before contact with the SAI staff, while 37% attained 90% attendance in the 30 days after contact with SAI staff.

One cautionary note — the validity of this comparison rests on the assumption that the decision by field staff to intervene immediately or postpone intervention was based merely on the size of their case load and not on any inherent characteristic of the student. That is, for the comparison of attendance rates to be valid, the timing of the intervention should be the only meaningful difference between students in the Delayed Intervention and Immediate Intervention groups. Although several variables (team, grade level, and pre-referral absences) were adjusted while comparing attendance improvements between the two groups, the assumption that students who

²⁶ For the immediate intervention group the post referral period is essentially the same as the post contact period.

²⁷ Adjusted for pre-referral absences, team, and school level.

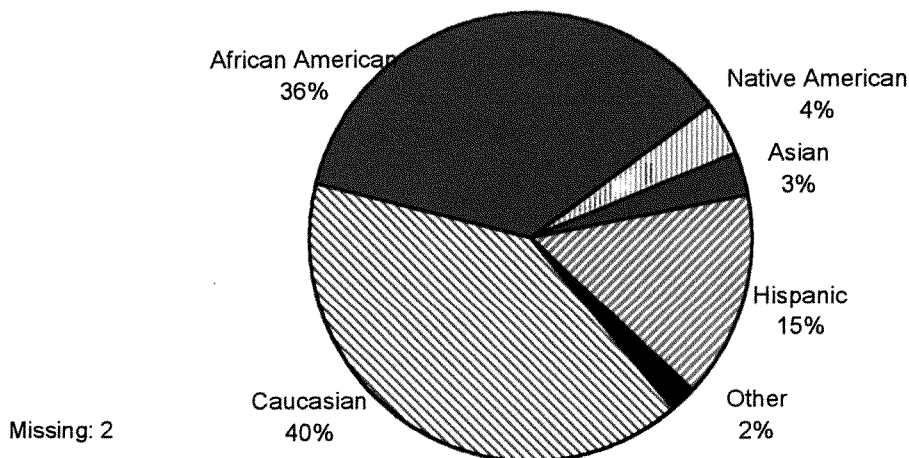
received an immediate intervention did not differ in any significant way from students who received a delayed intervention cannot be fully tested.

Pre-Post Intervention Changes in Academic Achievement

Attendance of students referred to the School Attendance Initiative improves after intervention by SAI. What happened to students once they returned to the classroom? Did students' academic standing change after intervention? To begin to address these questions we examined data from a student report card piloted by Portland Public Schools. The report card was implemented on a voluntary basis in 28 schools. We obtained the student report card data for the 179 SAI students who attended 11 of the participating elementary schools and 2 of the middle schools during the 1999-2000 school year.

Ethnic Profile of Students. The ethnic profile of the students for whom there was achievement data was different from the general population of referred students. African-Americans, comprising 36% of students with achievement data, were over-represented compared to the general population of SAI students (20%). The percentages of Hispanics, Native-Americans, and Asians were about the same as found in the overall population of SAI referred students. Caucasians (40%), were under-represented compared to the overall population of SAI referred students (56% in overall SAI).

Figure. 37 Race/ethnicity distribution of achievement sample (n=179)



Method for analysis. There are some features of the pilot student report card data and methodological challenges that are important to understand:

- **Teacher ratings.** The “grades” on the student report cards are not grades per se, but represent teacher subjective ratings on the student’s ability to apply grade level appropriate concepts and skills relative to what is expected at that grade level. The categories used are: “Not yet meeting expectations,” “Close to meeting expectations,” “Meets expectations,” and

“Exceeds expectations.” For the sake of simplicity these 4 categories were collapsed into 2 categories for some analyses (“Meeting Expectations” and “Not Meeting Expectations”).

- **Grading schedules vary.** Schools vary in their grading schedule—most are on a quarter system, but a few are on a trimester system. This effects which grading periods can be used for analysis.
- **Comparing grading periods.** For assessing whether SAI contact was associated with improvement in academic ratings we compared teacher ratings of students before first contact by SAI with those made after contact.

Students on a trimester grading schedule could have been contacted in any of trimesters 1, 2 or 3. Since our intention was to compare achievement ratings pre-SAI intervention with ratings post-intervention, we compared trimester 1 ratings with trimester 3 ratings, but only for those students contacted in trimester 2. Students without a first contact in trimester 2 were not included in the analysis.

Students on a quarter grading schedule could have been contacted by SAI in any of four quarters. According to Portland Public Schools staff grades given in quarters 1 and 3 are not as indicative of overall student performance as those grades given in either quarter 2 or quarter 4. We heeded this advice and used only ratings made in quarters 2 and 4. The analysis of the quarter system ratings compared quarter 2 ratings with quarter 4 ratings for students first contacted in either quarter 2 or quarter 3.²⁸

- **Subject areas.** The pilot student report card records teacher ratings (grades) on numerous subject areas. However, students varied considerably in the number of subject areas for which they had ratings. There were two subject areas for which nearly every student had grade data: math and reading/language. We used these subject areas in our analysis.
- **Pooling results.** The trimester analysis results were pooled with the quarter system analysis results.

Changes in Academic Achievement. In math 16% (n=14) of students improved from below grade level expectations to meeting or exceeding expectations (total n=87). Ninety-seven percent of the remaining 73 students showed no change in expectation rating.

In the reading subject area the change was even more pronounced: 29% of students (n=25) improved from below grade level to meeting or exceeding grade level expectations (total n=87). Ninety-seven percent of the remaining 62 students showed no change in expectation ratings.

The results are also encouraging if we expand our scope to look not just at the students who improved but at the total number of students meeting or not meeting expectations (figures 38 and 39). Before SAI intervention 31% of students were meeting (or exceeding) grade level expectations in math; after intervention that percentage increased to 44% (n=27 and 38

²⁸ See Appendix 4 for a more detailed discussion of the selection process for rating comparisons.

respectively). In the reading subject area 31% of students were meeting (or exceeding) grade level expectations before SAI intervention, while 56% were meeting the expectations after SAI intervention (n= 27 and 49 respectively). While our sample size is small and limits generalizing these results to all students referred to SAI, they suggest that intervention by SAI may positively affects students' academic achievement.

Figure 38. % Meeting reading expectation (n=87)

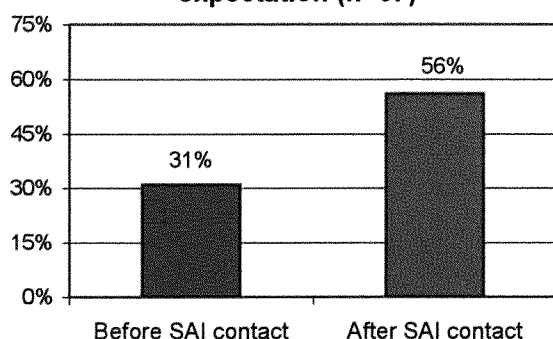
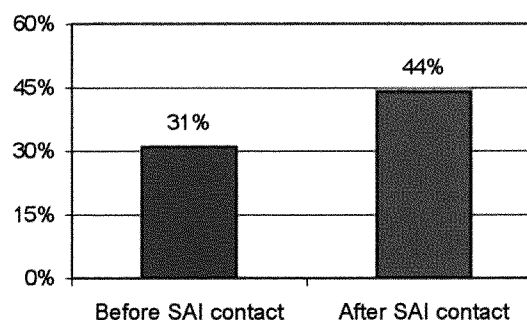
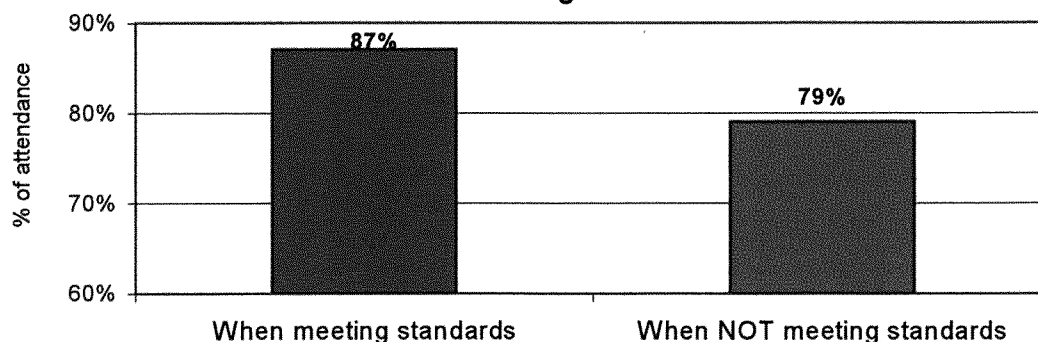


Figure 39. % Meeting math expectation (n=87)



The results showing positive changes in academic achievement led us to ask the broader question: Is meeting grade level expectations associated with a certain threshold of attendance? To answer this question, we grouped students' individual ratings into either of two categories: meeting or not meeting grade level expectations. We then looked at the association of attendance with those ratings. When students were not meeting grade level standards, they were attending school, on average, 78.8% of the time. On the other hand, when students were meeting standards they were attending school, on average, 87.0% of the time (figure 40). This difference lends support to the argument that academic achievement is directly linked to attendance. While the small sample size limits generalization to the larger population of referred students, this observation bolsters the conclusion that intervention by SAI staff may positively effect students' school performance as well as attendance.

Figure 40. Attendance of students when meeting or not meeting standards



Summary of Findings

The results of this analysis of Year 2 of SAI are generally consistent with the findings from Year 1. Of the 5,055 students referred during Year 2:

- 52% were girls and 42% were people of color;
- 52% were from grades K through 5, and 48% were from grades 6 through 9;
- 6% were referred to SAI case management;
- 10% had prior contact with the Juvenile Justice system as dependents and 13% as delinquents;
- 16% were also referred to SAI Year 1.

During Year 2, SAI field staff made a tremendous effort to reach students and families:

- 73% of referred students received at least one contact; staff attempted contact on most of the remaining students;
- 2,755 home visits were made to 1,957 students and families;
- 43% of students and families were contacted within 7 days of referral;
- 347 cases were transferred to case management and 796 students and family members received case management services;
- 34% of 4,000 case management hours were spent supporting students and families.

Based on data from 1,713 students for whom attendance information was available for 45 school days before and after first intervention:

- The average attendance rate in 45 school days improved by 11%—from 75% before to 83% after first intervention;
- The percentage of referred students meeting the standard of 90% attendance increased from 5% before intervention to 36% after intervention.
- Improvements in attendance are stable over time — attendance dramatically improved immediately after intervention (70% to 83%) and remained at 83% over the 45 days after first contact.
- Students in grades K-5 showed the greatest improvement as well as the highest attendance rate after first intervention, compared to students in grades 6-9;
- Students with the worst attendance prior to first intervention showed the greatest improvement after first intervention (60% to 79%), although their post-intervention attendance (79%) was still lower than the post intervention attendance of students with the best pre-intervention attendance (84%);
- Student with prior referral to SAI or involvement in the juvenile justice system showed less improvement after intervention, compared to those without prior referral or JIN records; and
- Case managed students had more severe attendance problems than non-case managed students. Their attendance improved less than the attendance of students who were not in case management.

Future Studies

Student Achievement

Do students that return to the classroom as a result of intervention by SAI staff actually improve their academic performance? In this report we have discussed the improved academic achievement of a small sample of students referred to SAI. This analysis was based on a student report card piloted by Portland Public Schools in a few selected elementary and middle schools. Though the sample is small, the results are quite encouraging — a substantial proportion of the students improved their academic standing over the course of SAI intervention. Given these promising results, we think it is worthwhile to pursue this question further. We would like to answer another important question: How does the academic achievement of students referred to SAI compare to students who were not referred to SAI? We hope to explore this question using data on both referred and non-referred students for the 2000-2001 school year.

We are pursuing other data as well. Portland Public School (PPS) middle school students receive grades. We have spoken with PPS evaluation personnel about using 2000-2001 data from all PPS middle schools to explore the effect SAI may have on student academic achievement. Portland Public Schools may implement the student report card piloted in 1999-00 across the district. Data from these report cards would be helpful in pursuing an answer to the question of whether SAI positively effects student achievement.

Outreach Contact Cost-Effectiveness: Which outreach strategy is the most cost-effective?

Outreach staff contact students and families by phone and/or by a face-to-face visit. The SAI outreach is comprised of 5 different field teams. The teams vary widely in experience of staff, client demographics, and geographic density of clients. Teams vary considerably in their choice of outreach strategy as well. One team prefers to conduct almost entirely home visits while another prefers the telephone as a first intervention. While staff have their reasons for choosing one method over another, additional information is needed to determine how staff decide which strategy to employ and whether or not those decisions are consistently applied.

A cursory analysis of 1999-00 data requested by program management showed that there was no difference in post-intervention attendance between those students who received only a phone call and students who received only a face-to-face contact. This begged the question: what use was a home visit if a phone call was just as effective? The assumption being that home visits are more costly. At the request of the Multnomah County Board of Commissioners, we have tried to answer this question.

For a period of approximately 6 weeks during the fall and winter of 2000-2001, students were randomly assigned to one of 2 groups: (1) phone call only strategy or (2) face-to-face visit only strategy. The assigned strategy was used for the first contact only. After first contact, the method of future contacts was at the discretion of staff. This was a reasonable design for two

reasons: (1) field staff maintained that restriction of their choice of method of contact would hinder services to families; restricting the study to the first contact only seemed a good way to minimize impact on services to families, and (2) from previous years' results we knew that the majority of students only needed one contact to return them to school.

Staff collected data on the length of time it took them to interact with families as well their travel time. When we receive attendance data in July 2001, we will be able to compare the investment of time for each contact group as well as attendance outcomes.

Strengths-Based Case Management: Is Strengths-Based Case Management being implemented as planned? Does it make a difference in student and family behavior?

Over the course of the 1999-00 school year all SAI staff received extensive training in strengths-based approaches to outreach and case management. This year (2000-2001) staff have begun applying their training in the field.

To examine the implementation of strengths-based methods in SAI case management, we worked with case management staff to create an instrument designed to collect data on case manager's activities with families. We modeled this instrument after those used in Multi-Systemic Therapy. The instrument allows staff to create short and long-term goals with families, monitor the progress on those goals and assess whether those goals have been attained.

There is an additional advantage to this instrument. Families in case management tend to be those that are struggling most to cope with life. Student attendance is often the least of their priorities. This being the case, attendance is an insensitive measure of any influence that staff may have with families. This instrument will allow us a more detailed look at what staff are doing, and what effect they are having on family behavior.

Currently case management staff are collecting data using this instrument. We will have ongoing conversations with staff as they use the instrument. Over the course of spring and summer 2001 we will modify the instrument as needed. We hope to begin a full-scale analysis with the modified instrument beginning in the fall of 2001.

Longitudinal Study: Are student gains in attendance and achievement retained over several years?

The SAI is in the middle of its third year of working with families across Multnomah County. Evaluation has shown that SAI intervention consistently improves the attendance of referred students. We also know that a substantial proportion of students are chronically re-referred to the project. Now more interesting questions arise: What is the profile of this population of chronically re-referred students? How do chronically referred students compare to students who are referred only once to the SAI? When compared over multiple years, is the number of pre-referral absences decreasing? What is the natural history of students referred only once to SAI compared to those who are referred multiple times? What is the involvement of these students in the criminal justice system? Does SAI have long-term effects on achievement?

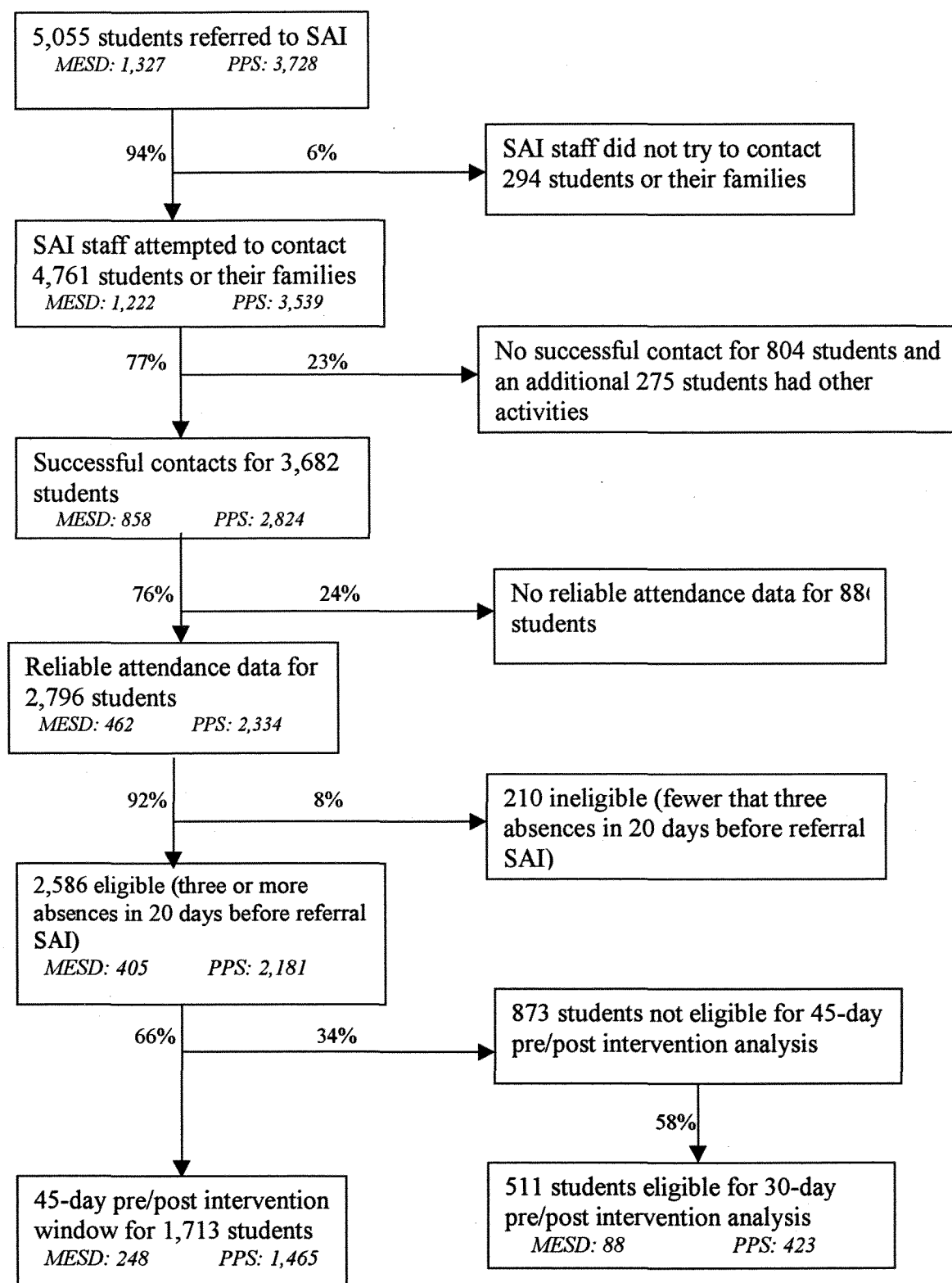
In order to explore these questions, we propose conducting a 3-year longitudinal study. We are considering a cohort design where we would track 2 cohorts — K-3 and 4-6 — over several years. We will look at attendance and achievement patterns, referrals to the Department of Community Justice, and the grade distribution of chronically referred students.

Integration and Co-operation Among Evaluators of School-Based Projects

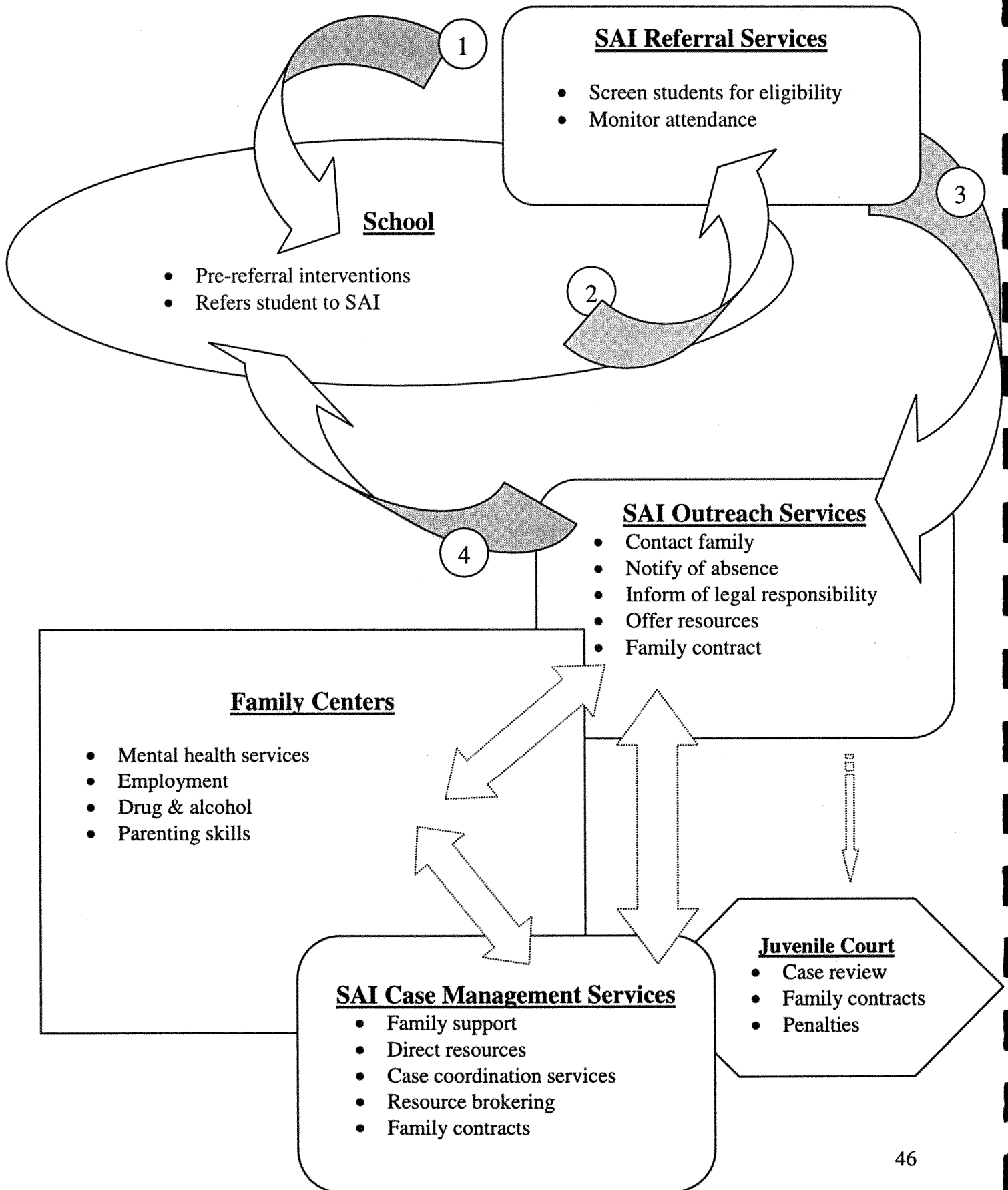
SAI, Schools Uniting Neighborhoods Initiative, and Safe Schools & Healthy Students Initiative. Two former SAI outreach staff currently work as case managers on the Safe Schools/Healthy Students Initiative. SAI and Safe Schools evaluation staff co-operated to modify SAI outreach documentation to fit the needs of Safe School staff. Evaluators from each of these school-based initiatives sit on the SAI Evaluation Oversight Committee. Currently, we are discussing ways to pool our data resources.

SAI Oversight Committee. Last year it became clear that SAI evaluators needed regular and clear communication with the evaluation units of the SAI partners, especially with the MESD and Portland Public Schools research and evaluation units. The primary purpose of that communication is to inform each other of projects in our respective agencies that might have an impact on SAI. To facilitate this communication, we formed the SAI Evaluation Oversight Committee. This committee met for the first time at the beginning of January 2001. It is composed of evaluators and representatives from MESD, PPS, SAI, SUN, Safe Schools/Healthy Students, and Multnomah County Dept. of Community Justice.

Appendix 1. Inclusion of Students in Outcome Analysis



Appendix 2: SAI Services Flow Chart



Appendix 3. Selection of Grading Periods for Comparison of Achievement Ratings

Students on trimesters could have been contacted in trimesters 1, 2 or 3. Since our intention was to compare achievement scores pre-SAI intervention with scores post-intervention we compared trimester 1 ratings with trimester 3 ratings, but only for those students contacted in the trimester 2. Students without a first contact in trimester 2 were not included in the analysis.

A student on the quarter system could have been first contacted by SAI in any of four grading periods, giving three unique comparisons: quarter 1 to quarter 4, quarter1 to quarter3, and quarter2 to quarter4. According to Portland Public Schools personnel quarter 2 and quarter 4 ratings are end of semester ratings and, therefore, are more reliable indicators of overall student performance than quarter 1 and 3 ratings. For this reason we did not use quarter 1 or 3 ratings. This meant comparing only quarter 2 ratings with quarter 4 ratings for students with a first SAI contact in the interim quarter 3.

Unfortunately, comparing only quarter 2 with quarter 4 also meant potentially eliminating from the analysis students with their first SAI contact in quarter 2 because of the unreliability of quarter1 and quarter3 ratings. We decided to include these students (n=60) in the analysis comparing quarter2 with quarter4 even though their first contact was in quarter2. Our decision to relax the parameters on this analysis assumes that the first contact would have little immediate impact on ratings in the same quarter as that contact. Students with their first SAI contact in quarter1 or quarter4 were not included in the analysis. In summary, the analysis of the quarter system ratings compared quarter 2 ratings with quarter 4 ratings for students first contacted in either quarter 2 or quarter 3.

SCHOOL ATTENDANCE INITIATIVE REFERRAL FORM

Date: 1/28/2000

SAI STAFF: *AA*

(SAI) PPS

SAI Case Number:

SCHOOL INFORMATION:School: High SchoolGrade: 9Name: DOB: 9/2/84Residing Address: Phone #: Alternative Address: N/APhone #: N/ANumber of absences between enrollment and referral: 3.5Enrollment date: 9/8/99Date of referral to SAI: 1/19/00 ✓Date SAI letter sent: 01/27/00Date given to field staff: 1-28-00 (Seminar)Lice: 1. Yes ☒ No1st Responsible adult: Phone #: N/A2nd Responsible adult: Phone #: N/AStudent's Gender: ☒ Male 2. FemaleResiding With: (circle one that best fits): N/A

1. Parents

4. Mother

7. Guardian

10. Multiple Families

2. Father

5. Stepmother

8. Grandparent

11. Extended Family

3. Stepfather

6. Foster

9. Blended Family

12. Other (specify)

Ethnicity (circle the one that best fits):

1. Native American

3. African American

5. Hispanic

2. Caucasian

☒ 4. Asian☒ 6. Other (specify) Pacific IslanderWhat is the primary language, other than English, spoken in the home? VietnameseIs an interpreter needed? ☒ Yes 2. No

Active IEP:

1. Yes ☒ 2. No

Comments (Specify programs, resources, services, student strengths, etc.)

Needs bus tickets to help getting his green card.

Family Information (include siblings name, school, grade) N/AJIN# N/A

Updated 10/04/99

SAI Daily Activity Sheet

Name _____

Date 2-1

School Student ID Number	Student Name	School	Activities	Concerns (separate codes by a comma)	Referrals (separate codes by a comma)	DISP	Comments
			7	18 moved ^{WA} 22	10-11	2	7 moved to Washington
			1	1-6-11-14	7	1	moved Death in family
			1	1-6-11-14	7	1	" "
			1	1-6-11-14	7	1	" "
			1	⊖	⊖	1	Sick - knows family w
			1	19	7	1	Continued outreach needed
			1	3	⊖	1	Continue outreach
			1	⊖	⊖	1	on contract with mom and school
			1	8	⊖	1	Continued outreach needed
			2-40	1-2-10-10	11	1	SCF Court, No return

Activity Codes

- 1 Successful family visit
- 2 Individual mtg with student
- 3 Unsuccessful family visit
- 4 Phone call with adult
- 5 Unsuccessful phone call/message
- 6 Unable to locate
- 7 Consultation with other agency
- 8 Meeting at Juvenile Court
- 9 Team review
- 10 Phone call with student
- 11 Other (specify)

Concerns Codes

- 1 Basic needs
- 2 Child abuse/neglect
- 3 Child's behavior
- 4 Child care
- 5 Child's education
- 6 Criminal activity
- 7 Cultural services
- 8 Domestic violence
- 9 Employment
- 10 Gang involvement
- 11 Health
- 12 Housing
- 13 Language
- 14 Lice
- 15 Mental health
- 16 Moved (specify)
- 17 Multiple truants
- 18 School transfer (specify)
- 19 Substance abuse
- 20 Transportation
- 21 Other (specify)
- 22 Parenting skills
- 23 JIN

Referral Codes

- 1 AFS
- 2 Cultural services
- 3 Education
- 4 Employment
- 5 Family Center
- 6 Housing
- 7 Juv Cr Counselor
- 8 Lice Resource Center
- 9 OHP
- 10 Police
- 11 SCF
- 12 Other (specify)

Disposition/Outcome (DISP) Codes

- 1 Continue outreach
- 2 Inactivate
- 3 Closed
- 4 SAI case mgmt
- 5 Team review
- 6 Transfer to Juv Cr case mgmt
- 7 Transfer to other SAI team
- 8 Transfer to SCF case mgmt
- 9 Other (specify)
- 10 Transfer to JCA (for non-JCA staff only)

SAI Case Management Daily Activity Sheet

INTAKE INFORMATION

Family Case Management Number: _____

Start Date: _____

10/18/00

	Family Members:	Relationship	Student Case Number	Participating? Y/N
Student:	_____	<u>Student</u>	_____	<u>Y</u>
Family:	_____	<u>Mother</u>	_____	_____
	_____	<u>Sister</u>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Concerns: 14, 15, 22, 2

Referrals: _____

DAILY LOG

Date	Staff	Activity	CTS Hours	Service Delivery Site
<u>10/18/00</u>	_____	<u>1</u>	<u>.25</u>	<u>3</u>
<u>10/18/00</u>	_____	<u>1</u>	<u>1.25</u>	<u>4</u>
<u>10/19/00</u>	_____	<u>8</u>	<u>.50</u>	<u>3</u>
<u>10/24/00</u>	_____	<u>54</u>	<u>.75</u>	<u>3</u>
<u>10/25/00</u>	_____	<u>54</u>	<u>.25</u>	<u>3</u>
<u>10/25/00</u>	_____	<u>54</u>	<u>.25</u>	<u>3</u>
<u>10/26/00</u>	_____	<u>8</u>	<u>.50</u>	<u>3</u>
<u>10/26/00</u>	_____	<u>8</u>	<u>.50</u>	<u>1</u>
<u>10/27/00</u>	_____	<u>8</u>	<u>.25</u>	<u>3</u>
<u>10/27/00</u>	_____	<u>52</u>	<u>.50</u>	<u>3</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXIT

Exit Reason: _____

Exit Date: _____

received
OCT 27 2000

INTERFERE
NOV 03 2000
NORWICH 9300

STUDENT MOBILITY AND ITS EFFECTS ON STUDENT ACHIEVEMENT:

A Preliminary Study Prepared for the Leaders Roundtable

June, 1999

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EXECUTIVE SUMMARY

Second Stage Student Mobility Work Group
Report for the Leaders Roundtable
September, 2000

History of LRT Interest in Student Mobility Issues

Two years ago at the urging of the Multnomah County school superintendents, the Leaders Roundtable identified student mobility and its relationship to academic achievement as an issue toward which collaborative effort should be directed. Two products were produced to help frame the issue:

- Portland Public Schools analysis of Late Enrollee, School Population Stability and 3-year Cohort populations, and
- Publication of *Student Mobility and Its Effects on Student Achievement: A Preliminary Study Prepared for the Leaders Roundtable* (June 1999) by Dr. Karry Gillespie, Center for Community Research, and Dr. Robert B. Everhart, Graduate School of Education, Portland State University.

These two documents provide a review of the research literature on student mobility, qualitative data drawn from focus groups of parents, students and professionals impacted by student mobility, quantitative data on the extent of student movement within Portland Public Schools and information on "best practices" from around the United States.

Second Stage Work Group

Following production of these documents, a "Second Stage Work Group" was formed to examine two questions:

- What can be done regionally to reduce unwanted student mobility?
- What can be done to improve system responses and offset the negative impact of student mobility?

The Second Stage Work Group (roster appended) met monthly from January through May 2000. Drawing on members' extensive knowledge of schools, housing, employment, and social services, the Work Group studied the research and data gathered in the First Stage efforts and assessed the local viability of suggested interventions.

Key Findings from the Second Stage Work Group

1. Schools

- Children suffer from the cumbersome, slow records transfer process. Their access to warranted services and proper placement in classes are negatively affected. There is no common student identification that would allow efficient transfer of data.
- Entry and exit procedures vary widely among local schools and districts.
- Issues for high school students' mobility differ from those for elementary and middle school students who are more dependent on family decisions.
- In K-5, about 50% of PPS transfer requests are due to day care issues.
- Many intra-district and inter-district movement patterns predictably persist as families seek housing and employment opportunities.
- Information helps. Families benefit from clear information about school boundaries, enrollment and exit procedures, transfer policies, and the benefits of stability versus the harmful effects of mobility.
- Relationships are key. A welcoming atmosphere and positive relationships between school personnel and families can increase stability. When students and families connect with a school and community, they will often go to great lengths to keep their children enrolled.
- Lack of affordable transportation is a barrier to stability, especially for older students.

2. Employment and Social Services

- The Work Group found emphatic validation of the need for a "wraparound services" continuum likely to have a high impact on mobile students and their families. Wraparound services (site-based through housing or schools) seem to make a big difference for families. Still, to access different available social services, applicants must complete repetitious forms, sort out contradictory eligibility requirements, and exhibit a level of system savvy beyond their abilities. At times services appear to compete or at least confuse clients and advocates.

- Many migrant and English as a Second Language (ESL) students' families follow work opportunities that exist across district lines and occur out of sync with the school calendar year.
- Families need to be connected to services, not merely told about them.

3. Housing

- The demand for low-income family housing far exceeds the supply in metropolitan Portland.
- Existing housing policies impacting low-income families are confusing. They require a high level of sophistication to negotiate the system effectively, and the local housing agencies are not well linked. Applications to multiple housing agencies require multiple fees and applications. When family poverty is compounded by other problems (*e.g.*, drug and alcohol abuse, unemployment, poor financial history, prior evictions, etc.), the housing systems are very difficult to access.
- Employment needs impact and exacerbate housing issues.

Moments of Opportunity

When students move frequently, **their families often need multiple, simultaneous sources of assistance** to enable them to settle into a community. Many problems are only temporarily solved because the root causes of unwanted mobility cannot be addressed.

However there is promising news. Several community initiatives are developing concurrently and they provide a window of opportunity to align efforts for highly mobile, low-income families and coordinate leverage points. By communicating beyond typical organizational boundaries, schools and service providers could make significant progress to:

1. Ease student transitions through warm, effective school entry and exit procedures.
2. Coordinate and smooth access to employment and social services.
3. Coordinate and simplify access to housing information.

School Entry/Exit Procedures. Every school needs a protocol for welcoming new students. One size won't fit all: each school's continuum of services should be based on its level of mobility. Many schools have "welcoming" procedures but many do not. Examples of positive approaches exist that could be more widely encouraged (McLoughlin Middle School, Vancouver, WA's Mac Center, buddy systems, family activities, Title I family involvement programs, etc.). The Oregon Department of Education has a publication called "Keeping Kids Connected" which is an excellent resource (mailed to all school principals in the state in May, 2000). School secretaries already play a pivotal role and their impact needs to be recognized and supported. Inservice opportunities for school clerical staff that stress their value to mobile students and their families and helps them determine how to focus their enrollment and orientation interactions hold promise.

Student records. Students, families, and service providers all complain about the inefficiencies that result from the many barriers to sharing a student's school record. With today's technology, it is possible to employ electronic tracking within and between school districts by using a student identifier and still protect confidentiality. Records could be sent quickly, saving students and school personnel from duplicate testing and speeding proper placement in classes and ready access to special education, free lunch, and other services for which families have previously qualified. There is a real need for the adoption of a unique student identifier to allow schools, agencies and programs to share records and track students across services and systems. Both local and national interest in this system change exists, and it should be made a priority locally.

School Attendance Initiative. SAI could add enhancements to deal with highly mobility students, *e.g.*, if schools had a way to check for highly mobile students, these students could be referred to SAI for connections to support services if that proves necessary. A protocol could be developed at schools to identify highly mobile students. This could simply be a matter of changing the enrollment form to ask how many different schools the child has been enrolled in during a given time period. Although attendance and mobility represent different issues, both often involve connecting students and their families with services. Further analysis of the relationship between school attendance and mobility might lead to a valid realignment of SAI that could have larger impact, reaching students before they start having attendance problems.

SUN Initiative/ Wraparound Services. The Schools Uniting Neighborhoods (SUN) Initiative presents an exciting opportunity to have a direct, long term impact both on reducing unwanted mobility (by better connecting students and families with their neighborhood schools) and offsetting the negative impact of student mobility (by serving as an access point to wraparound services). Wraparound services are integral parts of many SUN designs and should be more fully promoted. Moments of opportunity arise when students and families connect with schools, employment and social services, and housing resources – moments when concerted action could benefit the student and family. At entry to school, and again at exit, communities can provide a suite of activities that can focus students and their families on what is needed for academic success and family stability. To better understand the impact of the SUN Initiative, a mobility/stability measure should be included in SUN evaluation plans if not already in place. Wraparound services dispensed in a coordinated system at multiple points (schools, housing sites, employment centers, etc.) would be a welcome simplification of a complicated, and for many overwhelming, system.

One-Stop Systems. An opportunity exists in the “one stop systems” being created in employment and housing. Worksystems inc has created the one-stop employment system, and housing providers are exploring a unified intake procedure for subsidized housing. A one-stop rental and reference check available at multiple sites would definitely ease the hassle and cost of repeated housing applications. Processes could be streamlined further by a common application form that could work for housing, food stamps, low cost fuel assistance, social services, etc. and still meet privacy considerations. **The housing and employment one-stops should be linked to one another, to the SUN Initiative, and to schools through the entry and exit protocols discussed above.** If a school also can make strong links to employment, social services, and housing, then the family may be able to resolve underlying situations that can decrease the need to move. Similarly, when a family member with school aged children seeks housing or employment or social services, opportunities also exist to educate about mobility, make school connections, and solve multiple problems. In each agencies’ location or delivery point, there would be information or, even better, a person who could do a complete client assessment of all housing, education, social service and employment needs and put together a plan that was tailored to the needs of the client and not simply limited to the services one particular agency provides. Integration of information would lead to faster connections within the various providers and would reduce running from agency to agency by parents and kids. *E.g.*, if a family came into a housing office, they would also find information on schools. Likewise, schools would be prepared to provide assistance to linking the new student/parent to housing, employment and social service information.

Other

The Work Group discussed the following but has no specific recommendations:

Caring Communities. These catalytic networks link schools and families in many ways. They provide an important source of information about community needs and resources. Through Back to School Fairs, encouragement for coordinated services, and advocacy efforts, the Caring Communities have a proven track record.

Multnomah County’s Community and Family Service Centers, Portland Public Schools Title I Family Involvement Programs, Families and Schools Together (FAST), and others. Many programs reduce family isolation and connect families to others who have common concerns. These programs contribute to stability and empower families to deal with school effectively.

Transportation. Transportation, particularly the cost of transportation for high school and middle school students able to ride public buses, presents a barrier to school stability. The lack of public transportation in East and West Multnomah County also creates problems. Creative plans to subsidize student transportation costs and add other means of transportation have been explored and tried previously. They are worth reconsidering.

Child Care. Day care and the availability and affordability of child care generally impacts family mobility, frequently in a negative manner.

**STUDENT MOBILITY AND ITS EFFECTS ON
STUDENT ACHIEVEMENT:
A Preliminary Study Prepared for the Leaders Roundtable
June, 1999
Executive Summary**

Introduction

This study was initiated by the Leaders Roundtable which asked the Center for Community Research and The Graduate School of Education at Portland State University to look at the effects of mobility on student achievement. The study was conducted through a tripartite effort that contains a literature review, a series of focus groups, and a best practices piece.

Literature Review

It is a well-known fact that residential mobility is common in the United States. During the 1980s between sixteen and twenty percent of the population changed residence. The literature review for this study includes information on four major areas.

1. Who is most likely to move? The research evidence suggests a profile for those individuals who have high rates of residential mobility tend to be families who are low-income, urban or rural poor, renters, non-married (divorced or never married), and prone to make multiple moves in one year.
2. Much of the research done on mobility and its impact upon children and school functioning suggests that students who are highly mobile are more likely to experience academic, social, emotional problems than students who have low rates of mobility. Although some contradictory results have been found, these usually rotate around the differences in the social-economic condition of the movers.
3. An attempt to differentiate between the types of student mobility naming "movers," "changers," and "leavers." These identify those who move without changing schools, those who change schools without changing residences, and those who both move and change schools at the same time.
4. Finally, the effect of mobility on student achievement for children in elementary years appears to be negative. For those who are more economically disadvantaged and who had more social stressors (poverty, racism, abuse) frequent mobility is often a major problem. For students in high school the findings are somewhat different, in that it may be that some students benefit from school change. However, the studies show that the transition time between moving and adjusting is extremely important and that if that transition period is not carefully conceived, any child who changes schools at any time in their education can experience extremely negative educational effects.

School Attendance Initiative (SAI) Focus Groups

Four focus groups were held for the purpose of identifying how frequent mobility affects local students and their ability to achieve in school. The themes that evolved out of the focus groups help paint a true picture of the effects of student mobility on children in our local area. A total of 36 SAI employees participated in the focus groups representing a total of 315.5 years of experience in the youth development field. This indicates the vast experience that the people who are working in SAI bring to this work, giving the Initiative a special background and strength that might not be realized with a less experienced staff.

Although no one event causes a student to not be able to succeed in school, mobility (the frequent relocation from one place of residence to another) is a significant problem for many of the students who are served by the SAI. The focus group respondents gave us many stories about children who are in the situation of having to move residences and therefore often change schools. The reasons for these moves are as varied as the home situations; however, there are some general themes that have evolved out of the focus groups. Some of these themes are:

- General indicators show the negative effects of frequent mobility on student achievement in the local setting.
- Social impacts range from cultural changes when moving out of a neighborhood where students feel comfortable to the discordance of changing teachers and moving away from friends.
- Low-income problems appear to be a major issue with mobility in this region. Poverty issues identified were lack of food and clothing and loss of local low-income housing. Students suffer not only from the poverty issues themselves but also from the inability to focus on studies when hunger and instability are the center of their lives.
- Parental issues are a major part of the mobility issue. Young children have an innate desire to learn, but are part of a family and when the family is dealing with enormous issues, it is difficult for the child to maintain that love of learning. Alcohol and drug abuse are two of the most frequently cited parental problems discussed in the focus groups. Domestic violence impacts every member of the family and frequently leads to changing residences. Other parental issues indicated in the focus groups were Foster care and grandparents raising grandchildren.
- SAI respondents frequently discussed issues with children who move frequently and also suffer from multiple learning difficulties such as mental issues and leaning disorders. When these issues are present, the transitioning from one school to another is multiplied.
- Although it was clearly indicated that local schools are trying to work with extremely mobile families, several suggestions were brought forward that might be helpful.
 - Curriculum consistency needs to have a stronger emphasis.
 - Actions need to be taken to alleviate the stigma attached to children and families who frequently move.
 - Policies or actions that allow teachers to pass students who are not keeping up with their grade level need to be discouraged.
 - Alternative education programs need to be given a greater emphasis so that children are encouraged to seek the learning atmosphere that best suits their needs.
- Middle school years appear to be the time when children are most negatively affected by having to change schools. This is probably because by this time if the child has not grasped the basics they start to fall behind more quickly. Also social issues become more central to children during this period.
- Finally, the focus groups suggested two areas of change would best assist children who move frequently.
 - Coordination of services both within the district and between districts would help children who move from one school to another. This includes transferring records quickly and efficiently and inter-district curriculum coordination.

- Transportation assistance is the other major issue that the SAI employees view as important. Helping students with transportation issues will ensure that they are better able to attend school on a regular basis.

Best Practices

The literature review brings to the forefront some of the policies and practices that are being carried out or suggested as ways to ameliorate the negative effects of frequent mobility on student achievement. These suggestions fall into three different areas: activities that help students who are mobile to better transition into new school settings, community actions that focus on the importance of mobility issues, and administrative school policies that assist in easing problems with extremely mobile students. Although all of these policies are not practical, some of them should be considered if we are serious about addressing the mobility issues that negatively effect students ability to achieve in school.

1. Actions to ease students transition into a new school setting:
 - Preliminary school visits that allow students to meet teachers prior to meeting other kids so that they can move into the new school setting smoothly
 - Young students are encouraged to bring familiar objects to the new school as a comforting gesture
 - Schools with high turn-over rates should institute small, grade-level, support groups for new students
 - Put children in-charge of welcoming and departing rituals for students who are leaving or just entering school
2. Community Actions
 - Create a media blitz to educate parents on the negative effects of frequent school mobility
 - Work with landlords to change lease date renewals from around the year to summer time thus discouraging mid-year moving
3. Administrative Changes
 - Align curricula across adjacent districts
 - Reduce the number of administrative transfers
 - Institute electronic tracking across school districts
 - Institute year-round school schedules
 - Construct multi-age classrooms
 - Develop flexible attendance and transportation policies

Conclusion

This paper is not intended to be an exhaustive account of all research that is bound to the issues involving student mobility and academic performance. Instead, the motivation behind the study is to clarify some of the important factors and leading evidence that is currently being published in educational research over this subject. It should be noted that because of the economic, political, and social factors surrounding the dynamics of mobility in the United States, which

plays out in other social contexts outside the institution of education, mobility must be seen as just one variable among many linked to academic achievement. Since education as an institution seeks to prepare younger generations for citizenry, if educators took a laissez-faire attitude towards the perils of mobility for families and their children, both academically and socially, they would be abdicating the potential critical role they could play in changing the attitudes, behaviors, and well-being of society.

**STUDENT MOBILITY AND ITS EFFECTS ON
STUDENT ACHIEVEMENT:**
A Preliminary Study Prepared for the Leaders Roundtable

REPORT

**STUDENT MOBILITY AND ITS EFFECTS ON STUDENT ACHIEVEMENT:
A Preliminary Study Prepared for the Leaders Roundtable
June, 1999**

*Well, think about the stress that a child goes through their first day of school.
You know what I mean? Okay, how many first days of school a year does it take?*

SAI Focus Group, May 1999

Introduction

This study was initiated by the Leaders Roundtable which asked the Center for Community Research and The Graduate School of Education at Portland State University to look at the effects of mobility on student achievement. The study was conducted through a tripartite effort that contains a literature review, a series of focus groups, and a best practices piece. In an effort to better understand the implications of student mobility on academic achievement, this report presents an overview of the available literature on residential mobility in the United States. The literature review includes information on: who is most likely to move; the high frequency of residential movement by some individuals/families; uncovering and differentiating types of student mobility; and what evidence is available on mobility, children, schools, and achievement in differential academic settings. The focus groups were conducted with the School Attendance Initiative (SAI) Program in Multnomah County. The purpose of the focus groups was to identify how frequent mobility affects local students and their ability to achieve in school. The themes that evolved out of the focus groups help paint a true picture of the effects of student mobility on children in our local area. In addition this report will provide both community and school-based interventions taken from the literature that have attempted to lessen the potentially negative impact of mobility on student achievement. This report presents the study findings in a comprehensive way to inform the Leaders Roundtable of the local problems of student mobility and national information about the subject. Additionally, we have included some suggestions of future efforts that might be taken to affect a positive change for children facing the difficult situation of frequent mobility that negatively affects their ability to achieve in school.

Literature Review of Mobility and Student Achievement

Residential mobility in the United States

According to the U.S. Bureau of the Census (1992), the U.S. population is extremely mobile. During the decade of the 1980s between 16% and 20% of the population changed residence in any given year, with nearly two-thirds of that residential mobility occurring locally within the same county (Hansen, 1995). Even with data suggesting the majority of residential moves are local, a great deal of social scientific research has focused upon large-scale migrations of rural people to urban places and urban people to rural places (Brown and Wardwell, 1981; Fuguitt and Brown, 1990; Johnson, 1989). Such research has detailed large-scale migrations by upwardly mobile couples who are making career-

based moves, upper social-economic status families making lifestyle residential choices, and retired persons changing residences. Some studies follow those who move away from rural areas (Cromartie, 1993), or compare those who leave with those who don't (Voss and Fuguitt, 1991). Other studies (Fitchen, 1994; Kusel, 1991; GAO, 1994) have described high rates of mobility among the poor in rural and urban centers across the United States.

The reasons for such high rates of residential mobility in the United States are varied, and yet embedded in the American values of individualism and economic mobility. As Kathleen Vail (1996), assistant editor of the *American School Board Journal* states, "Americans admire mobility. We venerate fresh starts and freedom from the rigid social strata. As a society, we aspire to upward mobility, with all its glittery promises: fatter salaries, bigger houses, newer cars" (p. 20). For many of these families such residential moves are seen as personal decisions made to increase life opportunities to live the American dream. Yet, for many low-income households, residential moves are often unwanted, frequent, made within the same geographic region, made between two similarly economically depressed communities, are usually precipitated by the need to find or maintain adequate housing and/or because of localized economic decline (Fitchen, 1994; Nord, 1994; Kusel, 1991).

Who is most likely to move?

In urban communities around the country low-income families at or near the poverty line might make multiple residential moves in one year. Kathleen Vail (1996), using information collected from the General Accounting Office (1994), contends that "mobility walks hand in hand with poverty," and therefore it is not surprising that the highest mobility rates are among the urban poor (p. 22). Although, it is not just the urban poor who are highly mobile. Fitchen (1994) noted that when compared to the national annual residential mobility rate of 20%, her sample from a rural poor population of Upstate New York, had an astonishing 70% rate of mobility. Though this high level of mobility is exaggerated because of her small sample size, there is evidence that characteristics found amongst the rural poor are similar to the general U. S. population (Rossi and Schlay, 1982). Fitchen believes that her findings are similar to other studies in differential settings where "in all of the high-poverty research sites, regardless of difference in the level and pattern of mobility, it appears that young single mothers have the highest vulnerability of elevated levels of moving" (p. 433). She goes on to add that for her "rural low-income sample, as in the general population, age is a factor in moving, in that younger people move more. Divorce is correlated with elevated mobility in the sample and in the general population; but in the sample, the never married are more mobile than either the divorced or separated. Housing tenure is a factor. Renters—about three-fourths of the sample—move more than owners, which is consistent with national patterns... Level of mobility appears to be associated, at least loosely, with household income, in that people who are poor enough to be eligible for means-tested programs move more than the overall population of their communities" (p. 423).

The research evidence suggests a profile for those individuals who have high rates of residential mobility: they tend to be families who are low-income urban or rural poor, renters, non-married (divorced or never married), and prone to make multiple moves in one year.

High rates of mobility among those with fewer social networks

Though Fitchen's (1994) findings are not surprising regarding rural poverty and high residential mobility rates, she does note one characteristic of interest. She found that among high, medium and low-level mobility households in her sample, (is also supported in other research in both urban and rural settings by Coleman, 1988; Nelson, Simoni, & Adelman, 1996; Simoni, 1993), there is a "strong inverse association between mobility level and the strength of social support networks (as judged from responses to questions about reciprocal assistance, people who are important in their lives, and so on). More than 50 percent of the low-mobility households had strong/very strong networks, including not only family but other social supports such as church, other relatives, neighbors, friends, and such outsiders as an agency-sponsored mother's support group and a Head Start director. Among medium-mobility households, 39 percent had strong or very strong social supports. But among high-mobility households, only 22 percent had networks of strength. Some of the more mobile residents listed no one at all or only a mother or a boyfriend as people outside your household who are especially important in your life. Although cause and effect cannot be determined from the data, the inverse association between social connectedness and residential mobility is clear and has implications for stabilization efforts and social network programs" (p. 424).

The impact of moving on families

The impact of residential mobility on families can range from a better standard of living and life choices to a continuation of the cycle of poverty and limited life opportunities. Jalongo (1995) contends that "adults frequently gauge the adaptive demands of relocation by the distance from their previous homes" (p. 81). The greater the distance from family and friends often the more intense and demanding such relocations can be. Furthermore, regardless of social economic status, residential moves are expensive (though a greater financial impact is felt by those with less available income) and time consuming when household members attempt to acquire a new residence (Fitchen, 1994). Finally, as noted earlier, the extra psychological stress of making an unwanted move versus a move made by personal choice can have profound implications in regards to coping with extraneous personal and social factors so often associated with moving (finding employment, establishing new social network, and adjusting to new geographical locations). Such unwanted moves often leads to a cycle of residential instability where families move from location to location making compromises in housing (no lease or sub-par housing) that rarely leads to stability in residence (Fitchen, 1994).

Residential mobility, children, and the schools

The rate of residential mobility for school age children is about the same as the general population. For example, in 1990-91, 17.6% of children between the ages of 5 and 9 moved as did 14.1% of children ages 10-14. Educator Nancy Larrick (1992) describes the condition: "The weakening job market and scarcity of housing for low-income families have dislocated hundreds of thousands of households. This means frequent moves, often as many as four different schools for a child in one year. In my small town...elementary teachers have learned to expect a 47 percent turnover in their classes each year" (pp. 245-246). The research also indicates that residential mobility for children may be even more intense emotionally and socially than for adults. Gabarino (1987) contends that children experience moving as a loss of their natural habitat. Even if the residential relocation does not involve a great distance, for the child it probably means losing a social network of people who know, respect, and trust the child. The impact of this loss of a social network becomes even more dramatic when we consider that young children fear separation and abandonment above all else, and teenagers state the most important reason for attending school is to see their friends (Goodland, 1984; Wolman, 1978).

Much of the research done on mobility and its impact upon children and school functioning suggests that students who are highly mobile are more likely to experience academic, social, emotional problems than students who have low rates of mobility (Benson, Haycraft, Steyaert, and Weigel, 1979; Calabrese, 1989; Ellickson, Bianca, and Schoeff, 1988; General Accounting Office, 1994; Ingersol, Scamman, and Eckerling, 1989; Lash and Kirkpatrick, 1990; Sloan, Jason, and Bogat, 1984). It should be noted that it is not just the individual student who experiences distress from mobility, but also the entire school system. Kathleen Vail states: "Look at mobility's underside, and you'll see schools in chaos, unable to hold onto children long enough to teach them basic skills. You'll see children who've attended a half dozen elementary schools by the time they're in sixth grade. You'll see frustrated teachers held accountable for the achievement scores of students who arrive in classrooms the day before they take the tests. You'll see principals awash in paperwork. You'll see parents who feel no attachment or allegiance to a school that just one of the many their children will attend" (p. 20).

There are contradictory findings in the research on student mobility and academic achievement. Educational research provides some evidence that schools with high levels of student mobility (transfer, residential move, non-attenders, and dropouts) also have depressed levels of academic performance (Benson, Haycraft, Steyaert & Weigel, 1979; Cohen, Johnson, Stuenkel, & Brook, 1989). In fact, Nelson, Simoni, and Adelman (1996) in a comprehensive overview of the literature since 1975 state that "there is compelling evidence that students who frequently change schools are more than likely to experience academic, social, and emotional problems than students who do not change as often" (p. 365). Unfortunately, the evidence regarding high rates of student mobility and poor academic performance is by no means as compelling as Nelson, Simoni, and Adelman contend. In another comprehensive review of the literature, Eckenrode, Rowe, Laird, and

Brathwaite (1995) assert that although "some studies have show that higher rates of mobility, however defined, are associated with poorer academic performance, other studies have shown few negative effects, or even positive effects, of moves on academic outcomes" (p. 1131).

Problems in the Research Defining Mobility and Achievement

The major problem surrounding the contradictory literature regarding student mobility and academic performance is the diversity of issues involved. What becomes apparent is that when one looks at the impact of student mobility on schools and learning there is a need to broaden the definition of mobility beyond just residential change. As Alexander, Entwisle, and Dauber (1996) explain: "From the child's vantage point, mobility can mean either a change of residences or a change in schools... Moreover, the two experiences are separable in children's experience. Children can change residences and remain in the same school and they can change schools but not residences. Whether one kind of move is more difficult for children, whether problems are compounded when residences and schools both change, and whether the circumstances behind either types of move condition their consequences are reasonable concerns" (p. 4). Also, there is evidence that the timing of the move may create differential outcomes for children. Bracy (1997) in reviewing the literature discriminates two types of mobility; one, which occurs during the school year (intra-year), and one, which occurs between school years (summer). Bracy not only points to the evidence that student intra-year mobility has a disruptive impact on schools instructional programs, but that such student intra-year mobility requires more processing time (administrative paperwork), school ancillary services (free and reduced lunch, counseling, special needs), and interagency collaboration (county, state, and federal health and family welfare services).

Finally, the concept of achievement has always been a difficult construct for researchers to come to agreement on. The question for researchers is how is achievement to be measured when looking at student mobility? Should it be measured through assessing student academic skills, grades, attendance, or graduation rates? At best, researchers can provide a multiplicity of achievement indicators that assist the public in localizing the impact of student mobility on school outcomes.

Towards a working definition for mobility in schools

In an attempt to better define student mobility and its impact upon academic achievement Alexander, Entwisle, and Dauber (1996) delineated three categories of students in the study: Exiters, Movers, and Stayers. Exiters were defined as students who left the residential boundaries of the district and no longer attended a school inside the district. Movers were students who transferred between schools in district either during the school year or during the summer. Stayers were students who were enrolled in the same school from one fall to the next fall. From these categories, two different migration streams became distinguished on the basis of their destination. One stream was the relatively economically advantaged whites who tended to be Exiters. The second stream

was more likely to be comprised of the poor and minorities who were likely to be the Movers. Using a similar categorical system for mobility as Alexander, Entwisle, and Dauber, Swanson and Schneider (1999) in an article titled, "Students on the Move: Residential and Educational Mobility in America's Schools," use data from the National Education Longitudinal Study (NELS) to examine the independent effects of residential and educational mobility on students. The authors define student populations as those who move to a new home but do not change schools (Movers); change schools but do not move to a new home (Changers); and those who both move and change schools at the same time (Leavers).

Although neither group of researchers adequately addressed the time when mobility occurs, they do account for the possible differential impacts on achievement of student transfers between schools, residential moves within districts without changing schools, and students who both make a residential move and a school change. It should also be noted that neither study used the same criteria to measure achievement and looked at two developmentally different school-age populations: elementary and secondary.

Nevertheless, when taken together, both studies detail findings that provide a holistic understanding for the phenomena of school mobility. They delineate four different student groups of school mobility: 1) students who change residence but not schools; 2) students who change residence and schools; 3) students who change schools but not residence; 4) and students who neither change schools or residence. Furthermore, the timing of the change of schools is also investigated along with its differential impact on achievement, age, and social class of the families of the students.

Evidence in the research: Student mobility during the elementary years

Alexander, Entwisle, and Dauber (1996) contend in their article, "Children in Motion: School Transfers and Elementary School Performance," that when one looks at the literature on life-course development, such as points of role transitions (for example, into marriage, parenthood, and retirement which are life events that create special challenges for individuals), early childhood marks a critical time in life-course development. "For young children, the transition from home-child to school-child during the early elementary years is precisely such a juncture. Patterns of good or bad school performance, work habits, interest in things academic, and the child's sense of self as a student all take form during this period. Prospects for success are much better when children get off to a good start than when they have to recover from a shaky one, so the circumstances that either complicate or smooth this transition deserve special attention. School moves during the elementary years are a likely candidate for complication of students' problems in making the home-to-school transition"(p. 9).

The authors tracked the movement over 5 years of representative sample of elementary children in a large urban public school system (Baltimore). Children who move frequently between schools (but not residences) had the lowest average on academic performance (as

measure by the standardized test-CAT and grades), one-time movers between schools had the second lowest average performance, and children who neither changed residences or schools had an intermediate average performance. Children who changed both schools and residences (who tended to be the most advantaged white children) had the best readiness skills and had the highest averages of performance. And yet, when the authors look at which group may be the most hampered academically by moving when measuring degree of progress—they reach the tentative conclusion that it is in fact the children who changed both residences and schools.

The authors noted that elementary “children who move are performing poorly, on average, before they move, because they are disproportionately low-income, minority youngsters. Such children are challenged academically for many reasons, not just because they move often” (pp. 9-10). Also, they hypothesize that low-income families are so highly stressed in other ways that the move is simply not perceived as much of a consequence by either the child or the family. Whereas, advantaged children usually went to other schools for highly selective reasons with important implications. Those implications tended to make the relatively “few advantaged children who transfer schools to have an especially hard time” (p. 10).

Although Alexander, Entwisle, and Dauber conclude that advantaged children who move and change schools or just change schools seem to be the most impacted by the event of mobility—one could also hypothesize that children who were more economically disadvantaged and who had more social stressors (poverty, racism, abuse) than advantaged children could not have benefited by such changes in schools or residences. Therefore, one may conclude as Alexander, Entwisle, and Dauber did that overall “changing schools complicates school adjustment and slows academic progress” for all children (p. 10).

Evidence in the research: Student mobility during the secondary years

Swanson and Schneider (1999) found that the majority of high school students undergo regular school changes. The authors note that “about 29 percent are mobile between the grades 8 and 10 and 24 percent either move or change schools between grades 10 and 12. Both early and late in high school the smallest group of mobile students (4.7% of the entire student population), those who both move and change schools at the same time (Leavers), consists of what may be called traditional transfer students, who change schools when they move to new homes” (p. 55).

Student populations that move to a new home but do not change schools (Movers) represented the largest group of mobile students (13% entire student population) and often changed residence due to stressful household events. The authors noted that “moving to a new home often demands that a family build social ties in the new neighborhood. However, it is unlikely that the family will need to form new social ties at school, since most residential moves do not involve changing school” (p. 56).

The second largest population of mobility (11.5% of the school age population), were students who changed schools but do not move to a new home (Changers), usually switch schools for reasons concerned with the school environment. Swanson and Schneider state that "a change of schools can afford an important opportunity to improve the quality of a students education. By offering more challenging or individualized instruction, a diverse curriculum, a safer more supportive environment, or greater opportunities for involvement in extracurricular activities, a new school may promote positive educational outcomes. However, changing schools severs the ties that generally remain intact in the event of residential mobility. The school changer and his or her parents face the task of forging relationships with a new set of classmates, teachers, and administrators. In addition, the same weak institutional and administrative linkages between the old and new schools that can provide a clean slate may also result in misplacing the school changer within the curricular structure of the new high school" (p. 57).

Swanson and Schneider concluded that the three types of mobility might have differential impact upon student performance. After controlling for the likely confounding variables in a student's background, they generally observed substantial educational outcomes for all the mobile student populations. Also, the authors note that "apart from the type of mobility a student experiences, the educational consequences of mobility also depend on the timing of the residential or school change. We found that mobility during the final years of high school is likely to lead to negative student outcomes. For example, late Changers have a significantly higher incidence of behavioral problems, whereas early Changers (students who change schools between grades 8 and 10) do not differ from non-mobile students on this outcome. Similarly, early Movers (change residence but not schools) and Changers (change schools but not residence) have higher gains in mathematics late in high school, whereas gains for late Changers are more significantly and substantially lower than those of non-mobile students" (p. 62).

Swanson and Schneider obtained even more dramatic results in the short- and long-term effects of mobility on high school dropout rates. Students who change schools between grades 8 and 10 are significantly more likely than non-mobile students to leave school before 10th grade. Although, school changers (early Changers and Leavers) are much less likely to dropout during the last two years of high school than even non-mobile students.

Regarding students who transfer from one high school to another during the last year or two of high school in hopes of getting a fresh start, the authors' analysis of this phenomenon suggests that this strategy is unlikely to succeed. They state, "The potential benefits of residential and educational mobility late in high school tend to be countered by disruptions to a student's social support networks in the home, neighborhood, and school. This finding may be particularly true for late school Changers, since transfer students and their families may be discouraged from developing supportive

relationships in the new school when they know graduation is only a short time away” (p.62).

Importantly, early Changers differ dramatically with late Changers in long-term academic outcomes. In fact, a change in schools between 8th grade and 10th grade seems to benefit student performances if the students stay in school (remember changing schools drastically increases the risk for dropping out). The authors postulate that “since this is a time when most students are experiencing a routine progression to a high school building and developing social ties, with new groups of peers, teachers, and administrators, the challenges associated with a non-routine transfer to a new school may be minimized if the change is made at this natural transition point in a typical student trajectory” (p. 62-3).

Swanson and Schneider provide this summation regarding educational mobility and dropout rates, which is also supported by other studies (Fetler, 1989; Rumberger and Larson, 1998), “The higher rate of early dropout found among all types of mobile students cautions us that even educational mobility, which can improve a student’s prospects in the long run, can place the student in jeopardy in the short run. Students who change schools between 8th and 10th grades are significantly more likely to remain in high school through their senior year, but only if they can weather the difficult period of adjustment immediately following transition. However, changing schools after 10th grade, regardless of a student’s family background or academic history, rarely results in beneficial educational outcomes and is likely to have a substantial negative impact on a student’s cognitive growth” (63).

School Attendance Initiative (SAI)

None of the kids I have who are extremely mobile are successful in school.

SAI Focus Group, May 1999

Introduction

One thing I think that’s been good about our program is that there is some accountability where there hasn’t been any before. We are able, with our program, to track those kids because we can say to that school, “This is what’s happening.”

SAI Focus Group, May 1999

The School Attendance Initiative (SAI) was launched in November 1998 after an initial pilot project was completed. SAI is a collaboration between several groups: Multnomah County, Portland Public Schools, East Multnomah County Local Independent School Districts, Multnomah Education Service District and Volunteers of America, Inc. The goal of SAI is to improve the attendance of youth who experience school attendance problems, and to decrease the number of dropouts from Multnomah County high schools. “The responsibilities of the program include identification of truant youth, outreach to

the youth and families, integrated case management activities including referral to services that will assist the youth and family in a positive return to school, follow-up to ensure continued attendance, and evaluation of the project." (SAI flyer) Until recently there were four SAI teams (a West Team and OCHA Team have recently been added): North Team, Central Team, South Team, and East Team. The Leaders Roundtable suggested that it might be helpful to understand the local situation more clearly by talking with the staff of SAI. To this end four focus groups were conducted, one with each of the SAI teams.

The focus groups took place during the months of May and June of 1999. The four focus groups were held during regular SAI staff meetings. In each focus group we asked the attendants to sign in by listing their current job position and the number of years that they have been employed in the professional field of youth development. This was done for the purpose of safeguarding the respondents' identities, and to recognize the years of experience those who work in SAI have accumulated. The size of the teams differs widely and therefore the size of the focus groups varied. The South Team focus group consisted of nine SAI employees who represented a total of 58.5 years working with students, Central Team's group had seven employees with a total of sixty years experience in the field, East Team indicated that they had a total of 117 years working in the profession from the sixteen SAI employees present, and the North Team with four SAI employees represented eighty years of experience working in the youth development field. The four focus groups had a total of thirty-six SAI employees representing a total of 315.5 years of experience in the youth development field. The average years of experience in the field was nine years. This indicates the vast experience that the people who are working in SAI bring to this work, giving the Initiative a special background and strength that might not be realized with a less experienced staff. Job positions varied. Some of the job position titles were: team leaders, truant officers, liaisons, outreach workers, and case managers. It was clear from the SAI employees that took part in the focus groups that these groups work closely together in a team atmosphere. They knew each other's caseloads, and frequently fully understood the situations of the students with which the team was working. The teams were very careful to safeguard the identity of any of the cases they talked about. Examples were frequently given in story fashion; however, names were omitted in a professional and precautionary manner.

All of the focus group respondents were open and willing to share their experiences with us. They indicated that they wanted to share the situations that they see in the field on a daily basis. Without exception, it was clear in the focus groups that the respondents care deeply about the students and the work that they do.

Although no one event causes a student to not be able to succeed in school, mobility (the frequent relocation from one place of residence to another) is a significant problem for many of the students who are served by the SAI. The focus group respondents gave us many stories about children who are in the situation of having to move residences and

therefore often change schools. The reasons for these moves are as varied as the home situations; however, there are some general themes that have evolved out of the focus groups. These themes can help us to better understand some of the events that are impacting mobile children, and how this mobility negatively affects their ability to achieve in school.

Quotes from the focus groups will be found throughout this section in indented paragraphs. They help to tell the story of what it is like for students in Multnomah County who are in the SAI system and who move frequently.

Mobility in General

*They did well because they had people invested in them.
They knew what their needs were. Even though they weren't
there that often, when they were there, it was consistent.*

SAI Focus Group, May 1999

Those who work directly with children in the SAI notice that children who are having to move constantly face many difficulties both in the home and at a school. The act of moving and changing schools is a disruption for the schools and the children.

They move around a lot and don't update the school every time that they move. That's something that we struggle with all of the time. We have to do this detective work on our own to find where these kids are.

Although it appears to be important for a child to stay in the same school, the very act of moving residences, no matter how far or near, seems to negatively impact the child. Similar to those who change residences and schools, keeping track of records is a problem with children who move a lot regardless of how far they move. Sometimes it is simply a concern of being able to track the child and therefore be able to contact the parents when issues arise. One respondent said:

I think another concern is with families that stay in the same school but move around a lot. A major affect is that the schools aren't able to contact (the family), they don't have a recent address or phone number.

Another story was told about a family who managed apartment houses and had, at one time, lived consistently in one place for a number of years. However, because of unexpected circumstances they had experienced a number of moves in the past few years. This situation left the whole family in a state of instability and they have been frequently moving from place to place over the past several years.

The last move was very short, it was only actually twenty blocks up the street but I think it's just the chaotic lifestyle of not being grounded in one place, and having that insecurity of where home is, so they stay home [and don't go to school].

The children in this family simply did not attend school on any consistent basis. The SAI team works with this family to encourage attendance, but has had little success in bringing the children back into the system because the family supports the children staying home.

Social Impacts of Mobility On A Child's Education

Cultural differences are insurmountable.

SAI Focus Group, May 1999

When a child moves from one school to another they are placed in a position of building a new social network, finding new friends both in the neighborhood and in the school setting. This is a difficult transition for children, one often filled with fear and anxiety. The focus groups all discussed the social aspects of transitioning from one school to another.

Well, he's afraid to get close to people too. Because they move so much. So why get close to someone if you are just going to go somewhere else. That is his defense.

A kid starts to get comfortable with Johnny next to his desk and feeling comfortable with this one teacher, then all of a sudden two weeks later he's moved again. The anxiety, I can't imagine the anxiety. Imagine if you changed jobs every couple of weeks. The anxiety, and that would be the same for a child. There's stress involved in change.

To leave their peers is very traumatic.

The SAI staff told stories of the social impact of frequently moving from one location to another. They also explained that the children that they work with who are extremely mobile are also the children who are very poor and the moving from place to place coupled with their poverty sometimes creates a situation where they are not easily accepted in their new environment.

The other part that I think makes it even more difficult for this population is that kids can be very cruel and these kids who are moving from place to place usually don't have, well, never have nice clothes, rarely have

clean clothes, they usually stink, I mean these houses we go into stink. Sometimes you can smell them from the curb. [Sometimes they] don't have a toothbrush, don't have a comb [it was] lost in the move. So when they go to school, the kids make fun of them.

The social situation for some children is exacerbated when the family moves from a community that is culturally homogeneous to one that has little cultural diversity. The following story about an African American family that moved to low income housing in Gresham is an example of the stresses that can take place in such a move.

For example [one family] moved to Gresham, where now they are starting to have a lot of low-income housing available...And you're looking at youths who were brought up in Northeast Portland where all their friends and people that they know and grew up with are living...The kids got moved into a setting where they were very uncomfortable. And it affected their education because the kids were withdrawn [at] school. They didn't really speak out loud and they didn't really want to participate in that environment. They didn't feel comfortable. I think that is an issue, you being comfortable, being in a familiar surrounding, so that they can achieve at the level that they are capable of.

Low-income Homes

When you got a kid that's thinking about eating he sure ain't thinking about school.

SAI Focus Group, May 1999

It is recognized that students of all socio-economic levels often change residences in our very mobile society, yet the students who become involved with the SAI seem to be predominantly low-income. The SAI teams all talked about children in poverty. They indicated that these children often have particularly difficult times because of having to move frequently. Although situations vary, the result is often an extremely mobile environment, where home life and school life is disrupted because of frequent residential moving.

Sometimes it's circumstances of life; recent divorce, recent split-up (so income's down), job loss, and eviction happens. So then they move to a homeless shelter or a hotel and then when money runs out, they go live with a family friend. Then the family friend gets sick of them so they have to go somewhere else.

Another focus group participant explained the situation of mobile low-income students and their inability to achieve academic success by saying:

There's no educational stability if you don't know whether or not you're going to come home and have a place to even lay down, to get up, to take a shower, to get dressed, to even go to school.

Another participant agrees with the complexity of the issues:

So you're looking at so many compound problems it's survival for these kids, school is almost secondary 'cause they're wondering where they're going to eat, where they're going to sleep, and those issues. Going to school just seems to be really insignificant because there's so many other factors involved with these poor kids.

There are programs that attempt to help low-income families and often these do help improve the basic difficulties of having enough food and shelter. However, these programs are often not capable of solving the endemic problems of poverty.

I've got families that come to the community breakfast program at one of my schools. They come to eat with their children. That's telling me there ain't no food at home. Poverty can create a lot of problems.

Housing Problems

That's is a pretty common theme among a lot of my families.

A lot of it has to do with money.

SAI Focus Group, May 1999

The lack of low-income housing in the Portland area is another issue that is obvious when discussing families in poverty. The SAI teams in the focus groups all talked about the housing problems that their families face on a daily basis.

I've seen twenty folks in a two-bedroom house. Sometimes they don't have electricity, sometimes they have no gas, no water because they just don't have the money to pay for it anymore. And they get kicked out of this home, they go to that home, it's in a different school district and kid gets exported. It's crazy.

As neighborhoods change and are revitalized, often low-income housing is lost and not replaced. In these cases people in poverty are frequently displaced from their neighborhoods. This displacement often causes deep rifts in the social network that at one time supported the community.

A parent has to move to where the housing is available and they may be living in one particular area, but because housing is no longer available in that area then kids are pulled out of that particular school.

Families frequently have to double-up or move in with a relative to ease the financial strain. One focus group participant explained:

So just yesterday I talked to a mother she said she was moving into her mother's house because she can't pay for rent. Can't pay the rent and the cost of childcare. They move with the parents or grand parent, built in baby-sitter, and to help with the rent.

And when all else fails, sometimes these families become homeless, living when they can find it with groups of people in less than satisfactory conditions. Often other issues arise that are dangerous for the children.

These homeless families end up living in very overcrowded conditions with questionable people, so the abuse rate among these young kids is extremely high. We find a lot of that and the kids amaze me... these kids are still very often lovable, warm kids.

Parents: Issues of Mobility & School Achievement

Their parents are so stressed out about the whole situation they are no longer available to deal with the child's needs and the child's wants. And [they can't] provide that stable, (self) esteem...as they grow older, and they are no longer there for the kid. And so then the kid depends on the school, but then the child's not at school, and so the child is not getting it and that's where the child starts to decompensate.

Naturally children have many influences that affect them. Parental impact is extremely important in the first few years of life. They are especially important when children are old enough to begin their formal education. It is the parents' responsibility to prepare the child for the school experience, waking them on time, dressing and feeding them, and assuring that the child is at school on time. When parents fail to take this responsibility seriously, then children learn that education is not a family priority.

We find out that the early age children, elementary partly middle school, when there is attendance issues and the kids aren't getting to school it's mostly parental. The parents are not making sure the kids get up and go to school.

This is a particularly difficult situation when parents work night shifts and have only been asleep a short time when the children are supposed to be getting ready for school.

I have cases where kids live right across the street from the school, or down the next block, and because mom is up all night and can't get up in the morning to get the kids to school, they don't come to school.

When all is said and done, we find out that this child is not being wakened up in the morning by the mother. He wakes himself up, he dresses himself, he fixes his own breakfast and he gets off to school. She has no idea what he's worn to school that day until he comes back home. And he's in second grade.

A Child's Innate Desire to Learn

In every focus group SAI staff discussed the children they work with and their enthusiasm for learning and gave examples of extremely bright children who struggle to get to school, frequently without the assistance from anyone at home.

So here is the principal telling us this morning that this child could possibly be a very intelligent, on an educational basis. If they could keep him in one school with one teacher for six months, three months, [even] two months. He could possibly be a tag child that is exceptional, but because he's all over the place and different learning styles, different teachers teaching styles...if he is to succeed it's only because he has an innate ability within himself, or herself, to learn.

The kids want to be in school. We had a case of a fifth grade girl she had four younger sibs, Native American family. She went to the YWCA transitional school and said she was the mother to enroll these children and signed their forms...The kids want to be there.

Alcohol & Drug Abuse

A very high percentage of the parents we work with, in fact we estimate about eighty percent of the parents we work with, have problems with alcohol and drugs.

SAI Focus Group, May 1999

The SAI staff every day works with families to help them get their children to school on a regular basis. However, when parents are dealing with addictions, it is especially difficult to make the contacts and to help them with truancy issues. Often, in these cases, the adults in the family do not want any kind of official representing the education or judicial

system in or near their homes. When SAI becomes involved, this often proves to be a highly volatile situation.

The parents move the kids, the parents don't want to be found. If you are a parent and you know you've done something wrong...you don't want to have to deal with it...These people just think that you're going to come in and expose that they are not good parents. Well, whether they are or not is [not the issue]... The issue is to help the kid out and they are just making it worse on the kid and themselves.

Domestic Violence

Domestic violence is another issue that negatively impacts families with school aged children. The lack of domestic violence shelters and services proves to be an exacerbating factor in helping families to maintain a balanced life during times of the extreme stresses caused by difficulties such as domestic violence. The SAI staff frequently talked about families they work with who are dealing with these issues.

Domestic violence is a huge issue...People do a lot of moving because of domestic violence which puts a woman, especially in a situation where they may not be working, in a position where they become excessively mobile moving from one friend to the next friend. There is one person that has been moving from one house to the next house...There's not a lot of shelter and housing and the oldest kid is too old to stay in a lot of the shelters. And so there's a person who's probably trying to do the right thing and get out of a violent situation with no where to go...No job skills, [she] tries to get resources but you have to have an address. So domestic violence is a huge issue with a lot of the families I've worked with in school attendance.

Frequently a family problem is not simply one issue, drugs, or alcohol, or domestic violence. Rather it is a complex situation with many issues impeding the advancement of a child school achievement.

I have so many single parents, single mothers, who through domestic violence or some sort of other fairly big reason, alcohol or drug abuse have recently split with their husbands, and the only job they can get is working at a bar or stripping and so that takes them out of the home around eleven o'clock until three in the morning and then getting up and getting the kids ready is really, really hard and that also means there's kids unsupervised which leads to all sorts of stuff.

Foster Care

Another issue that causes children to change residences frequently is that of foster care. Children who are in the foster care system are sometimes moved from one location to another because of various problems. This is not an ideal situation but is one that frequently cannot be avoided. Nonetheless, these children often have a difficult time adjusting not only to their new home environment, but at the same time adjusting to a new school environment.

In foster care...is a real transitional situation, because they are with this family maybe for a month or two and...all of a sudden they are out in Barlow district with another family and they are going to Barlow high school...and they are there for a few months...and all of a sudden now they are back at Jefferson because they are with a family who is closer to this side. That's a tough situation because the kid is constantly in transition and education is not the main focus in that situation, housing is the main focus.

Grandparents Raising Grandchildren

Another area of support that was frequently indicated, was the situation that arises when grandparents have to take on the task of raising their grandchildren. If these grandparents were given the support that they need and the children were placed permanently under their care, the children would more frequently experience more stability. However, as is usually the case, the children are shifted from parent to grandparent to parent and back again. Support for grandparents who are raising their grandchildren would give the children some stability in the home and some consistency in their school setting.

A lot of kids are living with grandparents, especially in our neighborhoods...because the parents aren't stable. Parents get stable for a couple of months. Then they move back with mom, go to that school, mom or dad falls off again, move back with grandma, go back to the other school. I've had several cases where that happened.

There is little that the school districts and society at large can do in these difficult family situations. The SAI program works continuously to assist in helping families focus on the importance of regular school attendance for all children. With parental problems like those listed above, it is often a challenge that impossible to defeat.

Children With Multiple Problems

*A lot of the kids that we work with [who] move a lot
are on Prozac, and Zolof...because they worry all the time.*

SAI Focus Group, May 1999

One of the major issues that the SAI teams work with are children with multiple problems. Many of them are children with different kinds of learning difficulties from mental issues to learning disorders. The four teams each discussed the difficulties that arise when children who are suffering from such problems move from one school to another. It is particularly difficult when a child has been diagnosed, has finally been put into a learning situation where he is best suited and has found the kind of class environment where he can achieve. If at this point the parent moves the child, problems begin all over. Transfer of records is frequently a problem and often the child is dumped back into a regular classroom setting where he is again at a disadvantage. The diagnosis process begins again and what proper services were provided before, again must be sought.

I think a lot of what I see in the Initiative that we are working on now are a lot of kids who have...mental issues, kids who are ADHD, ODD, who have all these disorders and just don't fit into that school setting.

One such example was a student who had been moved from school to school for much of his life. This young man was entering a new school and the team was working with him in an effort to improve his attendance record. The SAI case worker said:

I asked him at the school meeting how hard it must have been to switch schools like that. It was the only time I got an emotional response from him... "Yeah, it is **really** hard. But nobody cares." It was the only time I got an emotional response.

Schools and District Policy and Curriculum Problems

*The schools bend over backwards to accommodate these kids,
schools are doing their jobs.*

SAI Focus Group, May 1999

Our schools work particularly hard in serving all of the children in the community. It is difficult to meet all the needs of all the children, however, and some situations are more difficult than others. When talking about the problems with mobility the SAI staff who participated in the focus groups cited four areas that are of particular import to children who change residences frequently.

Curriculum

One of the major concerns that was mentioned in the focus groups was that of the differences in curriculum that children face when they move from school to school. Although curriculum is usually consistent, or the school districts try to have some consistency between schools. Individual schools and teachers have teaching styles that are unique to their classrooms. Even though these may work very well for children who stay within that school for several years, those who are new to the teaching environment

often have difficulty adjusting to a new system or style. Even more complicated is the situation where a student moves between school districts, states, or regions of the country.

Every time you make that move, you have to start all over. Different schools have a different curriculum, different ways of setting things up.

But unfortunately maybe somebody will move out of Multnomah County over into Washington, maybe into Hillsboro.

It is particularly problematic when the child has a learning disability or has some other kinds of special needs. The move, even when transcripts and records are successfully transferred, can cause the process of building the wrap-around services started in one school district to begin all over again. Families and children soon become discouraged when this happens. Additionally, those who have attempted to help the child find this situation extremely frustrating.

What is unfortunate is that when you get all of these service providers, the youth and family center, juvenile courts involved, maybe SCF's involved, ...and you start working out a plan, then the family moves. Well then they move someplace else and then somebody else, by the grace of God if they pick up that there's a problem, will have to start all over again and try to provide services. So right when you're getting in there and you're trying to provide services, they move.

Stigma of movers

One of the most difficult situations that children who move frequently face is the social effect of being identified as a child who frequently moves. The SAI staff talked about all kinds of social aspects that have negative effects on extremely mobile students, but generally there appears to be a stigma that accompanies the mobile student above and beyond the general negative social effects.

There's a stigma that comes with people who move a lot and especially if they see a history that they've moved a lot. I think there's a subconscious thought that goes through, "We're not going to have these people very long, we're not going to invest the time, they're probably just passing through." If you put a different twist on it and say, oh great we have to give this student and this family extra support because they're are in a situation where they are moving a lot. They may be passing through that means that it's more important that we make sure that we can stabilize their situation here at the school and help them if they do need to move on to somewhere else. I think that really addresses the mobility issues in the schools, it does need to be accepted with open arms and dealt with. What

can we do for them or those situations? Let's accept them and deal with each situation as they come in and treat them as almost a special situation, not a situation that we don't really want to deal.

Benchmarks and Passing Policies

The SAI staff suggested that some of the recent school policies negatively impact children who are extremely mobile. Although some behaviors in schools are contrary to official policies, these behaviors may be actively used to avoid school problems. For example there are cases when children progress from one grade level to another even when they are incapable of achieving the work at the higher level. SAI staff members talked about the problems when children move between schools, attend classes seldom, and are progressed to higher and higher levels when they are incapable of keeping up with increased pace of work.

I think one issue that's not looked at far as students education and how their attendance goes down quite a bit when they move is the fact that kids are passed on in public schools. So if a kid does not attend school because he or she is moving so much, and misses sixty days for whatever reason... The schools that I've been associated with...have a policy to go ahead and pass those students onto the next grade, even when their education isn't up to that. Which then puts the student in a bigger predicament because they're going into a grade that they don't understand. They don't understand that level of work. And in addition with moving around, it compounds the problem even more.

New benchmark policies also add to this problem according to those in the focus groups. The less a child attends school on a regular basis, the more he is able to maintain a steady course of learning and therefore the less likely he is to be able to achieve at the rate that children who are consistently in school are able to achieve.

The other piece is kids making their benchmarks, and...they just pass them through. The benchmarks are getting harder and harder on kids so the stress accumulates. They'll pass them on till they get to high school and if you can't pass that CIM test, "Sorry."

Alternative Education

A final area that the SAI staff discussed in this theme was alternative education programs. The first issue is that alternative education programs seem to not have strong backing from the school districts. The programs seem to be located in buildings that are run down, supplies are limited, and the equipment is often leftover and outdated. By making alternative education programs a low priority, students come to believe that they are simply less valued because they do not fit into the system like others do.

I have a philosophical problem, which is that alternative education programs are usually seen as a failure. And I think alternative ed. could be the answer...Some of the best kids are the ones that don't fit into the regular classroom. But we see them as failures because they have to go to alternative ed....(This) is an alternative school and what do we get? We get leftover buildings, we get the dregs of the desks, and there's no heat right now... We're saying to these kids "You really are a failure because we're not even going to invest in chairs that match or nice desks or good books. We're just going to give you the leftovers because we don't know what to do with you..." If we could, somehow, give the kids more support. "There's options if you don't fit. Because your lifestyle is different or your way of learning or processing information is different...We've got this great program for you, and only you can be in this program."

If we had a better attitude about alternative ed., then the child wouldn't end up at every single move having to prove to them that's what they require. Because that's exactly what happens and that's what beats the kids down. They go from one school (where they know they need alternative ed.) then they move into another school. Even though it's in the record, this school insists on forcing them to go through the regular everyday classroom...So they don't succeed. And then they get put in this great program maybe they start to succeed and then they move again. And it happens five and six times and by the time that kid's done he is sick of the feeling, even though we could have prevented it by listening to the school before and put him in a special ed. class

Transition Time: When Is It Most Problematic To Move A Child?

*The earlier the intervention in the early grades,
we see a lot more bang for our buck, I think.*

SAI Focus Group, May 1999

In each focus group the respondents mentioned that young children have a innate basic love of learning and that many of the students that they work with enjoy school and want to be there on a regular basis. Therefore, one of the questions that continually arose out of the focus groups was "Is there a time during a child's education that is central when they are still excited about learning and before they become totally discouraged?" There was general agreement that the Middle School years are a turning point for many children. It is a time of transition for all children, but for those who frequently move from school to school it is an even more difficult transition.

The kids themselves say that is the key time, their last happy year of school was fifth or sixth grade. So that's where it starts getting hard regardless of life. And then if you put moving on that...

Ground work

Those who chose Middle School as being the specific time after which children loose their enthusiasm for learning gave several reasons for this choice. Basically, it is a matter of educational development; a period when they must build on the foundation that began in their primary school years. If this foundation was not built on consistent firm learning skills, the transition into Middle School work is much more difficult, if not impossible.

I think a lot of kids fail when they hit the middle school because they haven't been at school very much when they're younger to get those basics. Then all of a sudden they're thrust into the middle school where all these bigger expectations are thrown at you, and you can't do it because you missed out on the first part of the book.

You're going to basically get your foundation in grade school, and if it's not laid properly by the time you hit that sixth grade you're going to walk this way or you're going to walk that way.

Social

[It is most difficult] when they are transitioning from grade school to middle school because they get lost in that new circle of people

SAI Focus Group, May 1999

There are also social reasons for the Middle School years being particularly difficult for children who have changed schools frequently. This is a period when social skills are extremely important. Parental influence becomes less influential and peer groups begin to become more important in a child's life.

The age that I've seen kids start to drop off is right around seventh or eighth, usually seventh, because that's when the social stuff really starts to hit in. Plus they are old enough to get to school on their own.

Summertime

All kinds of things happen to them during the summer months.

SAI Focus Group, May 1999

Additionally, the summer months during a nine-month school year are particularly difficult with many children. The children who move from one residence and school to

another have more difficulty moving during the on-going school year because they are expected to begin mid-term catching up in a new classroom, and it is obvious that they are new to the school, the classroom, and the neighborhood. However, during the three months of summer situations can change dramatically for many of these children. The transition back into the school setting and the change from vacation time to learning time can be particularly difficult.

Suggested Possible Solutions

A kid can't achieve at the level in which he can normally if he is dealing with all of the adversity in his life. If it's too much on an adult, it sure is too much on a kid.

SAI Focus Group, May 1999

The SAI focus groups often discussed specific efforts that could help with the problems that constant mobility causes. Some of these have been mentioned in the previous discussion of specific issues. However, there are two that fall outside of those themes and they are mentioned below. These particular suggestions may not be particularly new to those in education; however, they indicate that some programs that are now in existence may not be totally addressing the problems that face extremely mobile students.

Coordination of Services

As everyone knows, it is of paramount importance that when children change schools, their records need to be transferred in a timely and accurate method. This, however, is not always done, with the results that the smooth transition from one school environment to another is made more difficult for the child.

Communication is not happening, the records not being transferred and no one is going back and checking to see if those records had actually arrived.

Intra-school district transfer of records is usually better accomplished than those that cross school district boundaries. Additionally, coordination of services between support organizations would help the transition between schools. This is especially important with children who move across district boundaries because the building of wrap-around services is accomplished differently from district to district. One suggestion was that a more holistic coordination between service agencies be adopted.

Then we utilized AFS (Adult and Family Services) to help us try to track people down, and that's another ally on our side to work out a plan with these families. It's unfortunate because there's so many different systems out there, it'd be really nice to have one system that you can push a button and it covers everyone.

Transportation

Transportation is also an issue that is one recognized by many in the school system. Those in SAI recognize that assisting students in getting to school is very important. It is particularly an issue when students change residences mid-year and don't change schools. The further away the school is, the more difficult getting to school every day is, especially when parents cannot help with transportation.

A lot of families move halfway through the year. They have older kids, fifth or sixth graders and they don't want them to go out of the school, and the school district completely agrees. But the minute they move out of the immediate bussing zone, tardiness, and attendance problems [begin]...The parent is the one responsible, and because parents have other responsibilities, or other issues going on, they can't get the kid to school. So the kid quits going to school. Then the kid's grades go down, the kid's behavior goes down, the kid's self-esteem goes down and everything else goes with it.

When I got kids bus tickets they started to make it to school. "Now I really have no excuse not to make it to school." With a lot of kids that's all you have to do. I think it's important that we really look at free bus passes for students. I think that if they do that the truancy program will change in the sense that there will be a lot fewer numbers.

Conclusion to focus groups

The four focus groups gave us the opportunity to better understand the situation of children in our own community who are extremely mobile. The children who are moved from one school to another are seldom able to accumulate the strong basic foundation that will enable them to achieve in school and to become successful adults. The problem is not a simple one; it is extremely complex. In order to fully understand school mobility, we must be able to look at the complexity and understand what steps might be taken to first fully understand it and second address the issues that can best help the children. One of the SAI staff explains the difficulties with the children that they work with on a daily basis.

You can't take one thing and say it's welfare reform. You can't take one thing and say it's school mobility. You have to look at the gestalt of it, and it's a mess. It's a hellacious mess we have....I really object to supporting welfare people, but what are we going to do about the kids? They're the innocent victims and what are the odds these kids are ever going to be successful?

The final section of this report presents some suggestions of the programs that are being used to address the student achievement/mobility issues that face our children.

Best Practices

What can be done by schools to help educationally mobile students:

If differential student outcomes tied to mobility (the evidence suggest that all forms of mobility has at least a negative short-term effect on achievement) is a complex and confounding social/school phenomenon in regards to academic performance—then the question arises what can schools do to assist students to achieve academically given such confounding factors? Fortunately, there is ample research to indicate that there is a correlation between building social networks for families and students and reducing either mobility rates or adjustment to a new school environment.

- Fitchen (1994) building upon Robert Putnam's (1995) concept of social capital (which refers to the features of social organization such as networks, norms, and social trust that facilitate coordination and cooperation for mutual benefit), when analyzing ethnic populations with high levels of localized poverty and yet low levels of residential mobility, contends that such populations have strong norms for maintaining social networks. She believes that because both the Native American and Mexican American communities of the American Southwest place such importance on social connectedness along with the presence of community supported housing that those communities were able to deter high rates of residential mobility even with high concentrations of low-income families. Therefore, Fitchen believes that it would seem logical for policy-makers to provide opportunities for low-income families to enhance their community ties, and therefore, stabilize their residence. An example of such policy initiative occurred when one school district empowered a team of school counselors to develop a specific program to enhance the social networks of new families that enter the district. The program included public service announcements on the radio, home visits to make appointments for the family to visit the school, provided a newcomers picnic, and provided an orientation to the community and the school for the families. Responses to a follow up survey of the parents and the children reported that 77% of the children felt that they were helped by meeting the school staff members before attending their first class while 90% of the families felt more comfortable with their children's school and new community after going to the picnic (Keats, Crabbs & Crabbs, 1981).
- Mary Renck Jalongo (1995) also endorses the need for the school to assist mobile families and their children in building and maintaining social networks. She suggests that school districts should develop school-wide policies that support children and families who are new to the school. Often, she contends, that when families enter a new community it is the school personnel who are their first contacts. Jalongo therefore believes that when this first contact occurs schools should:

1. Allow the students and their families to make "preliminary school visits to meet their teachers and have a chance to tour the school before meeting other children" (p. 83).
 2. "Young children should be encouraged to bring familiar objects to the new school while older children might bring a map that charts their travels or a collection of items that can be used to introduce others to their interests and hobbies" (p. 83).
 3. "Schools with high turnover rates could institute small grade-level support groups for children who have moved recently" (p. 83).
 4. Put children in charge of welcoming and departure rituals to allow teachers to assign various students to work with new children and increases the likelihood that social relationships will be formed.
- Debra Williams (1995), in her article, "Kid, Schools Suffer From Revolving Door," delineates steps that the Chicago Public School District and members of other communities around the nation have done to slow the rates of mobility and ease its effects among the student population. She contends that schools can:
 1. Conduct a media blitz to educate parents about the impact of mobility upon student performance. For example, Spry Elementary school of Chicago launched an informational campaign to the parents that detailed the negative effects of school mobility on the children of the community. The results of this campaign have played out by increasing Spry's stability rate from 66% in 1991 to 77% in 1994.
 2. Work with community landlords to change lease date expiration in low-income communities to a summer date as to avoid leases that expire during the school year. For example, in Rochester, N. Y, David Schular, a landlord, noticed that the local elementary school near his apartment building had a mobility rate of 73%. Schular got the word out to fellow landlords and not only change the lease date expirations from April to June, he also worked with the elementary school to communicate the importance of school stability to the parents of the students.
 3. Align curricula, not only among schools in a single district, but across adjacent districts. In Chicago, the Orr School Network and the Uptown Schools Network are aligning curricula from kindergarten through 9th grade. The curriculum will be broken into week-long units as to allow parents and students who transfer between districts to know what is being taught and the learning outcomes associate with the lessons.
 4. Greatly impact student dropout rates by reducing the numbers of administrative transfers while providing information to parents regarding the negative effects of transfers in general (Rumberger & Larson, 1998).

- Kathleen Vail (1996) suggests that schools can assist in decreasing the impact of mobility by:
 1. Helping highly mobile students acquire their school records faster by providing electronic tracking between school districts.
 2. Building year-round schedules that assist students who move during the school year to fit better into an academic cycle than she/he would have if school had started in September.
 3. Constructing multi-age classrooms where the philosophy is to 'teach kids where they are,' not what age/grade level they are at.
 4. Developing flexible attendance and transportation policies to allow students who make a residence move within the district to stay at their present school until a natural break (usually summer) occurs.
 5. Providing natural helpers (students) to be buddies for students who transfer into the school as to provide a welcoming environment and some initial social ties for the mobile student
- Virginia Plunkett (1997) maintains in her article, "Parents and Schools: Partnerships that Count," that districts need to make school and family partnerships a firm policy component in all schools; in order to enhance the dialogue with parents, community members, administrators, and educators that is truly the foundation of public schooling in America.

In summary, the leading researchers in the field of mobility and school achievement suggest that through partnerships between the schools, public and private community organizations, and the families of highly mobile children, can we as a society hope to address the problems surrounding student mobility. The complexity of the problem suggests that no one institution, public or private, can break the mobility cycle for low-income families alone. Instead, only through the schools reaching beyond their site boundaries, landlords and employers looking to the needs of a child's education, and the community reaching out by integrating families into the neighborhood can we construct an environment that builds social capital, rather than tearing it down.

Limitations of the research and this paper:

This paper is not intended to be an exhaustive account of all research that is bound to the issues involving student mobility and academic performance. Instead, the motivation behind the paper is to clarify some of the important factors and leading evidence that is currently being published in educational research over this subject. It should be noted

that because of the economic, political, and social factors surrounding the dynamics of mobility in the United States, which plays out in other social contexts outside the institution of education, mobility must be seen as just one variable among many linked to academic achievement. Although, since education as an institution seeks to prepare younger generations for citizenry (economic, political, and social), if educators took a laissez-faire attitude towards the perils of mobility for families and their children, both academically and socially, they would be abdicating the potential critical role they could play in changing the attitudes, behaviors, and well-being of society.

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MEDIA



**ROBERT
LANDAUER**

Revolving doors hurt schools

No matter how good the teachers, solid programs produce meager results in schools whose students are here today, gone tomorrow.

In reading and math, Portland fifth- and eighth-graders who move three times in three years on average fall two years behind classmates who haven't moved. Slumping achievement raises the risk that a student will quit school.

High mobility also harms students who stay behind. It slows instruction after first grade as teachers take time to review material for new students.

In places such as Portland, a new superintendent and new principals and teachers in many buildings make it hard to sharpen focus on programs, training and teamwork. Children moving in and out make it even tougher.

Every school needs a program to deal with this churning. It should not be a matter of luck or accident. Parents should be able to expect it.

Yet most educators regard student mobility the way western Oregonians view rainy winter weather: So what? You can't do much about it.

The attitude is unjustifiably defeatist. A sprinkling of districts are finding ways to ease the impact of revolving doors that they can't stop. The Rochester, N.Y., apartment owners association, for example, launched programs to change lease-expiration dates from school months to summer months. The group mediates disputes between landlords and tenants or helps parents find new apartments nearby. This inspired public service has reduced the student mobility rate 38 percent.

Fortunately, the Leaders Roundtable, a Portland Metropolitan Chamber of Commerce affiliate, is tackling the mobility issue. Portland State University's Center for Community Research finished a mobility/achievement study for the Roundtable last June. A Roundtable work group is evaluating "best practices" that might yield big rewards if installed here.

Several practices identified in the PSU study and elsewhere stand out as especially promising for Oregon:

- ◆ Develop electronic tracking of children among districts. In the e-mail era, records ought to reach a new district as soon as a student enrolls and is accurately identified. This could reduce duplicative testing and speed proper placement.

Up-to-date records are vital for students with learning disabilities or family problems requiring schools to coordinate with other agencies. It is important to know, for example, whether a new enrollee has just been expelled from another school or a caseworker has been assigned to a family.

(Some Washington districts withhold records of students who have not paid fees or returned books. That becomes a problem in Oregon.)

- ◆ Align study plans of schools with high turnover. Where families often move among schools and nearby districts, coordinated curricula should help students adjust faster at new schools.

- ◆ Organize informational networks. Promote media blitzes, for example, about stability's benefits and mobility's harmful effects. Make sure that parents know school attendance boundaries and understand that the transfer policy allows a student to stay at a school until the end of the year if a parent provides transportation.

- ◆ Organize support networks to ease the transition for students who do transfer and to minimize disruption to the classrooms they join. Grade-level support groups or buddy systems, assigning parent volunteers as tutors to new students, putting new students into small study groups and providing welcoming rituals so that parents and new students can meet teachers informally before starting classes have been identified as helpful practices.

Mexican-American poet Luis Rodriguez spoke earlier this year to the importance of being embraced and included when trying to fit in to a new school and a new set of wary classmates: "I think one of the results of not being visible in a school is that eventually you think there's no school for you, there's no place to learn."

No single strategy will solve the problem of student mobility. But a handful of significant actions could spare many children emotional and educational turmoil — and probably raise academic achievement while lowering school dropout rates.

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**ROBERT
LANDAUER**

Veering clear of off-ramp from schools

Commuters cheer mobility, jeer congestion. Student mobility, by contrast, is a curse, not a blessing.

"If we can keep students in our district for five years, we have almost zero dropouts," says Keith Robinson.

So the Centennial School District superintendent worries about students who move often from school to school and, worse, district to district.

Twenty-three percent of children who moved frequently repeated a grade, versus 12 percent of those who never or infrequently moved, says the Census Bureau. About one-fifth of all Americans will move every year.

Students on the move often take an off-ramp right out of school. The Oregon Progress Board warned the 1999 legislature that dropout rates for grades 7 through 12 are edging up, to 7.2 percent in urban counties and to 6.0 percent in rural counties as a three-year average.

That's serious. As Oregon shifts to a knowledge-based economy, dropouts have fewer employment chances. Their jobless rate is twice as high as that of high school graduates. They earn less. Lifetime poverty is common.

As a group, they face more hazards: more trouble with the law, more abuse of drugs and alcohol, more teen-age parenthood and more likelihood that their struggles will harm their children.

If stability helps students to complete high school, does mobility harm them even if they don't drop out?

Portland Public Schools asked that question, because Oregon's statewide benchmarks, or goals, seek high educational achievement along with graduation. Diplomas and certificates of mastery are expected to reflect knowledge and skills, not just minimal attendance and noncriminal behavior.

Patrick Burk, assistant to the Portland schools superintendent, ran the numbers to find how student mobility affects achievement in reading and math. He looked at the number of times that a student in grades 5 and 8 enrolled in a different school from spring 1996 through spring 1998.

For example, fifth-graders in spring 1998 who had enrolled once were considered to have been at the school for the three-year period. Almost 80 percent of 3,160 students fell into that category. Their mean reading score was 216.4, above the state reading benchmark of 215 at that level.

Kids who had shuffled through at least three schools in the same period represented 4.5 percent of district fifth-graders and had an average reading score of 201.8. "That is about a third-grade level," explained Burk.

This mobility-related two-grade performance gap appears in both reading and math and in both grades 5 and 8.

This tracks with a recent federal study of standards-based reform, in which principals reported that inadequate parent involvement and high student mobility were the major barriers to high student achievement.

Portland gauges three elements of mobility: late enrollees who show up after Oct. 1; percent of students in June who started the year at the school; and percent of students in the same school for three consecutive years.

If you look at schools with problems in each component, a picture of poverty appears, says Burk. For example in the low-income Roosevelt High School cluster in North Portland, Sitton, George, Portsmouth and John Ball schools all have three impediments.

Redevelopment and rising rents are driving families out of housing. The pattern affects high numbers of students in Southeast Portland's Kelly and Brooklyn elementary schools, Binnsmead and Lane middle schools and Marshall High School.

The income-mobility-achievement dilemma especially plagues Meek, Vernon and Humboldt grade schools, Whitaker Middle School and Jefferson High School in Northeast Portland.

On the city's west side, only Hayhurst Elementary School, with a public housing project in its attendance area, contends with high student mobility.

Kids who move a lot tend to be hurt. Also, schools with high turnover — both faculty and other students — are harmed by the relentless churning, according to national evidence.

So the challenge is to find ways to keep kids more securely attached to schools and to ease the transitions for those on the move.

Next: Best practices

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ROBERT
LANDAUER

Monitoring forced move to suburbs

Land-use planning works so well that residents of some Portland neighborhoods no longer can afford to live there.

As downtown/inner-city neighborhoods revitalize, new owners with higher incomes improve the housing stock. Businesses sprout. Poverty pockets are diluted. The tax base rises.

But the *human* face of success is mottled. Neighborhoods do fine, yet many of the neighbors are hurting.

"Displacement: The Dismantling of a Community" describes how the growing housing-affordability gap causes suffering here.

Longtime owners sell for appreciated values. New owners raise rents, remodel, raise rents again. Families spend more than they can afford on housing. Parents take extra jobs at alternating hours to raise their children and to pay rents. Savings dwindle. Hopes of owning a home grow remote. Residents are forced to leave neighborhoods they cherish. Children churn from school to school.

The valuable report, commissioned by the Coalition for a Livable Future, is not a tirade against planning, not a jeremiad against urban growth boundaries and housing density.

Rather, it sensitively reminds us why technical debates never should shroud planning's primary purpose — to serve human goals.

"You want to increase people's choices and access to what they need and want," explains John Powell. He heads the University of Minnesota's Institute on Race and Poverty and promotes regional planning as a tool of racial justice.

The urban sprawl of cities like Chicago, Seattle and Detroit isolates minorities in inner cities or close-in decaying suburbs as whites flee farther out to new suburban rings. Portland appears to be halting the worst of this "doughnut effect," writes Tasha Harmon, of the Community Development Network, a low-income-housing advocacy organization here.

Well, yes, but in Portland many of the poor minorities get pushed to the doughnut's edges instead of concentrated in a hole at the center. Their new neighborhoods and suburbs often are rapidly redeveloping, too — one effect of the urban growth boundary. So when inner-city residents try to escape rising rents, they find only partial and temporary relief from the affordability crunch.

The urban growth boundary is not mostly to blame. It has had only "a small, and statistically weak, upward influence on housing prices," Eban Goodstein, a Lewis & Clark College professor, and co-author Justin Phillips concluded after a rigorous study last year. I asked Goodstein how the price increases would affect inner-city residents:

"To the extent that you had significant black ownership, you have been adding to the wealth of this community ... The bad side is it makes it tougher for outsiders to get housing and share the wealth."

But where do the displaced go?

Nearby Clark County, Wash., outside the boundary and with lower housing costs, has become a sprawl area for Portlanders. The county's African-American, non-Hispanic population grew 70 percent during 1990-98 and has tripled since 1980, from 1,670 to 4,916 last year.

George C. Hough Jr. of the Center for Population Research and Census at Portland State University has documented other demographic changes:

◆ "Significant decreases for the black population have occurred in a few areas in the inner Northeast around the Historic Irvington area" — experiencing some of the greatest spikes in home prices and rents. Meanwhile, Maywood Park, Foster-Powell, Powell Butte and Gresham saw significant increases in African-American residents.

◆ Multnomah County's 1989-96 increases in poverty largely took place in east county — Gresham, Fairview, Wood Village, Troutdale and in Portland's most eastern neighborhoods.

◆ The moves away from concentrated inner-city poverty will benefit some. For others, forced marches away from supportive community networks are isolating and devastating.

Planning is supposed to stabilize communities, not to splinter them.

Next: How to do that.

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The new kids in school suffer academically, socially with each move

*Oregon teachers struggle to keep the growing
number of mobile students caught up*

By **JANIE HAR**
THE OREGONIAN

As the other sixth-graders start rounding the decimals on their work sheet, Kelly Schaefer scrunches in her seat and stares at the zeros.

This is her second day at Meadow Park Middle School in Beaverton, and while the rest of the class has been studying decimals for a week, the 12-year-old struggles to find the ten-thousandth place.

Kelly prints a number, pauses, then vigorously erases what she's written.

"I have no clue how to do this," she says in a matter-of-fact tone.

"It's pretty easy once you get the hang of it," offers a girl seated across from Kelly. Adds the classmate, after a puzzled beat, "It's weird that your old school didn't do decimals."

Kelly shrugs off the comment and stares at her blank work sheet. Sometimes she doesn't feel like explaining that this is the fourth school she's attended in the past 12 months.

Kelly is one of a growing number of Oregon children

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Moving: 'I'm tired of it. I'm 12. I need to be a kid'

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who are on the move from school to school. Thousands of new students show up in class one day only to disappear the next, educators report.

On average, 16 percent of elementary and middle school students switched schools during the 1997-98 academic year, according to the most recent statistics from the state Department of Education. For high schools, the turnover rate jumped to nearly one in four students during the school year. School reports show that turnover rates have steadily increased during the past decade.

A factor in failure

Educators track student movement in and out of schools because the higher the turnover rate — and it is at least 50 percent in more than a dozen schools — the greater the chaos for teachers and the kids playing constant catch-up in the classroom.

And while some children adjust easily, teachers say student mobility and attendance are key factors driving academic failure and rising dropout rates.

"Mobility impacts the teachers and the learning process and the energy they have to give to the new students. And it's got to impact the relationship among students, because (sometimes) their best friends leave," says Roger Moore, principal at Cornelius Elementary in the Forest Grove School District.

Last year, Moore says, 300 kids moved in or out of his school, which averages 396 students. Half the transient students came from Latino families, many following seasonal farm work.

Reasons for turnover vary, including migrant work, low-paying jobs, housing problems and family turmoil, such as divorce and domestic violence. The pattern of family mobility cuts across urban, suburban and rural schools.



JOEL DAVIS/THE OREGONIAN

Leaving friends is a painful part of moving for Kelly (left), 12, and John Schaefer, 13. Kelly leaves her friends a forwarding phone number.

For example:

◆ Beaver Acres Elementary in Beaverton reported a turnover rate roughly equal to 51 percent last school year, up from 31 percent in 1991-92.

◆ Nearly 30 percent of students at Roosevelt High left or moved into the North Portland school within the last year.

◆ More than 30 percent of the student body at Richmond Elementary in Salem did not attend the full academic year last year.

◆ At Whitcomb Elementary in Milwaukie, 56 percent of the students moved in or out during the last school year. The rate was 27 percent at Milwaukie Middle and 41 percent at Milwaukie High.

◆ In Mills Elementary in Klamath Falls, nearly half of the students moved in or out last school year.

Americans are a mobile people. More than 42 million of us moved at least once in 1997, according to the Census Bureau. Forty percent of children changed schools in first, second or third grade, according to a 1994 federal study.

Plenty of families move for a better life. Others — like the

Schaefer — are rocked by instability. Educators and researchers agree the leading reason behind a child's mobility is economics: When the low-paying job vanishes, so does the family.

"It's hand-to-mouth, a day-to-day existence, and any crisis that comes up — they're out in a car or living with relatives," says Jimmy Brown, program manager for the School Attendance Initiative, which works to battle truancy in Portland Public Schools.

Last fall, Dennis and Rebecca Schaefer, Kelly's parents, were fired from their job managing an apartment complex. So Kelly spent the fifth grade ping-ponging from Ridgewood Elementary in Southwest Portland to Charles F. Tigard Elementary in Tigard and back again, as her father cobbled together part-time jobs and moved the family to low-rent apartments and motels.

"She doesn't stay long enough to keep her seat warm," says Dennis Schaefer, 53, perched on one of the double beds that crowd the family's temporary home, a motel room along the Tualatin Valley Highway in Beaverton.

Schaefer glances at his daughter, who is slumped across a corner of the other bed. Kelly balances her social studies homework on a knee, tilting the page to catch the weak light from a table lamp.

Her 13-year-old brother, John, started the seventh grade at West Slope Academy this month. He has not been in school since spring, when he stopped attending Fowler Middle School — his seventh school since kindergarten — because he says classmates made fun of him.

"You just don't want them to hurt anymore," says Rebecca Schaefer, 44, when asked why she

let her son skip school. "I don't think we were emotionally available to the kids because of our own problems."

Dennis Schaefer is looking for work again, but he says it's hard to snag steady clerical work because of his age and his depression. In fact, Dennis says, he doesn't wake the kids for school sometimes because he's too down.

Rebecca Schaefer suffers panic attacks that sometimes drive her into the bathroom for hours. And living in a motel room, it's especially hard for the Schaefer family to hide their worries from their children.

"I'm tired of it. I'm 12. I need to be a kid," Kelly says, quickly adding: "Sometimes, I think I can't be a kid, but I don't really mind it."

At 12, she can expertly maneuver on the MAX by herself and has learned to rein in her feelings outside the house.

"I don't care what people think of me. I care about what I think of me."



ROBERT
LANDAUER

Glimpsing a tiny drop of perfection

Perfection arguably reigns only on job applications. An Oregon exception to the rule commands attention.

The Oregon Progress Board recently reported county-by-county on 27 vital signs of the state's health. Scan Benchmark 21: "Percentage of children entering school ready-to-learn."

Scary reading. Kindergarten teachers judged that only 58 percent of children were ready to succeed in school in 1997. The best counties (66 percent readiness) appeared to leave each third child short of the starting line; the weakest (just over 40 percent readiness) stranded three of five.

But wait. An oversight. A final inspection shows Wheeler County with 100 percent readiness.

What accounts for this educational oasis in sagebrush country?

Kindergarteners ready-to-learn are immunized and appear healthy, rested and well-nourished. They communicate their needs and wants, start and sustain conversations and can tell about a picture when looking at it.

They can follow directions, sit still and not disrupt the class. They have no trouble taking turns and can make and keep friends. They have a basic fund of knowledge and solve everyday problems. Their motor skills are age-appropriate for such activities as using pencils or paint brushes and skipping or balancing on a beam.

In Spray (population 165), Superintendent Judith May explains that each of Wheeler County's three school districts operates a preschool. In Spray it is co-located with the elementary school, so there is a boosting factor. Spray's K-3 teacher and assistant work closely with preschool staff on reading-readiness. Older children set examples for the pre-schoolers.

It helps, says May, that Spray has long-term stability in the home and community "and lots of support."

In Fossil (population 545), pre-schoolers cross the street for lunch with the big kids in the elementary school. It's two-way traffic, says Superintendent Jack Lorts. "We take some of our children across the street (for activities), and high school kids do work study and are aides in the preschool."

The community's appetite for education seeps down to the pre-schoolers, says Lorts. Children are eligible for preschool when they are 3. "There is a huge difference between one year and two years of preschool." In addition, many stay at the same place for child care in the afternoon.

Parents want their children in classes where lots of one-on-one attention starts in preschool and continues later, says teacher Judy Anderson. She and an aide tend to K-3 youngsters in Mitchell (population 200).

Anderson emphasizes that Wheeler County's small schools may have an advantage that most big schools can't or won't match — multi-age, multi-grade classrooms. Children of different ages constantly cluster in subgroups to work on skills. Learning from peers — often touted in the literature as one of the most effective instructional techniques — is routine.

In addition, high schoolers tutor elementary-school children. First-graders help others. "What I find," says Anderson, "is that four or five have younger brothers and sisters and they get used to helping one another."

Family mobility and lack of parental involvement are the biggest barriers to student success, says a recent U.S. Department of Education report.

By contrast, stability is the norm in Wheeler County. How stable is it?

When the Legislature carved Wheeler out of Grant, Gilliam and Crook counties in 1899, the population was 1,600. One hundred years later it's still 1,600. Another indicator is that significant numbers of teachers grew up near where they now teach and even descend from founding families.

Quibblers will argue that Wheeler's 14 kindergarteners disappear like a statistical drop in the barrel of Oregon's 38,000-plus school-starters in 1997.

It is true that residents in that land of juniper and rimrock can't save the world. But Lorts, of Fossil, shows that these enduring Central Oregonians know how to rescue pieces of it:

"No child in this county is left out of preschool because of need."

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Trying to belong

Children who moved at least six times are 77 percent more likely to suffer from four or more behavior problems — including depression, running away, feeling worthless and fighting — than students who have never moved or moved only a few times, according to a recent study published in the *Journal of the American Medical Association*. And frequent movers are 35 percent more likely to repeat a grade.

"Kelly's not 12 — she's 27," says Cassandra Garrison, a policy advocate with the Oregon Food Bank who helps the family. "She's holding it together on the outside, but on the inside, she's a scared little girl seeing her mother and father completely scattered to the wind."

In middle school, where girls cement blossoming friendships by passing notes and sharing candy in class, fitting in is everything.

"There's a need (to belong to a group) because there's so much anxiety about, 'Am I acceptable? Am I going to be respected? Am I going to be liked?'" says Kevin Dwyer, president of the National Association of School Psychologists, in Bethesda, Md.

John agrees.

"I don't want to take the time to get to know (new people)," he says, a dimple creasing his cheek, "because it takes too long and you have to earn their trust."

Besides social life, schoolwork also increases in middle school years.

"Some of it you can't catch up by doing a work sheet, and the opportunity for that piece of learning is gone," says Mary Ellen Edwards, Kelly's counselor at Meadow Park. "It becomes a vicious circle of failure, nonattendance and more failure."

Family mobility is a stubborn problem for educators. But some schools have developed ways to help newcomers adjust, such as forming reading groups that recognize skills over age or informal get-acquainted sessions.

Kelly has trouble with multiplication and division, and her reading skills are below average, according to past report cards. But T. J. Schreiner, who teaches math at Meadow Park, says Kelly is bright and could catch up with better attendance.

"If she could stay here for the rest of her middle school years, by the eighth grade we would see improvements. She would have a group of friends she feels comfortable with and she could feel more confident at school," Schreiner says.

Kelly says she is happy at Meadow Park, where the kids have been friendly and accepting.

In science class, she draws an imaginary bird that lives in a big cage in her imaginary room. The room, explains Kelly, is full of trees and takes up an entire floor of a mansion.

Earlier that day, she met up with two girls on her way to lunch. The trio clomp down the hallway with their arms linked, swimming with the tide of screaming middle-schoolers.

"I want to go here until the eighth grade," says Kelly, "I want to go to high school with all my friends."



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