



MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515

Portland, Or 97204-1914

Phone: (503) 248-3308 FAX (503) 248-3093

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

Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5220 FAX (503) 248-5440

Email: diane.m.linn@co.multnomah.or.us

Gary Hansen, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5219 FAX (503) 248-5440

Email: gary.d.hansen@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5217 FAX (503) 248-5262

Email: lisa.h.naito@co.multnomah.or.us

Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5213 FAX (503) 248-5262

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

ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277

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

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

OCTOBER 20 & 22, 1998

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 am Tuesday Juvenile and Adult Community Justice Budget Briefing at Juvenile Detention Facility
Pg 2	9:30 am Thursday Appointments to the Planning Commission
Pg 3	9:35 am Resolution Regarding Dissolution and Liquidation of Section Line Drainage District
Pg 3	9:45 am Resolutions on Strategic Plan for Juvenile Delinquency and Crime Prevention and High Risk Juvenile Crime Prevention Plan
✳	The November 19 & November 26 Board Meetings are Cancelled
✳	Check the County Web Site: http://www.multnomah.lib.or.us

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community
Television

Tuesday, October 20, 1998 - 9:30 AM
Multnomah County Juvenile Justice Complex, First Floor Conference Room
1401 NE 68th Avenue, Portland

BUDGET BRIEFING

- B-1 Department of Juvenile and Adult Community Justice Briefing and Work Session to Review Performance Trends and Key Results Measures and to Discuss Upcoming Issues and Opportunities. Presented by Elyse Clawson, Meganne Steele, Joanne Fuller, Bill Morris, Jimmy Brown, Phil Linglebach, Jim Rood, Cynthia Stadel, Beatrice McMillan, Nedra Bagley, Carl Goodman, Ginger Martin, Duane Cole and Jann Brown. 2.5 HOURS REQUESTED.
-

Thursday, October 22, 1998 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 Appointments of Patrick Brothers and John Rettig to the MULTNOMAH COUNTY PLANNING COMMISSION
- C-2 ORDER Authorizing Cancellation of Uncollectible Personal Property Taxes for Tax Years 1981/82 through 1997/98

DEPARTMENT OF HEALTH

- C-3 Intergovernmental Agreement 9910425 with Multnomah Education Service District for Provision of Nursing Services for Multnomah County Health Department Head Lice Resource Center

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 Intergovernmental Revenue Agreement 9910347 with the City of Portland Funding Homeless, Public Safety, Youth Employment and Involvement, and Housing Programs

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF SUPPORT SERVICES

- R-2 Approval of the 1998-2001 Agreement Between Multnomah County, Oregon and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (Juvenile Custody Services Specialist Unit)

NON-DEPARTMENTAL

- R-3 RESOLUTION Adopting Findings and Setting a Hearing Date for the Dissolution and Liquidation of the Section Line Drainage District (ORS 198.330 et seq.)

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- R-4 RESOLUTION Approving the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County
- R-5 RESOLUTION Approving the High Risk Juvenile Crime Prevention Plan for Multnomah County

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 WRG 3-98 The **DE NOVO HEARING** Scheduled for Today on the Hearings Officer Decision Regarding Denial of an Appeal Modifying Condition 4 Requiring the Applicant to Develop a Plan to Enhance and Protect Wetland and Riparian Areas for Property Located at 26400 NW ST HELENS HIGHWAY, PORTLAND has been **CANCELLED** as Applicant has Rescinded her Notice of Review and Request for Hearing

COMMISSIONER COMMENT

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

GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

MEMORANDUM

TO: Chair Beverly Stein
Commissioner Diane Linn
Commissioner Lisa Naito
Commissioner Sharron Kelley
Board Clerk Deb Bogstad

FROM: Juana Arredondo
Staff to Commissioner Gary Hansen

DATE: September 23, 1998

RE: Board Meeting Absences

Commissioner Hansen will not be able to attend Board meetings on October 20th & 22 and October 27th & 29th, 1998 as he will be out of town on vacation from October 19th – October 30th.

98 SEP 25 AM 11:04
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

Meeting Date: OCT 22 1998
Agenda No: C-1
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment of Planning Commission Members

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

REGULAR MEETING Date Requested: October 22, 1998
 Amt. of Time Needed: 10 Minutes

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Kathy Busse **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Chair Stein

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Appointment of Patrick Brothers and John Rettig as Planning Commission Members
to serve a four year term.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: _____

KB *Larry F. Nicholas* SF

98 OCT 14 AM 10:22
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
LAND USE PLANNING
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

October 14, 1998

Beverly Stein
1120 SW Fifth Ave., Suite 1515
Portland, Oregon 97204

Dear Chair Stein,

We are forwarding two individuals for appointment to the Multnomah County Planning Commission to fill the current vacancies.

Enclosed for your review are interest forms for Patrick Brothers, a resident of Bridal Veil and a member of the Sheriff's Advisory Board; and John Rettig, an engineer at Tektronix who has been active in the Forest Park Neighborhood Association. We would ask that you confirm these candidates for appointment to the Planning Commission pursuant to MCC 11.05.030.

If you have any questions regarding these applicants please contact me.

Sincerely

Kathy Busse, Director
Land Use Planning Division



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS AND COMMISSIONS

In order to assess qualifications for appointment, it is important to fill out this form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume detailing your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list in order of priority any Multnomah County Board or Commission on which you would be interested in serving:

PLANNING COMMISSION

- B. Name: PATRICK E. BROTHERS

Home Address: 46125 E. HISTORIC COLUMBIA RIVER HWY

City: COEBETI State: OR Zip: 97019

Home Phone: 695-2382 Email Address: patbros@teleport.com

Are you a resident of Multnomah County? Yes: ☒ No: ☐

- C. Current Employer: SELF

Work Address: P.O. Box 39

City: BRIDAL VEIL State: OR Zip: 97010

Job Title: _____

Work Phone: 695-2382 Email Address: _____

FAX Number: _____

Is your place of employment located in Multnomah County? Yes: ☒ No: ☐

D. Please list current and past volunteer activities:

Dates:	Name of Organization:	Responsibilities:
93-97	OREGON INVESTMENT BOARD, CRONSA	CHAIRMAN, MEMBER
89-94	ADVISORY BOARD, MONTESSORI EARTH SCHOOL	MEMBER, VICE-CHAIR
86-90	NORTHEAST MULTNOMAH Co. Community Assn	BOARD MEMBER, PRESIDENT

ALSO - KIWANIS, VISTA HOUSE BOARD, SHERIFFS ADVISORY BOARD, ROTARY, etc.

E. List name, address and telephone numbers of two people who may be contacted as personal references:

GEORGIA ERDENBERGER, CZOPEK & ERDENBERGER, PORTLAND

MOTHER FRANKIE CARDEW, FRANCISCAN MONTESSORI EARTH SCHOOL, PORTLAND

F. List any potential conflicts of interests between private life and public service which might result from service on a Citizen Advisory Board or Commission:

I sit on the SHERIFF'S ADVISORY BOARD AND would have to withdraw from discussions re JAIL building & development

G. Affirmative Action Information (Optional)

MARE/WHITE

Sex/Racial Ethnic Background

Birth Date: Month: 8 Day: 20 Year: 44

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature: [Signature] Date: 9/10/98

RETURN COMPLETED FORM TO: MULTNOMAH COUNTY CHAIR'S OFFICE
1120 SW 5th Avenue, Room 1515
Portland, Oregon 97204
Contact: Delma Farrell (503) 248-3953
FAX: (503) 248-3093
Email: mult.chair@co.multnomah.or.us

TO:

Stuart Farmer
248-3389**MULTNOMAH COUNTY OREGON****INTEREST FORM FOR CITIZEN ADVISORY BOARDS AND COMMISSIONS**

In order to assess qualifications for appointment, it is important to fill out this form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume detailing your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list in order of priority any Multnomah County Board or Commission on which you would be interested in serving:

Planning Commission

- B. Name: John B. Rettig

Home Address: 8646 NW Skyline Blvd.

City: Portland State: OR Zip: 97231

Home Phone: 289-7065 Email Address: johnr@mdhost.cse.tet.com

Are you a resident of Multnomah County? Yes: ☒ No: ☐

- C. Current Employer: Tektronix Inc.

Work Address: P.O. Box 500

City: Beaverton State: OR Zip: 97077

Job Title: Principle Engineer

Work Phone: 627-3232 Email Address: as above

FAX Number: 627-5558

Is your place of employment located in Multnomah County? Yes: ☐ No: ☒

D. Please list current and past volunteer activities:

Dates:	Name of Organization:	Responsibilities:
1991-present	Forest Park Neighborhood	Former President, Secretary
1992-present	SOLV-IT	Event organizer
1992	Forest Park Trails Task Force	Citizen participant

E. List name, address and telephone numbers of two people who may be contacted as personal references:

Joleen Jensen - Classen, NWNW, 1819 NW Everett, 223-3331
Claire Stock, 14025 NW Germantown, 286-8187

F. List any potential conflicts of interests between private life and public service which might result from service on a Citizen Advisory Board or Commission:

None

G. Affirmative Action Information (Optional)

Male / Caucasian
 Sex/Racial Ethnic Background

Birth Date: Month: Jan Day: 8 Year: 1954

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature: John B. Kelly Date: 2 October 1998

RETURN COMPLETED FORM TO: MULTNOMAH COUNTY CHAIR'S OFFICE
 1120 SW 5th Avenue, Room 1515
 Portland, Oregon 97204
 Contact: Delma Farrell (503) 248-3953
 FAX: (503) 248-3093
 Email: mult.chair@co.multnomah.or.us

MEETING DATE: OCT 22 1998
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Uncollectible Personal Property Taxes

BOARD BRIEFING: Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: October 22, 1998

Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3380 x22330
BLDG/ROOM #: 166/300/Collections

PERSON(s) MAKING PRESENTATION: NONE-Telephone contact if necessary

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Matter of cancellation of Uncollectible Personal Property Taxes for 1981/82 through 1997/98, in the amount of \$168,741.83.

These are taxes that have been delinquent for more than one year and have been determined to be uncollectible.

10/27/98 CERTIFIED TRUE COPY & COPIES TO
PAT FRAHLER

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

[Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

98 OCT - 6 PM 12:48
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS

WRITE OFF SUMMARY

10/01/98

17:26:26

TAX YEARS	# of ACCTS.	TOTAL DOLLARS
81/82	1	\$201.75
83/84	0	\$0.00
84/85	2	\$739.17
85/86	0	\$0.00
86/87	11	\$2,668.39
87/88	22	\$3,659.63
88/89	36	\$42,849.69
89/90	57	\$49,857.52
90/91	58	\$14,218.65
91/92	26	\$5,896.59
92/93	20	\$5,268.23
93/94	18	\$4,381.25
94/95	18	\$29,605.16
95/96	26	\$4,534.21
96/97	19	\$3,705.51
97/98	5	\$1,156.09

	# OF ACCOUNTS	DOLLARS
TOTALS	223	\$168,741.83
WRITE-OFF DUE TO BANKRUPTCY	1	\$299.93
PERCENT BANKRUPTCIES OF TOTAL \$		0.18%
WRITE-OFF DUE TO DISSOLUTION OF CORP.	121	\$63,725.89
PERCENT CORPORATIONS OF TOTAL \$		37.77%

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	1998 WRITE OFF LIST 10/01/98 17:04:05																		
2																			
3	TAX YEARS - DOLLARS																		
4	ACCOUNT NUMBER	CASE #	81/82	84/85	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	ACCOUNT TOTALS		
5	P10-52400-00	2820	B					\$153.18	\$146.75								\$299.93		
6	P01-04550-00	576	C							\$449.16							\$449.16		
7	P01-09315-00	8995	C												\$574.77		\$574.77		
8	P01-23540-00	977	C										\$869.57				\$869.57		
9	P01-29270-01	929	C						\$213.37								\$213.37		
10	P02-07240-16	1167	C					\$8.36	\$854.70								\$863.06		
11	P02-07242-02	1608	C													\$8.11	\$8.11		
12	P02-09510-00	1786	C						\$151.44								\$151.44		
13	P02-15580-00	6220	C											\$61.58	\$98.58		\$160.16		
14	P02-15920-00	2164	C					\$88.21									\$88.21		
15	P02-20100-14	947	C								\$15.81						\$15.81		
16	P03-00190-00	204	C					\$608.49									\$608.49		
17	P03-01065-60	3030	C					\$102.68									\$102.68		
18	P03-01450-08	6231	C											\$58.17			\$58.17		
19	P03-01561-99	3235	C			\$462.64											\$462.64		
20	P03-04500-00	3542	C											\$169.51			\$169.51		
21	P03-06835-30	977	C										\$294.08				\$294.08		
22	P03-10345-08	2075	C					\$119.62									\$119.62		
23	P03-15870-00	3140	C					\$13.45	\$231.85	\$133.51							\$378.81		
24	P03-18265-10	3566	C												\$103.71		\$103.71		
25	P03-22056-15	2485	C									\$9.74					\$9.74		
26	P03-23875-00	3018	C						\$162.78								\$162.78		
27	P03-26660-00	943	C						\$559.19								\$559.19		

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[illegible]

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	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
4	ACCOUNT NUMBER	CASE #	81/82		84/85		86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	ACCOUNT TOTALS
100	P09-11027-00	1182	C							\$95.66									\$95.66
101	P09-12643-10	62	C									\$180.13							\$180.13
102	P09-14969-00	1471	C								\$171.70								\$171.70
103	P10-28880-45	10211	C											\$115.12	\$87.36				\$202.48
104	P10-32400-00	2580	C								\$70.20								\$70.20
105	P10-46980-00	2117	C						\$155.10										\$155.10
106	P11-14620-01	1308	C												\$524.58	\$397.34			\$921.92
107	P11-21407-00	1346	C								\$73.69								\$73.69
108	P11-21410-00	2972	C					\$296.60	\$310.21										\$606.81
109	P11-25490-04	1308	C														\$465.31		\$465.31
110	P11-50200-00	977	C												\$24,455.11				\$24,455.11
111	P11-56600-00	1396	C								\$697.79								\$697.79
112	P11-76600-06	1310	C				\$652.94												\$652.94
113	P13-62479-00	1034	C									\$169.55	\$119.54						\$289.09
114	P20-00906-86	1133	C									\$15.54	\$91.00	\$90.04	\$78.42				\$275.00
115	P24-60119-01	3077	C							202.92									\$202.92
116	P61-48000-01	5259	C										\$806.45	\$1,060.83	\$830.08				\$2,697.36
117	P62-87000-03	742	C						\$13.23	\$24.92									\$38.15
118	P63-81000-01	1001	C						\$98.33	\$80.11	\$52.21								\$230.65
119	P66-75000-01	2321	C				\$164.89	\$140.89	\$77.00										\$382.78
120	P67-45000-01	2460	C								\$724.60								\$724.60
121	P69-37000-02	3000	C									\$474.15							\$474.15
122	P69-72000-02	3129	C								\$9.04			\$17.60					\$26.64
123	P69-72000-03	3129	C								\$26.80	\$12.67	\$1.67						\$41.14

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
4	ACCOUNT NUMBER	CASE #	81/82		84/85		86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	ACCOUNT TOTALS
124	P69-72000-04	3129	C								\$7.67								\$7.67
125	P69-72000-06	3129	C							\$7.78	\$82.08								\$89.86
126	U00-0000-017	5256	C													\$64.85			\$64.85
127	P01-12305-10	3285										\$328.34							\$328.34
128	P01-27700-60	1857								\$66.79	\$127.60								\$194.39
129	P02-00900-00	1457							\$273.68										\$273.68
130	P02-07242-11	2252											\$573.12						\$573.12
131	P02-07243-11	1660							\$72.04										\$72.04
132	P02-07271-69	78							\$374.95										\$374.95
133	P02-09305-00	3042						\$109.07	\$113.61										\$222.68
134	P02-12640-12	1206					\$77.40												\$77.40
135	P02-24660-10	12141								\$489.80									\$489.80
136	P03-01535-04	512									\$226.39								\$226.39
137	P03-15927-30	2917						\$325.99											\$325.99
138	P03-19825-00	1846									\$693.10								\$693.10
139	P03-19965-00	1738											\$126.06	\$113.47					\$239.53
140	P03-20040-00	1738											\$126.06	\$113.47					\$239.53
141	P03-25360-00	1502								\$49.53	\$265.30								\$314.83
142	P03-26015-05	1869							\$276.16	\$285.11	\$297.47								\$858.74
143	P03-27580-00	5744														\$72.18			\$72.18
144	P03-28751-41	612											\$152.27	\$145.75					\$298.02
145	P03-28751-52	2845								\$316.01									\$316.01
146	P03-29250-35	2316								\$605.50									\$605.50
147	P03-29297-21	8903											\$97.92						\$97.92

[illegible]

[illegible]

[illegible]

[illegible]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-169

Authorizing Cancellation of Uncollectible Personal Property Taxes for Tax Years
1981/82 through 1997/98

The Multnomah County Board of Commissioners Finds:

Certain personal property taxes have been delinquent and the Multnomah County Tax Collector and County Counsel have determined that said taxes are wholly uncollectible and have requested the Board for an order directing that the taxes be cancelled pursuant to ORS 311.790

The Multnomah County Board of Commissioners Orders:

That the Multnomah County Tax Collector is directed to cancel those certain personal property taxes which are listed and appended hereto and incorporated herein, for tax years 1984/85 through 1997/98, in the total amount of **\$168,741.83** for the reason that the same are found to be uncollectible.

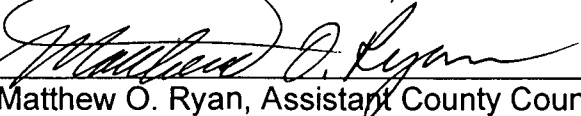
ADOPTED this 22nd day of October, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Beverly Stein, Chair

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

WRITE OFF SUMMARY

10/01/98

17:26:26

TAX YEARS	# of ACCTS.	TOTAL DOLLARS
81/82	1	\$201.75
83/84	0	\$0.00
84/85	2	\$739.17
85/86	0	\$0.00
86/87	11	\$2,668.39
87/88	22	\$3,659.63
88/89	36	\$42,849.69
89/90	57	\$49,857.52
90/91	58	\$14,218.65
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92/93	20	\$5,268.23
93/94	18	\$4,381.25
94/95	18	\$29,605.16
95/96	26	\$4,534.21
96/97	19	\$3,705.51
97/98	5	\$1,156.09

	# OF ACCOUNTS	DOLLARS
TOTALS	223	\$168,741.83
WRITE-OFF DUE TO BANKRUPTCY	1	\$299.93
PERCENT BANKRUPTCIES OF TOTAL \$		0.18%
WRITE-OFF DUE TO DISSOLUTION OF CORP.	121	\$63,725.89
PERCENT CORPORATIONS OF TOTAL \$		37.77%

[illegible]

[illegible]

[illegible]

[illegible]

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
4	ACCOUNT NUMBER	CASE #	81/82		84/85		86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	ACCOUNT TOTALS
100	P09-11027-00	1182	C							\$95.66									\$95.66
101	P09-12643-10	62	C									\$180.13							\$180.13
102	P09-14969-00	1471	C								\$171.70								\$171.70
103	P10-28880-45	10211	C											\$115.12	\$87.36				\$202.48
104	P10-32400-00	2580	C								\$70.20								\$70.20
105	P10-46980-00	2117	C					\$155.10											\$155.10
106	P11-14620-01	1308	C												\$524.58	\$397.34			\$921.92
107	P11-21407-00	1346	C								\$73.69								\$73.69
108	P11-21410-00	2972	C					\$296.60	\$310.21										\$606.81
109	P11-25490-04	1308	C														\$465.31		\$465.31
110	P11-50200-00	977	C												\$24,455.11				\$24,455.11
111	P11-56600-00	1396	C								\$697.79								\$697.79
112	P11-76600-06	1310	C				\$652.94												\$652.94
113	P13-62479-00	1034	C									\$169.55	\$119.54						\$289.09
114	P20-00906-86	1133	C									\$15.54	\$91.00	\$90.04	\$78.42				\$275.00
115	P24-60119-01	3077	C							202.92									\$202.92
116	P61-48000-01	5259	C										\$806.45	\$1,060.83	\$830.08				\$2,697.36
117	P62-87000-03	742	C						\$13.23	\$24.92									\$38.15
118	P63-81000-01	1001	C						\$98.33	\$80.11	\$52.21								\$230.65
119	P66-75000-01	2321	C				\$164.89	\$140.89	\$77.00										\$382.78
120	P67-45000-01	2460	C								\$724.60								\$724.60
121	P69-37000-02	3000	C									\$474.15							\$474.15
122	P69-72000-02	3129	C								\$9.04			\$17.60					\$26.64
123	P69-72000-03	3129	C								\$26.80	\$12.67	\$1.67						\$41.14

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
4	ACCOUNT NUMBER	CASE #	81/82		84/85		86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	ACCOUNT TOTALS
124	P69-72000-04	3129	C								\$7.67								\$7.67
125	P69-72000-06	3129	C							\$7.78	\$82.08								\$89.86
126	U00-0000-017	5256	C													\$64.85			\$64.85
127	P01-12305-10	3285										\$328.34							\$328.34
128	P01-27700-60	1857								\$66.79	\$127.60								\$194.39
129	P02-00900-00	1457							\$273.68										\$273.68
130	P02-07242-11	2252											\$573.12						\$573.12
131	P02-07243-11	1660							\$72.04										\$72.04
132	P02-07271-69	78							\$374.95										\$374.95
133	P02-09305-00	3042						\$109.07	\$113.61										\$222.68
134	P02-12640-12	1206					\$77.40												\$77.40
135	P02-24660-10	12141								\$489.80									\$489.80
136	P03-01535-04	512									\$226.39								\$226.39
137	P03-15927-30	2917						\$325.99											\$325.99
138	P03-19825-00	1846									\$693.10								\$693.10
139	P03-19965-00	1738											\$126.06	\$113.47					\$239.53
140	P03-20040-00	1738											\$126.06	\$113.47					\$239.53
141	P03-25360-00	1502								\$49.53	\$265.30								\$314.83
142	P03-26015-05	1869							\$276.16	\$285.11	\$297.47								\$858.74
143	P03-27580-00	5744														\$72.18			\$72.18
144	P03-28751-41	612											\$152.27	\$145.75					\$298.02
145	P03-28751-52	2845								\$316.01									\$316.01
146	P03-29250-35	2316								\$605.50									\$605.50
147	P03-29297-21	8903											\$97.92						\$97.92

[illegible]

[illegible]

[illegible]

[illegible]

MEETING DATE: OCT 22 1998

AGENDA NO.: C-3

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Multnomah Education Service District

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: Neighborhood Health

CONTACT: * Judy Brandel

TELEPHONE #: x24310

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement #9910425 with Multnomah Education Service District for provision of nursing services for Multnomah County Health Department Head Lice Resource Center.

10/26/98 ORIGINALS to MARIANNE
METZGER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: _____

B. Odegaard (DC)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

98 OCT 12 PM 1:57
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
426 SW STARK ST., 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3015

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

MEMORANDUM

Date: September 30, 1998
To: Board of County Commissioners *B.O.*
Via: Billi Odegaard, Health Department Director
From: Jan Sinclair, Director, Neighborhood Health Division *Jan Sinclair*
Subject: Agreement #9910425 with Multnomah Education Service District for provision of nursing services for Multnomah County Health Department Head Lice Resource Center

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Agreement #9910425 with Multnomah Education Service District for the period July 1, 1998, through June 30, 1999. The agreement is retroactive due to delays in finalizing contract terms.
- II. Background/Analysis: Currently, neither schools or community agencies are capable, given their limited resources, of assisting families with lice infestation with the supplies and training necessary to eradicate the problem. Head Lice is a community issue and Multnomah county must continue to collaborate, and leverage resources with other organizations to implement strategies to deal with this growing epidemic. In April 1997, a Head Lice Action Team was formed to examine the core factors behind the lice problem and determine new, more effective ways to cope with the growing problem.

Recent survey results indicate that the priority of head lice efforts should focus on education regarding treatment and prevention, including a community awareness campaign and resource and referral information. MESD will provide the services of a 1.0 FTE registered nurse assigned to the Head Lice Resource Center.
- III. Financial Impact: The County will reimburse MESD for costs incurred up to a maximum of \$53,640.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation/Other Government Participation: The Head Lice Action Team includes representatives from: Multnomah Education Service District, Multnomah County Health Department, Healthy Communities, Caring Communities, Juvenile Justice, Truancy Diversion Project, Metropolitan Public School Districts, Department of Human Resources, Urban League, Faith Communities, Metropolitan Family Services, Head Start, private businesses and community residents.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 9910425
Amendment #: _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input checked="" type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>10/22/98</u></p> <p align="center">DEB BOGSTAD</p> <p align="center">BOARD CLERK</p>
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Department: Health Department Division: Neighborhood Health Services Date: 09/28/98
 Originator: Judy Brandel Phone: x24310 Bldg/Rm: 160/9
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7

Description of Contract:
 Provision of nursing services for Multnomah County Health Department Head Lice Resource Center for 1998/99 school year.

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

<p>Contractor <u>Multnomah Education Service District</u></p> <p>Address <u>PO Box 301039</u></p> <p><u>Portland, Oregon 97294-3039</u></p> <p><u>(11611 NE Ainsworth Circle, 97220-9017)</u></p> <p>Phone <u>255-1841 (FAX 257-1519)</u></p> <p>Employer ID# or SS# <u>93-6000829</u></p> <p>Effective Date <u>July 1, 1998</u></p> <p>Termination Date <u>June 30, 1999</u></p> <p>Original Contract Amount \$ <u>53,640</u></p> <p>Total Amt of Previous Amendments \$ <u>n/a</u></p> <p>Amount of Amendment \$ <u>n/a</u></p> <p>Total Amount of Agreement \$ <u>53,640</u></p>	<p>Dee Bauer, Director, School Health Services, 257-1733, FAX 257-1779</p> <p>Remittance address _____</p> <p align="center">(If different)</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>(invoice)</u> <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	---

REQUIRED SIGNATURES:

Department Manager B. Odgaard (DC) DATE 10/7/98

Purchasing Manager _____ DATE _____

(Class II Contracts Only)

County Counsel [Signature] DATE 10/9/98

County Chair [Signature] DATE 10/22/98

Sheriff _____ DATE _____

Contract Administration _____ DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE 629561B						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0472			6110		0460	Head Lice Resource Center		
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 1998, between the MULTNOMAH EDUCATION SERVICE DISTRICT ("MESD") and MULTNOMAH COUNTY HEALTH DEPARTMENT ("MCHD").

WITNESSETH

The parties, in consideration of the promises of each other, agree as follows relating to SCHOOL HEALTH SERVICES during the 1998-99 fiscal year.

SECTION I MESD agrees:

A. To provide the services of 1 FTE registered nurse assigned to the Head Lice Resource Center for 40 hours per week, beginning July 1, 1998. A calendar reflecting a total of 190 days is attached to this contract.

B. To provide such nursing equipment and manuals issued to MESD registered nurses assigned to school sites.

C. To provide supervision of nursing practice by an MESD Department of School Health Services Nursing Supervisor.

SECTION II MCHD agrees:

A. To reimburse to MESD fully all salary, fixed charges, fringe benefits, administrative fees, mileage costs, cell phone time charges and supplies expenses related to the 1 FTE registered nurse provided by MESD and assigned to the Head Lice Resource Center, which amount is not to exceed \$53,640, as follows:

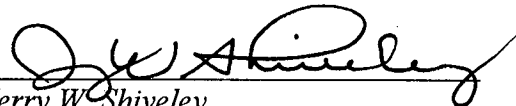
1. On January 30, 1999, after receipt of an invoice for \$26,820;
2. On June 15, 1999, after receipt of an invoice for the balance.

SECTION III MESD and MCHD agree:

A. The attached **STANDARD PROVISIONS** are incorporated herein by reference and made a part of this Agreement.


B. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement.

MULTNOMAH EDUCATION SERVICE
DISTRICT

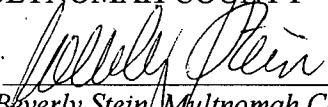

Jerry W. Shiveley
Deputy Superintendent

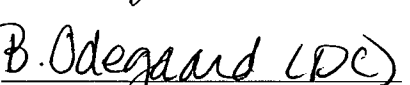
93-6000829
Tax Identification Number

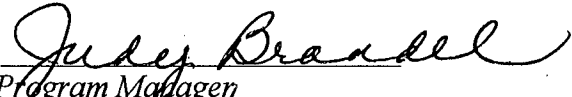
APPROVED AS TO LEGAL FORM


General Counsel
Multnomah ESD

MULTNOMAH COUNTY


By 
Beverly Stein, Multnomah County Chair
October 22, 1998
Date

By 
Billi Odegard, Health Department Director
10/7/98
Date

By 
Judy Brandell
Program Manager
11/21/98
Date

REVIEWED:

Thomas Sponsler, County Counsel for
Multnomah County, Oregon

By 
Katie Gaetjens, Assistant County Counsel
10/9/98
Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-3 DATE 10/22/98
DEB BOGSTAD
BOARD CLERK

STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement, including, without limitation, the provisions of ORS Chapter 279, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as well as all other applicable federal and state civil rights and rehabilitation statutes, rules and regulations.

3. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless the MESD and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, MESD agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of MESD and MESD's officers, agents and employees, in performance of this contract.

4. Early Termination

A. Violations of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by MESD, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by thirty (30) days prior written notice to the other party, delivered by certified mail or in person.

C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to MESD by certified mail or in person, under any of the following conditions:

- 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by MESD to provide a service under this Agreement.
- 2) If COUNTY has evidence that MESD has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 3) If MESD fails to begin services on the date specified in this Agreement, or if MESD fails to continue to provide service for the entire Agreement period.

D. If the Agreement is terminated under this paragraph, COUNTY shall pay MESD only for services provided in accordance with the agreement through the day of termination.

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

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of any litigation between MESD and COUNTY arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

6. MESD is an independent contractor and is solely responsible for the conduct of its programs. MESD, its employees and agents shall not be deemed employees or agents of COUNTY.

7. MESD shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in ORS Chapter 656.

8. MESD shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

9. MESD shall neither subcontract with others for any of the work prescribed herein, nor assign any of MESD's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to MESD.

10. COUNTY and MESD agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

11. MESD agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of MESD or COUNTY as auditor may deem necessary to satisfy audit and/or program evaluation purposes. MESD shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of MESD. If an Agreement cost is disallowed after reimbursement has occurred, MESD will make prompt repayment of such cost.

12. Amendments

A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to MESD by mail. MESD shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or MESD, shall be reduced to writing and signed by both parties.

13. Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of

any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

14. Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

15. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND THE PARTIES UNLESS IN WRITING AND SIGNED BY MESD AND EACH AFFECTED PARTY. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

Revised 8/20/98

1998-99 CALENDAR
MULTNOMAH EDUCATION SERVICE DISTRICT

Jayne Thomson

Employee's Name

[x] Contracted, FTE: 1.0

[] Noncontracted Hours/Day

JULY 1998					AUGUST 1998					SEPTEMBER 1998				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3							1	2	3	4
6	7	8	9	10	3	4	5	6	7	H	8	9	10	11
13	14	15	16	17	10	11	12	13	14	14	15	16	17	18
20	21	22	23	24	17	18	19	20	21	21	22	23	24	25
27	28	29	30	31	24	25	26	27	28	28	29	30		
					31									
OCTOBER 1998					NOVEMBER 1998					DECEMBER 1998				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	H	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	H	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
JANUARY 1999					FEBRUARY 1999					MARCH 1999				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				H	1	2	3	4	5	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12	8	9	10	11	12
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19
18	19	20	21	22	22	23	24	25	26	22	23	24	25	26
25	26	27	28	29						29	30	31		
APRIL 1999					MAY 1999					JUNE 1999				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2							1	2	3	4
5	6	7	8	9	3	4	5	6	7	7	8	9	10	11
12	13	14	15	16	10	11	12	13	14	14	15	16	17	18
19	20	21	22	23	17	18	19	20	21	21	22	23	24	25
26	27	28	29	30	24	25	26	27	28	28	29	30		
					H									

See applicable negotiated Agreement and/or Board Policy for inclusion of Holidays

White to Personnel
Canary to Supervisor
Pink to Employee

PAID DAYS:

[185] Work Days (-)
[5] Holidays (H)
[] Inservice days (A)
[] Other (specify) (0)
[190] Total Days

Aura Perkins 8/24/98
Supervisor's Signature Date

MEETING DATE: OCT 22 1998

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of the City of Portland Revenue Agreement (OMNIBUS) funding Human Services

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Community Programs and Partnerships

CONTACT: Lorenzo Poe/Mary Li

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Consent Agenda

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Agreement #9910347 With the City of Portland Allocating \$1,292,693 in City Funds for Ongoing Human Services Programs Contracted and/or Provided Through the Department of Community and Family Services

10/26/98 ORIGINALS to PATTY DOYLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe *10/6/98*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Beverly Stein, Multnomah County Chair

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

DATE: September 29, 1998

SUBJECT: FY 1998-99 Revenue Agreement with City of Portland, Omnibus

I. Retroactive Status: This revenue agreement is retroactive to July 1, 1998. It was pending final City of Portland approval.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioners approval of the Omnibus Revenue Agreement with the City of Portland for the period July 1, 1998 through June 30, 1999.

III. Background Analysis: The Department of Community and Family Services annually receives a transfer of City funds for the purchase of human services, including homeless programs, public safety programs (domestic violence and gang projects), housing programs, and Youth Employment and Empowerment (YEEP) services. This is the third year in which all these contracts have been folded into one omnibus contract, with one set of general conditions and exhibits detailing the requirements for each program funded.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The City funds pay for services directed toward County policies, including public safety and reduction of domestic violence; access to mental health service; reduction of homelessness, and building the resiliency of youth affected by gang behavior.

VII. Citizen Involvement: Citizens are involved through the Community Action Commission, agencies are involved through the Youth Employment and Empowerment Coalition.

VIII. Other Government Participation: This agreement represents a continuing partnership between the City of Portland and Multnomah County to fund and deliver human services.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 9910347

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-4 DATE 10/22/98 DEB BOGSTAD BOARD CLERK

Department: Community and Family Services Division: Community Programs and Partnerships Date: October 1, 1998
 Originator: Cilla Murray Phone: X 28403 Bldg/Rm: 166/5
 Contact: Patty Doyle Phone: X 24418 Bldg/Rm: 166/7

Description of Contract: **OMNIBUS Revenue Agreement with the City of Portland funding homeless, public safety, youth employment and involvement, and housing programs.**

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

Contractor City of Portland, Bureau of Housing and Community Development	Remittance Address _____
Address 808 SW 3rd, Suite 600 Portland, OR 97204	(If different) _____
Phone (503) 823-2375	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date July 1, 1998	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date June 30, 1999	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Contract Amount \$ 1,292,693	
Total Amt of Previous Amendments \$ -0-	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ -0-	
Total Amount of Agreement \$ 1,292,693	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager Lorenzo Poe mas DATE 10/5/98
 Purchasing Manager _____ DATE _____
 County Counsel Katie Smith DATE 10/8/98
 County Chair [Signature] DATE 10/22/98
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE R6						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor: CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT

Vendor # R6

Fiscal Year 1998/99

Amendment No. 0

Contract # 9910347

Line	Fund	Agency	Org Code	Revenue Code	Report Category	LGFS Description	Original Amount	Amend #	Final Amount
1	156	010	1112	2025	9205	City CDBG	\$51,688		\$51,688
2	156	010	1112	2025	9205	City CDBG	\$33,467		\$33,467
3	156	010	1662	2101	9003	CMI/Homeless/CDBG	\$233,678		\$233,678
4	156	010	1121	2025	9205	City CDBG	\$12,519		\$12,519
5	156	010	1150	2025	9205	City CDBG Clearinghouse	\$17,781		\$17,781
6	156	010	1150	2795	9216	HAP/PILOT	\$318,038		\$318,038
7	156	010	0135	2719	9203	City Emergency Fund	\$30,900		\$30,900
8	156	010	1112	2025	9205	City CDBG	\$91,567		\$91,567
9	156	010	1112	2719	9203	City Emergency Fund	\$50,000		\$50,000
10	156	010	1162	2719	9203	City Emergency Fund	\$50,000		\$50,000
11	156	010	1112	2719	9203	City Emergency Fund	\$194,350		\$194,350
12	156	010	1112	2719	9203	City Emergency Fund	\$24,000		\$24,000
13	156	010	1150	2114	9415	HOME Award	\$184,705		\$184,705
						TOTAL	1,292,693		\$1,292,693

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

This agreement for services (Agreement) is between the City of Portland, acting through its Bureau of Housing and Community Development (City) and Multnomah County, acting through its Department of Community and Family Services (County).

This Agreement consists of the following sections:

Part A: Agreement	Page 1
Table A: Contracted Service Programs	Page 2
Part B: General Terms and Conditions	Page 3
Exhibits: Program Descriptions	Page 9

PART A: AGREEMENT

1. **DESCRIPTION OF SERVICES:** County will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
2. **COMPENSATION:** City shall pay County quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Agreement, as described in the Exhibits. Total compensation under this Agreement shall not exceed \$1,292,693.
3. **TERM:** County's services will begin on July 1, 1998 and terminate when completed but no later than June 30, 1999.

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

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

BY Lolingo P. ... 10/5/98
Director, Dept of Community & Family Svcs Date

BY _____
Comm. Gretchen Miller Kafoury Date

BY Beverly Stein 10/22/98
Beverly Stein, Multnomah County Chair Date

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

APPROVED AS TO FORM:

By Katie Gaetjens 10/9/98
Katie Gaetjens, Asst. Co. Coun. Date

By _____
Jeffrey L. Rogers, City Attorney Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-4 DATE 10/22/98
DEB BOGSTAD
BOARD CLERK

TABLE A: CONTRACTED SERVICE PROGRAMS

CONTRACT #:

Program	Funding Source	Funding Level	Exhibit	BHCD Contact
HOMELESS PROGRAMS				\$667,171
1. Homeless Youth	a. CDBG	Janus/Night Shelter: \$51,688	A	Rachael Silverman
	a. CDBG	O-I/ Day Shelter: \$33,467	B	Rachael Silverman
2. Homeless CMI/ Transitional Housing	a. CDBG	MHSW/Bridgeview: \$233,678	C	Rachael Silverman
3. Moving Assistance/ Homeless Prevention	a. CDBG	MCO: \$12,519	D	Rachael Silverman
4. Emergency Assistance/ Homeless Prevention	a. CDBG	MCO/Voucher: \$17,781	E	Rachael Silverman
	b. PILOT	MCO/Rent Ast \$318,038	F	Rachael Silverman
PUBLIC SAFETY				\$222,467
1. Domestic Violence	c. CGF	\$30,900	G	Rachael Silverman
2. Gang Project	a. CDBG	\$91,567	H	Barbara Madigan
3. Umoja - Intensive Monitoring	c. CGF	\$50,000	J	Karen Belsey
4. OCHA - Learning Center	c. CGF	\$50,000	K	Karen Belsey
YOUTH EMPLOYMENT AND INVOLVEMENT				\$218,350
1.YEEP Coalition	c. CGF	\$194,350	M	Karen Belsey
2. Bridge Builders	c. CGF	\$24,000	N	Karen Belsey
HOUSING				\$184,705
1. Rental Housing Development Program Delivery	d. HOME	\$184,705	P	Andy Miller
				\$1,292,693

PART B: GENERAL TERMS AND CONDITIONS

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

2. **INDEPENDENT CONTRACTOR STATUS.** City is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments for services under this agreement. The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including, without limitation, federal social security, health benefits, workers compensation, unemployment compensation, and retirement benefits.

3. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No board of commissioners member or employees of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employee who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

4. **SUBCONTRACTS AND ASSIGNMENT.** County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement, including being responsible for adhering to all regulations cited within this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

5. WORKERS' COMPENSATION INSURANCE

A. The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment A, if applicable, and shall be incorporated herein and made a term and a part of this Agreement. The County further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers compensation insurance as renewals of said insurance occur.

C. The County agrees to accurately complete the City of Portland's Questionnaire for Workers Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection (9), **EARLY TERMINATION OF AGREEMENT**, hereof shall not apply.

6. **INDEMNIFICATION**. To the extent permitted by Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this Agreement.

7. **LIABILITY INSURANCE**. The County is self-insured as provided by Oregon law.

8. **OREGON LAW AND FORUM**. This Agreement shall be construed according to the law of the State of Oregon. Any litigation between the City and the County arising under this contract or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

9. **EARLY TERMINATION**.

A. **Termination for Convenience**: In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Agreement less payments of compensation previously made.

B. **Termination for Cause**: In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the city may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the City, become the property of the City, and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

C. **Enforcement and Remedies**: In the event of termination under section B. hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of the excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections B and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under section B, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

10. **AGREEMENT CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Agreement. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager. Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

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

12. **INTEGRATION.** This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

13. **MAINTENANCE AND AUDIT OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. The City or its authorized representatives shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder.

The City, either directly or through a designated representative, may audit the records of the County at any time during this 3 year period. If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. **MONITORING.** The City, through the Bureau of Housing and Community Development, shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant (CDBG), HOME Investment Partnership Program, or Emergency Shelter Grant (ESG) funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement. The County shall monitor each subcontractor at least once a year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this Agreement.

15. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, general organizational and administrative information, documents, papers, and records of County which are directly pertinent to this Agreement for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by County for three years after the City makes final payments and all other pending matters are closed.

16. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.

17. **PUBLICITY.** Publicity regarding the project shall note participation of the City of Portland through its Bureau of Housing and Community Development.

18. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. In the event that the County provides goods and services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process. For Community Development Block Grant funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For HOME Investment Partnership Program funded projects, the County shall carry out its activities in compliance with 24 CFR Part 92.

19. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-21, A-87, A-110, A-122, A-128, and with applicable provisions of 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

20. **NONDISCRIMINATION.** During the performance of this Agreement, the County agrees as follows:

A. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

B. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

C. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

D. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432, and 12138.

E. The County will make known that use of the facilities and services is available to all on a non-discriminatory basis.

21. **PROGRAM INCOME/PERSONAL PROPERTY.**

A. Program income, with the exception of HOME program income, shall be retained by the County provided that it shall be used only for those activities identified in the Exhibits in this Agreement, and shall be subject to all provisions of this Agreement. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City. Any program income generated by HOME funded activities must be returned to the City's Local HOME Account to be re-programmed for HOME eligible activities by the City in accordance with 24 CFR 92.503.

B. Contractors who retain and expend program income shall set up a "program income" ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

C. In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for the applicable service program shall be transferred to the City for that funding source program or shall be retained after compensating the City.

D. For Community Development Block Grant funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. When there is program income, transfers of CDBG funds to the county shall be adjusted in accordance with 24 CFR 570.504.

22. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

23. **EXPIRATION/REVERSION OF ASSETS.**

A. For Community Development Block Grant funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503(b)(8).

B. For Emergency Shelter Grant funded projects, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Agreement.

The County shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

24. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City of Portland pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.

25. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

26. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

27. **FLOOD DISASTER PROTECTION.** County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

28. **LEAD-BASED PAINT POISONING.** The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular, Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

29. **LOBBYING FOR FUNDS.** No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

30. **CHURCH-STATE.** The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

31. **TARGETING.** The City will be designating Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to Agreement's provisions on Reporting Requirements.

32. **SECTION 3/TRAINING.** County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701a) and regulations pursuant thereto (24 CFR Part 135). The Bureau of Housing and Community Development will provide training for contractors. All contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

33. **INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM.** During the term of this contract, the City of Portland will be switching billing and reporting systems to HUD's Integrated Disbursement and Information System (IDIS). This switch will require changes in the way the County bills and reports to the City about these projects. Affected County program and fiscal staff will attend training in order to become more knowledgeable about IDIS and to comply with new City processes.

EXHIBIT A
JANUS YOUTH: CDBG FUNDED
HOMELESS PROGRAMS: NIGHT YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for homeless youth by the Janus Youth at Streetlight Program Shelter (SW 12th and Washington).

The County shall contract with Janus Youth from July 1 to December 31 to provide overnight shelter for 30 youth per night. Youth shall not exceed twenty-one years of age. Youth shelter staff shall check for run reports on all non-case managed youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be housed at the shelter. Additionally, the County will work with Project Luck to continue the coordination and planning among displaced youth service providers. City CDBG funds totaling \$51,688 are available to pay for overnight shelter for homeless youth.

The County shall work with Janus Youth Programs to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

A. **CONTRACTOR** will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ Janus Youth will provide shelter for approximately 225 youth (unduplicated count).

B. **CONTRACTOR** will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 80 %of all youth served who stay over two weeks will be involved in a case management program.

IV. REPORTING REQUIREMENTS

A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. **Quarterly Reports:** For the first quarter, County will provide the City with a quarterly performance report

within forty-five (45) days from the end of the quarter. This report shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.

C. **Final Reports:** County shall submit a final report as its second quarter report. The final report shall include:

1. Year-end expenditures by the subcontractor
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, and sex of all recipients of services
5. Number of individuals in case management
6. Performance data related to section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. **IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY ONE THOUSAND SIX HUNDRED AND EIGHTY EIGHT DOLLARS (\$51,688) OF CDBG FUNDS.**

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT B
OUTSIDE IN: CDBG FUNDED
HOMELESS PROGRAMS: DAY YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded day shelter services for homeless youth by Outside-In at its drop-in day shelter.

The County shall contract with Outside-In from July 1 to December 31 to provide year-round day shelter for 5 days and 40 hours per week. Youth shall not exceed twenty-one years of age. The County will work with Project Luck to continue the coordination and planning among displaced youth service providers. City CDBG funds totaling \$33,467 is available to pay for day shelter for homeless youth.

The County shall work with Outside-In to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

◆ Outside-In will provide day shelter for 400 homeless youth (unduplicated count).

B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

◆ 90% of the homeless youth who use the Drop-In Center will access the existing system of available services for at least one additional service.

IV. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: For the first quarter, County will provide the City with a quarterly performance report within forty-five (45) days from the end of the quarter. This report shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.

- C. **Final Reports:** County shall submit a final report as its second quarter report. The final report shall include:
1. Year-end expenditures by the subcontractor
 2. Year-end performance assessments
 3. Number of individuals served
 4. Client demographics including ethnicity, and sex of all recipients of services
 5. Number of individuals in case management
 6. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. **IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY THREE THOUSAND FOUR HUNDRED AND SIXTY- SEVEN DOLLARS (\$33,467) OF CDBG FUNDS.**

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

Exhibit C
Mental Health Services West: CDBG FUNDED
BRIDGEVIEW CMI

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for the homeless chronically mentally ill to be performed by Mental Health Services West at the Bridgeview (NW Everett and Broadway).

The County shall contract with Mental Health Services West to provide shelter for 58 individuals (48 short-term emergency SRO beds with 24 hour supervision, and 10 long-term beds with the capacity to provide on-site intervention.) City CDBG funds totaling \$233,678 will be used to pay for services and beds at the Bridgeview.

III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ 100 individuals will be housed at Bridgeview during the year;
- ◆ 58 contiguous rooms, maintained in safe, sanitary order, will be available for Bridgeview residents throughout the fiscal year;
- ◆ 95% of the beds will be utilized;
- ◆ Provide 21,170 meals to residents.

B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 50% of the individuals leaving Bridgeview will be housed in permanent or transitional housing;
- ◆ 50 % of those individuals placed in permanent housing will remain in a stable housing situation six months after placement;
- ◆ 70% of the residents will demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.

IV. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights

provided; and 4) ethnic and racial data.

C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity and sex of all recipients of services
5. Performance data related to section III

D. Reporting format will substantively resemble tables C-1 and C-2.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. **IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED EIGHTY- FIVE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS (\$233,678) OF CDBG FUNDS.**

VI. CITY Project Manager

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

TABLE C-1
PROJECT REPORT FOR BRIDGEVIEW
BENEFICIARY DATA
Reporting Period From: _____ To: _____

Individual Beneficiaries _____	Household Beneficiaries _____
(check one)	

PARTICIPANT INFORMATION	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender

Males					
Females					
Gender Total*					

2. Ethnicity/National Origin

African American					
European American					
Native American					
Hispanic					
Asian					
Ethnicity Total*					

3. Age

18-21					
21-35					
36-54					
over 55					
Age Total*					

4. Other

# with veteran status					
-----------------------	--	--	--	--	--

* Totals should match.

TABLE C-2
OUTCOME AND REPORTING DATA
Reporting Period From: _____ To: _____

PARTICIPANT INFORMATION	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
# of individuals housed					
% of beds utilized					*
FOR FINAL REPORT					
# of individuals placed in permanent housing					
# of individuals placed in transitional housing					
# of individuals placed in permanent housing who remain in stable housing for 6 months					
# of individuals placed in permanent housing who remain in stable housing for 12 months					
# of individuals who demonstrate maintenance or improvement on MCAS					

EXHIBIT D
MULTNOMAH COUNTY: CDBG FUNDED
HOMELESS PROGRAMS: MOVING ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless or at risk. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless or at risk.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for individuals whose rental residences buildings have been closed by the City's Bureau of Buildings. City acknowledges that the subcontractors have been selected through a competitive procurement process. City CDBG funds totaling \$12,519 are available to pay for these services.

The County will contract with seven community service centers so that each designates one person to serve as primary contact liaison for relocation requests from the Bureau of Buildings. The seven community service agencies will provide the following services when they are notified by the Bureau of Buildings that a residence must be vacated:

- A. Personally contact all residential tenants. Determine the income eligibility of each tenant: bonafide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining benefits provided.
- B. Advise tenants of the availability of moving assistance payments.
- C. Assist tenants in finding and moving to appropriate replacement housing.
- D. Provide referrals and assistance as necessary to welfare, legal, health or other agencies as needed by the tenant.

Eligible costs include case management, moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing if a hardship exists. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 100% of eligible families and single persons will not become homeless as a result of code enforcement and will be placed in appropriate replacement housing.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures by subcontractor
 - 2. Year-end expenditures by type of service purchased (i.e. case management, storage fees)
 - 3. Number of individuals and families served by each subcontractor
 - 4. Client demographics including ethnicity, income level, and sex of all recipients of services.
 - 5. Performance data related to Section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWELVE THOUSAND FIVE HUNDRED NINETEEN DOLLARS (\$12,519) OF CDBG FUNDS.
- D. The maximum amount available for families is \$2,000; for singles the maximum amount is \$1,000. In cases where additional moving or service costs appear to be needed, the County will request prior approval from the BHCD Project Manager.
- E. Costs for case management will be paid to Multnomah County's Community Action Program Office at the established rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT E
MULTNOMAH COUNTY: CDBG FUNDED
HOMELESS PROGRAMS: VOUCHER PROGRAM

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the *Voucher Program Policies and Procedures* and all subsequent program instructions. City CDBG funds, totaling \$17,781 (\$ 5,481 for clearinghouse operations and \$12,300 for general emergency housing vouchers) will be used to pay for the following:

- A. The County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the *Voucher Program Policies and Procedures* and all subsequent program instructions.
- B. The County will provide housing vouchers for 24 households in the average amount of \$500 per household, with an average of two weeks length of stay per household.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ♦ The County will provide shelter to 24 households.
 - ♦ The County will use other funds to provide 2408 nights of shelter to 172 households.
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ♦ 60% of all households that receive an emergency housing voucher will move to a more stable housing placement.
 - ♦ 35% of all households that receive an emergency voucher will maintain stable housing for at least six months.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

- C. Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
1. Year-end expenditures by program area and subcontractors
 2. Year-end performance assessments by program areas and subcontractors
 3. Number of households and individuals served by program areas and subcontractors
 4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
 5. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED SEVENTEEN THOUSAND SEVEN HUNDRED AND EIGHTY-ONE DOLLARS (\$17,781) OF CDBG FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT F
MULTNOMAH COUNTY: PILOT FUNDED
HOMELESS PROGRAMS: DIRECT CLIENT ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City, from time to time, has Payment in Lieu of Taxes (PILOT) funds that can be used for support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

\$318,038 in PILOT funds are contracted for the following services:

- A. Direct client assistance (deposits, rent or mortgage assistance, moving assistance, transportation assistance, etc.) linked with transitional or permanent housing which leads to or removes barriers to housing stabilization.
- B. PILOT funds may not be used for agency staff, shelter, or transitional housing, except that PILOT funds allocated to providers of domestic violence services may be used to support agency staff placing clients in transitional or permanent housing.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ Serve at least 159 households with maximum allocation of \$2000 per family with children and \$1000 per single person household.
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 50% of families will remain in stable housing six months after receiving rent assistance;
 - ◆ 50% of single individuals will remain in stable housing six months after receiving rent assistance.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

- C. Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
1. Year-end expenditures by program area and subcontractors
 2. Year-end performance assessments by program areas and subcontractors
 3. Number of households and individuals served by program areas and subcontractors
 4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
 5. Performance data related to Section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED EIGHTEEN THOUSAND AND THIRTY-EIGHT DOLLARS (\$318,038) OF PILOT FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT G
MULTNOMAH COUNTY: GENERAL FUND
DOMESTIC VIOLENCE COORDINATOR

I. AUTHORITY

The provision of programs to help reduce the incidence of domestic violence is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$30,900 in General Funds that can be used for such efforts.

II. SCOPE OF SERVICES

County shall provide .5 FTE of a Domestic Violence Coordinator who will oversee public and community efforts to reduce domestic/family violence in Multnomah County (\$30,900).

III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on the achievement the following activities during the period of this agreement:

- ◆ Participation in Domestic Violence Awareness Activities;
- ◆ Coordination of the county-wide domestic violence project to implement assessment and intervention for all clients and support for staff who are victims;
- ◆ Publication of ten monthly updates;
- ◆ Translation of brochures.

IV. REPORTING REQUIREMENTS

The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall a listing of the major tasks each project staff worked on during the quarter, and their status. The final report will also include performance data relating to Section III for the entire year.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY THOUSAND NINE HUNDRED DOLLARS (\$30,900) OF GENERAL FUNDS.

VI. CITY Project Manager

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT H
MULTNOMAH COUNTY: COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SAFETY: GANG PROJECT

I. AUTHORITY

The provision of public safety services including outreach services to gang involved and affected youth is a major goal of the City of Portland and part of the City's Consolidated Plan. The City has Community Development Block Grant funds budgeted for such efforts. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the outreach services.

II. SCOPE OF SERVICES

The County shall provide the following services relative to gang outreach. \$91,567 in Community Development Block Grant funds are budgeted for the services.

- A. Develop a contract with the House of Umoja based on the proposal submitted for the County's RFP# P952-43-0201.
- B. Require that the City funding benefits low income individuals/families. This requires that income is tracked by subcontractor by census tract/block group as directed by the Bureau of Housing and Community Development in agreement with federal requirements.
- C. In coordination with the Bureau of Housing and Community Development and Multnomah County, the House of Umoja shall develop output and outcome measures, and timelines, which will be tracked and reported to the City.
- D. Require compliance with all CDBG and other pertinent federal requirements and regulations.

III. PERFORMANCE MEASURES

- A. **CONTRACTOR** will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ youth who receive outreach services

- B. **CONTRACTOR** will track and report on the achievement of the following accomplishments during the period of this agreement.

In coordination the Bureau of Housing and Community Development, Multnomah County and the House of Umoja will explore the development of measures which can effectively and efficiently track accomplishments of outreach activities.

IV. REPORTING REQUIREMENTS

- A. **Quarterly Reports.** Except as provided by subsection B, below, the County will provide the City with quarterly performance reports within forty-five (45) days from the end of each quarter. Quarterly reports shall include 1) expenditures 2) youth demographics, including specific numbers for the quarter and numbers accumulated for the year, and 3) performance assessment on the status of the project. The House of Umoja may submit directly to the Bureau of Housing and Community Development the income eligibility information on youth served.

B. **Final Report.** The County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessment
3. Number of youth served by the program
4. Client demographics including ethnicity, sex and income data of all recipients of services provided pursuant to this agreement.
5. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The City will reimburse the Contractor for expenses in accordance with the budget (Attachment K-A) upon receipt of an itemized statement of expenditures. The contractor will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- B. The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- D. All funds received by the CONTRACTOR, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- E. **TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED NINETY ONE THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS (\$91,567) OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.**

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Barbara Madigan, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT H-A

**Multnomah County
Gangs Outreach Program**

BUDGET
July 1, 1998 - June 30, 1999

Personnel

Salaries and Benefits for Outreach Workers*	\$91,567
--	-----------------

TOTAL CITY FUNDING	\$91,567
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The City funding will be used for outreach workers salaries and benefits.

EXHIBIT J
MULTNOMAH COUNTY: GENERAL FUND
PORTLAND HOUSE OF UMOJA: INTENSIVE MONITORING PROGRAM

I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by youth service providers and law enforcement agencies to direct services to youth at high risk of being incarcerated. The aim of this effort is to provide intensive, appropriate services and supports to these individuals to steer them away from criminal activity and towards positive options for the future. The City has budgeted General Funds for such an effort. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the youth violence prevention services.

II. SCOPE OF SERVICES

- A. Accept referrals of high risk youth, ages 15-25, requiring intensive monitoring from parole and probation officers affiliated with both juvenile and adult corrections
- B. Serve 7 youth at any given time with the understanding that youth will enter and exit the program at varying times of the year based on their individual circumstances.
- C. Assess participants to determine needs and develop an individual service plan based on clear goals.
- D. Operate an intensive monitoring program that includes:
 - Required check-in 2x/day, 3-5x/week, depending on need
 - Provision of daily planner and use of planner on a daily basis to encourage constructive use of time
 - Pre-employment training that includes a career exploration survey, resume writing, interview skills, job search assistance, and job readiness training.
 - Support in acquiring basic employment packet (social security card, Oregon state identification and/or driver's license, food handler's card)
 - Mock interview certification
 - Job placement and retention services.
 - Weekly athletic activities organized by CONTRACTOR
 - Bi-monthly social activities
 - Monthly or bi-monthly arts or cultural projects/experiences organized by CONTRACTOR
 - Frequent exposure to successful, inspirational professionals from a range of career tracks
 - Case management and advocacy.
 - One-on-one and/or group discussions related to life skills issues (e.g. leadership, gang violence prevention, personal finance, parenting skills, communication, and conflict resolution).
 - Discussions with parole and probation officers regarding participants with less than 70% check-in compliance
 - Diminished monitoring for youth transitioning out of intensive monitoring program
 - Regular evaluation of participant progress toward personal goals.
- E. Operate year round, Monday through Saturday, 8am-5pm.
- F. Assist in the development and coordination of a mentoring project that includes but is not limited to:
 - Work with faith community representatives to identify and train appropriate adult mentors
 - Pairing participating youth with adult mentors
 - Developing mechanism for mentors and youth to have regular contact
 - Ongoing training and support for mentors

- G. Maintain ongoing and regular communication with parole and probation officers affiliated with both juvenile and adult corrections.
- H. Mention the City's participation in the project in all publicity for the Intensive Monitoring Program.
- I. The CONTRACTOR will maintain all records for the project, including performance; participant demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- J. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ 15 youth will participate during the course of the year
 - ◆ 12 youth will complete pre-employment training
 - ◆ 12 youth will receive mock interview certification
 - ◆ 12 youth will acquire basic employment readiness packet
 - ◆ 10 youth will have ongoing contact with a mentor
 - ◆ 10 youth will transition from high intensity to low intensity monitoring
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:
 - ◆ 9 youth will have 80% check-in compliance for 60 days
 - ◆ 8 youth will have 80% check-in compliance for 90 days
 - ◆ 8 youth will be placed in a job, or enter GED training, high school, higher education, or trade school
 - ◆ 8 youth will remain free of parole/probation violations
 - ◆ 7 youth will successfully complete the program. (Successful completion involves completing all output accomplishments listed above as well achieving 90 days of 80% check-in compliance, transition to a self-sufficiency track activity, and no new parole/probation violations).

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain
 - ◆ Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment J-B"
 - ◆ Performance data related to Section II as well as the following information using the progress portion of the report form attached as "Attachment J-B".
 - ◆ # of youth with 100% compliance with check-in expectations
 - ◆ # of youth with 80%-99% compliance with check-in expectations
 - ◆ # of youth with 60%-79% compliance with check-in expectations
 - ◆ # of youth with 40%-59% compliance with check-in expectations

- ◆ # of youth with below 40% compliance with check-in expectations
- ◆ # of youth enrolled in GED training
- ◆ # of youth returning to school.
- ◆ # of youth entering higher education or trade school.
- ◆ # of youth placed in a job
 - # of youth placed in full-time unsubsidized employment
 - # of youth placed in part-time unsubsidized employment
 - # of youth placed in temporary employment
- ◆ Participant names and dates of birth using the report form attached as "Attachment J-C" and referenced in Section II.I.

Reports also will include a narrative description of the Intensive Monitoring program including:

- information related to mentor program
- relationships with parole and probation officers
- program successes, challenges, and recommended changes
- as appropriate, participant termination summaries

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

1st Quarter -	October 30, 1998
2nd Quarter -	January 30, 1999
3rd Quarter -	April 30, 1999
4th Quarter -	July 20, 1999

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "J-A" will be submitted - using "Attachment J-D" - within 30 days after the end of the quarter according to the above schedule and will include:
 - ◆ Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as Attachment "J-A", for actual expenditures as follows:
 1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment J-D". Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "J-A".
 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.

- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT J-A

Multnomah County
Portland House of Umoja: Intensive Monitoring Program

BUDGET
July 1, 1998 - June 30, 1999

<u>Personnel</u>		36,400
<i>Salary</i>	28,000	
<i>Benefits</i>	8,400	
<u>Services & Supplies</u>		7,000
<i>Mileage</i>	1,000	
<i>Client Service Funds</i>	5,000	
<i>Supplies</i>	1,000	
<u>Admin</u> @ 13.2%		<u>6,600</u>
		\$50,000

House of Umoja: Intensive Monitoring Program

Project Report

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries X Household Beneficiaries

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Age 15-16					
17-18					
19-20					
21-22					
23-25					
Age Total*					

(*Totals should equal one another)

House of Umoja: Intensive Monitoring Program

Project Report
Section II: Performance Report

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of youth served						15
# of youth completing pre-employment training						12
# of youth receiving mock interview certification						12
# of youth acquiring basic employment readiness packet						12
# of youth with ongoing contact with a mentor						10
# of youth transitioning from high intensity to low intensity monitoring						10
# of youth with 100% compliance with check-in expectations						
# of youth with 80%-99% compliance with check-in expectations						
# of youth with 60%-79% compliance with check-in expectations						
# of youth with 40%-59% compliance with check-in expectations						
# of youth with below 40% compliance with check-in expectations						
Outcomes						
# of youth with 80% check-in compliance for 60 days						9

# of youth with 80% check-in compliance for 90 days						8
# of youth placed in a job or entering GED training, high school, higher education, or trade school						8
# of youth entering GED training,						
# of youth returning to school						
# of youth entering higher education or trade school						
# of youth placed in a job						
# of youth placed in full time unsubsidized employment						
# of youth placed in part time unsubsidized employment						
# of youth placed in temporary jobs						
# of youth remaining free of parole and/or probation violations						8
# of youth successfully completing the program						7

Progress Narrative: Please detail the following:

- information related to mentor program
- relationships with parole and probation officers
- program successes, challenges, and recommended changes
- as appropriate, participant termination summaries

ATTACHMENT J-C

House of Umoja: Intensive Monitoring Program

PARTICIPANT LIST

[illegible]

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: House of Umoja: Intensive Monitoring Program Request For Payment # _____
Project Sponsor: _____
Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
TOTAL				

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

***NOTE:** Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT K
MULTNOMAH COUNTY: GENERAL FUND
OREGON COUNCIL FOR HISPANIC ADVANCEMENT
LISTOS LEARNING CENTER

I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by youth service providers and law enforcement agencies to direct services to youth at high risk of being incarcerated. The aim of this effort is to provide intensive, appropriate services and supports to these individuals to steer them away from criminal activity and towards positive options for the future. The City has budgeted General Funds for such an effort. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the youth violence prevention services.

II. SCOPE OF SERVICES

- A. Accept walk-ins as well as referrals of high risk youth, ages 15-21, from parole and probation staff affiliated with both the juvenile and the adult corrections system
- B. Assess participants to determine needs and develop an individual service plan based on clear goals.
- C. Operate year round, Monday through Thursday, with summer services taking place between the hours of 5-9pm, and school year services occurring 9am-9pm.
- D. Operate an alternative learning center that provides the following:
 - 8-10 hours/week/student of educational instruction that includes first language literacy, English as a second language, GED preparation, and computer instruction.
 - Pre-employment training that includes a career interest survey, career area research projects, resume writing, interview skills, job search assistance, job readiness training and project based learning.
 - Job placement and retention services.
 - Case management and advocacy.
 - Cultural activities including art projects with local artists, walking tours of local galleries, and presentations on Latino culture and history
 - Life skills training that addresses issues related to leadership, gang violence prevention, personal finance, pregnancy and STD prevention, parenting skills, communication, and conflict resolution.
 - Four hours of YMCA coordinated health and fitness activities each week
 - Exposure to higher/continuing education
 - Ongoing visits from law enforcement to cultivate positive relationships between officers and youth
 - Computers and books available for drop-in use
- E. Coordinate three recreational weekend outings outside of the urban area during the course of the year.
- F. Maintain ongoing and regular communication with appropriate law enforcement and juvenile justice personnel.
- G. Mention the City's participation in the project in all publicity for the Learning Center.
- H. The CONTRACTOR will maintain all records for the project, including performance; participant demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be

made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

- I. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ 25 youth will participate in the program within the course of the year
 - 15 youth will enter through walk-in/self referral
 - 10 youth will be referred through parole/probation staff
- ◆ 25 youth will receive intensive case management services
- ◆ 25 youth will participate in pre-employment training
- ◆ 25 youth will participate in arts/cultural activities
- ◆ 25 youth will participate in life skills classes

- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:

- ◆ 16 youth will successfully complete pre-employment training
- ◆ 16 youth will successfully complete life skills training
- ◆ 18 youth will either
 - advance one or more grade level in math, reading & writing, or ESL
 - OR
 - complete 1-4 GED tests
 - OR
 - acquire their GED
- ◆ 18 youth will receive a YMCA certificate of health & fitness
- ◆ 18 youth will either
 - Obtain employment
 - OR
 - Enter post-secondary education after GED attainment
- ◆ 65% of those who enter employment will be retained at 13 weeks
- ◆ 18 youth will not become involved with the juvenile justice system or re-offend if previously court involved.

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain

- ◆ Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment K-B"
- ◆ Performance data related to Section II as well as the following information using the progress portion of the report form attached as "Attachment K-B".
 - ◆ Participant attendance rate.
 - ◆ # of youth placed in a job.

- # of youth placed in full-time employment
- # of youth placed in part-time employment
- # of youth placed in temporary employment

- ◆ Participant names and dates of birth using the report form attached as "Attachment K-C" and referenced in Section II.I.

Reports also will include a narrative description of the Learning Center program including:

- special program components
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

1st Quarter -	October 30, 1998
2nd Quarter -	January 30, 1999
3rd Quarter -	April 30, 1999
4th Quarter -	July 20, 1999

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as "Attachment K-A" will be submitted - using "Attachment K-D" - within 30 days after the end of the quarter according to the above schedule and will include:
 - ◆ Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as "Attachment K-A", for actual expenditures as follows:
 1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment K-D". Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as "Attachment K-A".
 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.

- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT K-A

Multnomah County
OCHA LISTOS Learning CenterBUDGET
July 1, 1998 - June 30, 1999

<u>Personnel</u>	35,184
Summer Program Director (1 FTE)	4,257
Summer Instructor II (60 hours)	720
Summer Health & Human Services Coordinator (1FTE)	3,524
Summer Career Counselor (1FTE)	2,080
Summer Advocate/Instructor (.5 FTE)	1,484
Summer Advocate/Instructor (.2FTE)	501
Summer YMCA Instructor	560
School Year Youth Advocate (.5 FTE)	10,477
School Year Program Director (.15)	5,236
Fringe	6,345
<u>Operations</u>	10,271
Rent	6,667
Janitorial	700
Utilities	1,200
Office Supplies	400
Telephone/Voice Mail	675
Printing & Reproduction	629
<u>Indirect @ 10%</u>	<u>4,545</u>
TOTAL	50,000

OCHA LISTOS Learning Center

Project Report
Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries <u> X </u>	Household Beneficiaries <u> </u>
---------------------------------------	-------------------------------------

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Age 15-16					
17-18					
19-20					
21+					
Age Total*					

(*Totals should equal one another)

OCHA LISTOS Learning Center

Project Report
Section II: Performance Report

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of youth served						25
# of youth entering by walk-in/self referral						15
# of youth referred through parole/probation staff						10
# of youth receiving intensive case management services						25
# of youth participating in pre- employment training						25
# of youth participating in arts/cultural activities						25
# of youth participating in life skills classes						25
Participant attendance rate						
Outcomes						
# of youth successfully completing pre-employment training						16
# of youth successfully completing life skills training						16
# of youth making significant educational advancement (See Section III.B)						18
# of youth receiving a certificate of health & fitness						18
# of youth either obtaining employment or entering post- secondary education						18
# of youth placed in full time unsubsidized employment						

# of youth placed in part time unsubsidized employment						
# of youth placed in temporary jobs						
% of youth retaining employment at 13 weeks						65%
# of youth remaining free of parole and/or probation violations						18

Progress Narrative: Please detail the following:

- special program components
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

OCHA LISTOS Learning Center

[illegible]

ATTACHMENT K-D

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: OCHA LISTOS Learning Center Request For Payment # _____
Project Sponsor: _____

Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
TOTAL				

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

***NOTE:** Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT M
MULTNOMAH COUNTY: GENERAL FUND
YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)

I. AUTHORITY

The City of Portland has committed to participating in a coalition of business, non-profit service agencies, and government entities which are working together to provide and coordinate services to young people involved in or affected by gangs. The goal of this coalition is to provide gang impacted youth with career based employment opportunities. The coalition has designated Multnomah County to coordinate and provide service to this population through contracts with agencies of the Youth Employment and Empowerment Coalition. Funding is provided by the City of Portland and Multnomah County.

II. SCOPE OF SERVICES

- A. CONTRACTOR will oversee the delivery of YEEP services to be performed by designated subcontractors.
- B. The County will contract with agencies of the Youth Employment and Empowerment Coalition. While it is understood that these agencies may change during the course of the year based upon performance, at the outset of the contract year, agencies include:
- Portland Opportunities Industrialization Center
Emmanuel Community General Services
International Refugee Center of Oregon
Open Meadow Learning Center
Portland House of Umoja
- C. The County will oversee contractual processes while subcontracting with the Portland House of Umoja to act as the authorized YEEC umbrella agency and provide project coordination.
- D. The County will waive all administrative costs associated with this project.
- E. The target population (eligibility criteria) served through this project includes:
1. Gang impacted youth as defined by one or more of the following criteria:
 - Adjudicated and/or diverted for a crime with or against other gang members
 - Is on a gang parole/probation unit caseload
 - Identified by law officer as gang impacted
 - Known as a gang member by a case manager or has been a gang member
 - Sells or has sold drugs in an area police identified as gang territory
 - Juvenile Justice involved (arrested for non-statutory offense, adjudicated or in a diversion program
 - Boyfriend/girlfriend of an adjudicated gang member
 - Involved in persistent and escalating criminal activities
 - Has household member who meets first two criteria
 2. Ages 16 and older;
 3. Males and females.
- F. The services targeted at this population may include, but are not limited to, the following:
1. Pre-Employment Training: Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, alcohol & drug assessment and screening, Birth Certificate).

2. **Job Readiness Skills/Work Maturity Training:** Teaching importance of positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
 3. **Job Development and Placement Assistance:** Identification of employers interested in hiring YEEP youth, information sharing with coalition partners regarding available jobs, coordinating employer trainings and workshops.
 4. **Job Site Monitoring:** Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation.
- G. These services will be provided through a collaborative effort of participating agencies. The service delivery model will include the following elements:
1. **Intake**
 - a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
 - b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
 - c) Agencies will conduct a uniform intake and collect common client information.
 - d) Agencies will insure that youth have any essential employer required information.
 2. **Pre-employment Training**
 - a) Each participating agency is responsible for providing standardized Pre-Employment Training
 - B) The Youth Employment and Empowerment Coalition (YEEC) Job Development Specialist will provide pre-employment testing and certification.
 - b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.
 3. **Job Placement and Job Site Monitoring**
 - a) The YEEC Job Development Specialist will act as the single point of contact for job referrals. This individual will accept all job referrals, bring them to the coalition agencies participating in the project and coordinate the assignment of job referrals for interviews. Participating agencies will meet regularly to coordinate referrals to ensure a timely response to employers.
 - b) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
 - c) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.

- H. Services funded by the CITY must result in demonstrable outcomes that contribute to the attainment and retention of unsubsidized jobs.
 - I. The CONTRACTOR will provide participating agencies with a base administrative allowance as well as with fee-for-service outcome payments. Outcome payments will be made for youth placed in jobs as well as youth retained in jobs at the 60, 90, and 120 days. Payments are not provided for youth placed in subsidized jobs.
 - J. The CONTRACTOR will collect from other contracted service providers the names and birth dates of all participants enrolled in their programs to assist in collecting and reporting aggregate data related to any criminal activity by Comprehensive Youth Employment Program participants and provide a copy of these name to the CITY in the 1st and 4th quarter reports.
 - K. Though some CONTRACTOR programs are focused on serving specific populations, no applicant may be denied access to any CITY-funded program, whether run directly by the CONTRACTOR or through a sub-contractor, due to race or gender.
 - L. The CONTRACTOR will include mention of the CITY's participation in this project, through the Bureau of Housing & Community Development, in all publicity to local media.
 - M. The CONTRACTOR will maintain all records for the project, including performance; client eligibility; ethnic, gender, residence zip code and age data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- Additionally, the CONTRACTOR will require all subcontractors to maintain similar records and make them available, upon request, to the CITY Project Manager, or other designated persons. Records of subcontractors will also be reviewed as part of the annual monitoring process.
- N. All staff positions paid for with CITY funds, whether employees of CONTRACTOR or any subcontractor, are required to maintain time records indicating the number of hours worked on CITY-funded projects.
 - O. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ 102 gang impacted youth will be served. (This includes 46 carryover youth from FY97/98)
 - ◆ 41 new youth who receive YEEP services will successfully complete the pre-employment training (PET). In addition, 46 carry-over youth first served in FY 97/98 will have successfully completed PET
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:
 - ◆ 60 youth will be placed in jobs
 - ◆ A minimum of 27 youth will be placed in full time unsubsidized jobs
 - ◆ A maximum of 33 youth will be placed in part time unsubsidized jobs

- ◆ During this year, 44 youth served will reach their 60 day successful employment benchmark
- ◆ During this year 43 youth served will reach their 90 day successful employment benchmark
- ◆ During this year 42 youth served will reach their 120 day successful employment benchmark

YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)	
PERFORMANCE GOALS	
YEEP will serve a minimum of 102 gang impacted youth.	
A minimum of 41 new youth who receive YEEP services will graduate from the pre-employment (PET) curriculum. In addition, 46 carry-over youth first served in FY 97/98 will have successfully completed PET.	
OUTCOME GOALS	
60 youth will be placed in jobs.	
A minimum of 27 youth will be placed in full time unsubsidized jobs.	
A maximum of 33 youth will be placed in part time unsubsidized jobs.	
During this year, 44 youth served will reach their 60 day successful employment benchmark	
During this year, 43 youth served will reach their 90 day successful employment benchmark	
During this year, 42 youth served will reach their 120 day successful employment benchmark	

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain

- ◆ Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment M-B"
- ◆ Performance data related to Section II as well as information regarding the number of carry over youth from the previous fiscal year served using the progress portion of the report form attached as "Attachment M-B".
- ◆ Participant names and dates of birth using the report form attached as "Attachment M-C" and referenced in Section II.I.

Reports also will include a narrative description of the YEEP program including:

- A list of current coalition service providers
- Special activities or accomplishments
- Challenges and lessons learned
- Future changes including changes in service providers, services, etc.

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

1st Quarter -	October 30, 1998
2nd Quarter -	January 30, 1999
3rd Quarter -	April 30, 1999
4th Quarter -	July 20, 1999

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "M-A" will be submitted - using "Attachment M-D" - within 30 days after the end of the quarter according to the above schedule and will include:
 - ❖ Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as Attachment "M-A", for actual expenditures as follows:
 - 1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment M-D". Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "M-A".
 - 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$194,350) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT M-A

Multnomah County
Youth Employment and Empowerment Program

BUDGET
July 1, 1998 - June 30, 1999

Administration:		\$ 49,740
	<i>5 agencies x 12 months x \$829/month</i>	
Outcome Payments:		\$ 51,608
	<i>60 placements @ \$216/placement =</i>	<i>\$12,960</i>
	<i>44 youth @ \$505/60 day retention =</i>	<i>\$22,220</i>
	<i>43 youth @ \$216/90 day retention =</i>	<i>\$ 9,288</i>
	<i>42 youth @ \$170/120 day retention =</i>	<i>\$ 7,140</i>
Job Developer		\$ 50,000
YEEC Coordination		\$ 33,002
Alcohol & Drug Treatment		<u>\$ 10,000</u>
	TOTAL	\$194,350

Youth Employment and Empowerment Program

Project Report

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries X Household Beneficiaries

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

(*Totals should equal one another)

Youth Employment and Empowerment Program

Project Report
Section II: Performance Report

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of gang impacted youth served each quarter						117
# of carry over youth from previous fiscal year served each quarter						
# of youth to successfully complete the pre-employment training (PET).						43 (58 carry over)
Outcomes						
# of youth placed in jobs						62
# of youth placed in full time unsubsidized jobs						42
# of youth placed in part time unsubsidized jobs						20
# youth that reach their 60 day successful employment benchmark						52
# youth that reach their 90 day successful employment benchmark						51
# youth that reach their 120 day successful employment benchmark						48

Progress Narrative: Please detail the following: A list of current coalition service providers; Special program activities or accomplishments; Program challenges and lessons learned; Future changes including changes in service providers, services, etc.

ATTACHMENT M-C

Youth Employment and Empowerment Program (YEEP)

PARTICIPANT LIST

[illegible]

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: Youth Employment and Empowerment Program Request For Payment # _____
Project Sponsor: _____
Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
TOTAL				

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

***NOTE:** Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT N

MULTNOMAH COUNTY: GENERAL FUND BRIDGE BUILDERS - CAPACITY BUILDING

I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by community members to provide positive structured activities, opportunities, and supports for young people in order to prevent instances of youth violence. The aim of the Bridge Builders' Prospective Gents Club Rites of Passage Program is to elevate the African American male to the status of true manhood by administering an African-based 'Rites of Passage' program that promotes scholarship, high moral character, values and community service. To be successful, the program is dependent upon the involvement of educators, professionals and community volunteers. The City has budgeted General Funds to support and build capacity for this program. Multnomah County through its Department of Community and Family Services administers programs for high risk youth. The City and the County agree that the County will administer the contract for the capacity building and support for this youth violence prevention program.

II. SCOPE OF SERVICES

- A. Initiate an education and outreach program to increase the level of community involvement and community investment in the Prospective Gents' Club Rites of Passage Program. Strategies include:
 - 1. Host "Apple Polishers" reception for Prospective Gents' Club participants and their teachers with the aim of educating teachers about the program so they can reinforce Prospective Gents' Club expectations in the classroom and can work with program volunteers.
 - 2. Encourage and support program volunteers to use their formal and informal professional networks to involve their friends and colleagues in the Rites of Passage program.
 - 3. Undertake monthly outreach to the faith community to recruit volunteers
 - 4. Initiate outreach to Portland area clubs and membership organizations to build organizational and individual involvement in the program
 - 5. Hold quarterly "Call for Adults" to engage community members. Publicize the "Call for Adults" by invitation and through the print media.
 - 6. Compile an Informational Brochure which describes the program and outlines the range of volunteer opportunities.
 - 7. Make an open invitation to the community to visit the program.
- B. Design and implement a program to train and support volunteers involved in the Prospective Gents' Club's Rites of Passage Program.
- C. Continue to strengthen and refine the Rites of Passage program to identify ways in which organizations and individuals can support the program.
- D. Mention the City's participation in the project in all publicity for the Bridge Builders' Prospective Gents Club's Rites of Passage program

- E. The CONTRACTOR will maintain all records for the project, including performance; demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- F. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:

Outcomes

- ◆ 200 teachers will attend the Apple Polisher events
- ◆ 16 new professionals will agree to host school district late opening or early closing events
- ◆ 4 new organizations will form partnerships with the program
- ◆ 4 "Call for Adults" events will occur during the course of the year
- ◆ 100 new adults will attend the "Call for Adults"
- ◆ 75 new adults will volunteer for the program
- ◆ 12 professional mentors will be identified for Prospective Gents Club members who are high school seniors

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain
- ◆ Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment N-B"
 - ◆ Performance data related to Section II as well as the following information using the progress portion of the report form attached as "Attachment N-B".
 - ◆ Number of program participants including number of continuing youth and number of youth dropped.
 - ◆ Number of youth expressing interest in the program
 - ◆ Number of participants improving their GPA by .5 points over the course of the year
 - ◆ Number of youth achieving 90% homework completion
 - ◆ Number of new Bridge Builders (Adults who provide core volunteer support to Bridge Builders programs)
 - ◆ Number of professional internships developed for program participants
 - ◆ Participant names and dates of birth using the report form attached as "Attachment N-C" and referenced in Section II.I.

Reports also will include a narrative description of the Bridge Builders' Capacity Building program including:

- nature of new professional commitments that are made to the program
- nature of new organizational commitments and partnerships that are made on behalf of the program,
- status of volunteer effort to create a Rites of Passage component for young women, and
- general program successes, challenges, and recommended changes.

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

- 1st Quarter - October 30, 1998
- 2nd Quarter - January 30, 1999
- 3rd Quarter - April 30, 1999
- 4th Quarter - July 20, 1999

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as "Attachment N-A" will be submitted - using "Attachment N-D" - within 30 days after the end of the quarter according to the above schedule and will include:
 - ❖ Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as "Attachment N-A", for actual expenditures as follows:
 - 1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment N-D". Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as "Attachment N-A".
 - 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWENTY FOUR THOUSAND DOLLARS (\$24,000) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT N-A

Multnomah County
Bridge Builders - Capacity Building

BUDGET
July 1, 1998 - June 30, 1999

<u>Facility Rental/Refreshments</u>		\$10,900
<i>Informational Sessions for Educators</i>	\$3,000 (2 @ \$1,500/event)	
<i>Informational Sessions for parents</i>	\$ 800	
<i>Recruitment meetings for Adult Volunteers</i>	\$4,600 (4 @ \$1,150/event)	
<i>Recognition program for volunteers</i>	\$2,000	
 <u>Professional Services</u>		\$ 3,000
<i>Cultural Team Coaches</i>	\$2,500 (5 @ \$500/coach)	
<i>Brochure Photographer</i>	\$ 500	
 <u>Student Activity Expenses</u>		\$ 3,850
<i>Class events</i>	\$3,600 (@ \$900/class)	
<i>Graduate events</i>	\$ 250	
 <u>Printing</u>		\$ 3,000
<i>Promotional brochures and Information manuals</i>		
 <u>Supplies</u>		<u>\$ 3,250</u>
 TOTAL	\$24,000	

Bridge Builders - Capacity Building

Project Report
Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries <u> X </u>	Household Beneficiaries <u> </u>
(check one)	

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Age 15-16					
17-18					
19-20					
21+					
Age Total*					

(*Totals should equal one another)

Bridge Builders - Capacity Building

Project Report
Section II: Performance Report

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
# of teachers attending Apple Polisher events						200
# of new professionals agreeing to host school district late opening or early closing events						16
# of new organizations forming partnerships with the program						4
# of "Call for Adults" events held during the course of the year						4
# of new adults attending the "Call for Adults"						100
# of new adults volunteering for the program						75
# of professional mentors identified for Prospective Gents Club members who are high school seniors						12
Number of program participants						
Number of youth dropped						
Number of youth expressing interest in the program						
Number of participants improving their GPA by .5 points over the course of the year						
Number of youth achieving 90% homework completion						
Number of new Bridge Builders (Adults who provide core volunteer support to Bridge Builders programs)						
Number of professional internships developed for program participants						

Progress Narrative: Please detail the following:

- Nature of new professional commitments that are made to the program
- Nature of new organizational commitments and partnerships that are made on behalf of the program,
- Status of volunteer effort to create a Rites of Passage component for young women, and
- General program successes, challenges, and recommended changes.

Bridge Builders - Capacity Building**PARTICIPANT LIST**

Participant Name	Participant Birth date	Successful Program Participant (Y or N)
Arch, Adam, M	02/29/80	Y
Bridge, Becky, K	12/21/81	N

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: Bridge Builders - Capacity Building Request For Payment # _____

Project Sponsor: _____

Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
TOTAL				

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

*NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT P
MULTNOMAH COUNTY: HOME FUNDS
RENTAL HOUSING PROGRAM DELIVERY
HOME INVESTMENT PARTNERSHIP PROGRAM

I. AUTHORITY

The Portland HOME Consortium is the recipient of funding under the U.S. Department of Housing and Urban Development HOME Investment Partnership Program (authorized by Public Law 101-625, Title II, November 26, 1990) for the development of affordable housing for low and moderate income households. Multnomah County (Contractor) is a member of the Portland HOME Consortium as a signatory of the Consortium Agreement (Agreement Number 50305), dated June 23, 1994. The City of Portland is the lead agency for the Consortium, and as such is responsible for applying for, and receiving and managing HOME grant funds. Under the terms of the Consortium Agreement, a portion of the HOME grant is attributable to Multnomah County's participation in the Consortium, and Multnomah County is entitled to plan for the expenditure of such funds. Through the Multnomah County budget process they have determined how to allocate funds and assigned implementing agencies.

The Budget (Attachment P-A) provides detail regarding Multnomah County's HOME allocations and commitments from the start-up of the Portland HOME Consortium in federal FY 92 through federal FY 98. There is a total of \$221,704 available for Multnomah County in new FY 98 HOME funds. In FY 1998-99 Multnomah County will implement a portion of the HOME Program in the amount of \$184,705 comprised of \$8,856 in FY 98 administrative funding for program costs associated with program delivery and \$175,849 for funding HOME-eligible projects to be selected by Multnomah County during the fiscal year. The balance of Multnomah County's cumulative HOME allocation has been or will be administered by the City of Portland or contracted to other implementing agencies for rental housing projects, CHDO Operating Support to Human Solutions, Inc., the City's HOME administrative expenses, a Tenant Based Rental Assistance Program administered by the Housing Authority of Portland, and a reserve fund for Urban County projects as detailed in Attachment P-A. The City will provide periodic updates regarding the status of Multnomah County's HOME commitments and expenditures.

II. SCOPE OF SERVICES

The Contractor has committed or will commit its allocation of HOME funds to eligible projects and activities administered by various implementing agencies as identified in Budget Attachment P-A.

Funds provided directly to Multnomah County under this Agreement will support staff and operating costs associated with program delivery and administration of Multnomah County's HOME program activities.

III. REPORTING REQUIREMENTS

The Contractor shall provide such reports and other information as may be required by the City from time to time. These reports shall be in the format and meet the timelines determined by the City. Reports or other information may be required as necessary for the City to track compliance with all federal regulations of the HOME Program, to provide required information to the U.S. Department of Housing and Urban Development, and to make such internal reports as may be required by the City.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The City will pay the Contractor for actual or anticipated expenses in accordance with the Budget (Attachment P-A), upon submission of an itemized statement of expenditures.

- B. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED AND EIGHTY-FOUR THOUSAND, SEVEN HUNDRED AND FIVE DOLLARS (\$184,705) OF HOME FUNDS.

V. CITY PROJECT MANAGER

- A. The City Project Manager shall be Andy Miller or such other person as may be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

VI. HOME INVESTMENT PARTNERSHIP PROGRAM REQUIREMENTS

A. HOME Investment Partnership Regulations

All activities under this Agreement are subject to the regulations governing the HOME Investment Partnership Program contained in 24 CFR 92 and such notices, circulars and other materials as may be issued by the U.S. Department of Housing and Urban Development. These regulations are incorporated by reference in this Agreement. The Contractor is responsible for compliance with all such regulations.

A variety of cross-cutting regulations referred to in the HOME regulations contained at 24 CFR 92 will apply to this Agreement. These include, but are not limited to, Davis-Bacon, Uniform Real Property Acquisition and Relocation Act, Environmental Review, Flood Insurance, Lead-based Paint, Debarment and Suspension, etc. These regulations are incorporated by reference in this Agreement. The Contractor is responsible and shall comply with all such applicable regulations.

All program income generated from HOME funded activities will be returned by the Contractor to the Local HOME Account maintained by the City. Program income will be re-programmed for eligible activities under the HOME Program as determined by the City.

Definitions

Integrated Disbursement and Information System (IDIS): The system for managing disbursement of funds in the HOME Program.

Community Housing Development Organization (CHDO): A community based non-profit housing organization as defined at 24 CFR 92.2.

Period of Affordability: The length of time that HUD tenant guidelines, rent affordability, Housing Quality Standards and other compliance regulations apply to a particular project. The period of affordability will vary based on the HOME activity and the amount of subsidy provided to the project per 24 CFR Part 92.252.

- B. Under the terms of the HOME Consortium Agreement (Agreement # 50305), dated June 23, 1994, the City of Portland retains the authority to amend this Agreement for failure of the Contractor in performing this Agreement to meet any of the obligations imposed on it as a member of the Portland HOME Consortium.
- C. The Contractor will be responsible for performing all actions necessary to comply with the environmental review requirements contained in 24 CFR 92.633. The Contractor may not commit any

HOME funds to projects nor allow any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives until the environmental review requirements contained in 24 CFR 92.633 and 24 CFR Part 58 have been met. The Contractor will be responsible for preparing all review documents and publishing all required public notices on behalf of the City and shall identify the City to receive any public comments. The City is the Certifying Officer for purposes of these requirements. The City will process all necessary Requests for Release of Funds (RROF). When the RROF has been approved by HUD, the City will notify the Contractor that funds may be committed to the project. All review documentation, correspondence, public notices and other documents pertaining to environmental review shall be maintained by the City.

D. Funds under this Agreement must be obligated, committed and expended in the IDIS System according to the timelines described in the HOME regulations.

E. Monitoring for Regulatory Compliance

1. The Contractor will be responsible for assuring that all projects developed under this Agreement are monitored for compliance with HOME regulations contained in 24 CFR 92 including all other applicable federal regulations such as Davis-Bacon, Lead Based Paint, etc.
2. The Contractor shall assure that each HOME funded project is monitored throughout the pre-development, development and rent-up phases to insure that the project initially complies with the HOME and all other applicable federal regulations. No less than 90 percent of rental units developed under this Agreement must be occupied by households whose annual incomes are at or below 60% of the area median income at initial occupancy. The remaining units must be occupied by households at or below 80% of area median income.
3. The Contractor shall also be responsible for assuring ongoing monitoring during the period of affordability for each project. This monitoring shall include required housing quality inspections, compliance with rent guidelines, and income verification of tenants, as well as any other periodic monitoring requirement under the HOME regulations. The Contractor shall allow for inspection or provide copies of reports of monitoring findings to the City as requested by the City.
4. If at any time during the period of affordability a project is found by HUD not to qualify as affordable housing, the Contractor will be responsible for repaying such funds to the City subject to first pursuing corrective and remedial actions and sanctions authorized at 24 CFR 92.551 and 552.

Attachment P-A
MULTNOMAH COUNTY HOME BUDGET

Federal Fiscal Year		FY 92	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98	TOTALS
Consortium Entitlement		4,297,000	2,831,000	3,356,000	3,678,000	3,763,000	3,687,000	3,959,000	17,925,000
Mult Co Allocation Percentage		9.1%	9.1%	8%	6%	6.1%	6.2%	5.6%	
Mult Co Pro-rata Share		391,027	257,621	268,480	220,680	229,543	228,594	221,704	1,595,945
	Implementing								
HOME Commitments	Agency								
Tenant Based Rental Assistance (TBRA) Total	HAP	18,200	23,625	22,132	16,692	16,970	17,375	15,796	114,994
TBRA Program		18,200	18,200	18,000	13,500	13,725	13,950	12,600	95,575
TBRA Administration		0	5,425	4,132	3,192	3,245	3,425	3,196	19,419
BHCD Admin	BHCD	0	0	7,949	7,209	7,643	10,827	10,118	33,628
Multnomah County Admin Cap		39,103	25,762	26,848	22,068	22,954	22,859	22,170	159,594
Less Admin Commitments (BHCD & TBRA)		0	(5,425)	(12,081)	(10,401)	(10,888)	(14,252)	(13,314)	(53,047)
Available for Multnomah County Admin	Multnomah Co.	39,103	20,337	14,767	11,667	12,066	8,607	8,856	106,547
CHDO Operating Support Cap		19,551	12,881	13,424	11,034	11,477	11,430	\$11,085.00	79,797
CHDO Operating Support Commitments								\$11,085.00	
Human Solutions, Inc. (HSI)	BHCD	19,551	12,881	13,424	11,034	11,477	11,430	11,085	79,797
PROJECT COMMITMENTS									
St. Aidens	PDC		189,899						189,899
St. Aidens Cancellation	PDC		(189,899)						(189,899)
Kelly Place - HAP	HAP	341,000	19,889						360,889
92nd and Clinton - Network	PDC			212,057					212,057
Mi Casa - HAP	HAP				39,476				39,476
Project Open Door - HAP	HAP				115,000				115,000
Farmworker Project - HAP	HAP		170,000			106,231			276,231
Ankeny Woods - HSI	PDC					75,000			75,000
Ivon Court - HSI	PDC (anticipated)						70,000		70,000
Sandy Terrace - HSI	PDC (anticipated)						50,000		50,000
Total Project Commitments									1,198,653
Available for Reserve for Urban Co. Projects	TBD							\$175,849	
\$1,971 prior years carryover + \$60,355 FY 97							62,326		

MEETING DATE: OCT 22 1998
AGENDA NO: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: 1998 - 2001 Agreement Between Multnomah County, Oregon and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (Juvenile Custody Services Specialist Unit)

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

REGULAR MEETING: DATE REQUESTED: 10/22/98
AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Ken Upton TELEPHONE #: x85053
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Ken Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of the 1998 - 2001 Agreement Between Multnomah County, Oregon and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (Juvenile Custody Services Specialist Unit)

SIGNATURES REQUIRED:

ELECTED OFFICIAL
(OR)
DEPARTMENT
MANAGER: Wichie L. Gates

MULTNOMAH COUNTY
OREGON
98 OCT - 9 AM 9:09
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: DSS

DATE: October 8, 1998

RE: Approval of the 1998 – 2001 Agreement Between Multnomah County, Oregon and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (Juvenile Custody Services Specialist Unit)

1. Recommendation/Action Requested:
Approval.

2. Background/Analysis:

The terms of this settlement have been the subject of prior memoranda to the Board. This contract is very similar in content to the General Unit Agreement with some differences in financial parameters. Differences include:

- A. The addition of a step at the top of the range available to senior employees July 1, 1998.**
- B. No change to double time language.**
- C. No market set aside funds for July 1, 1999 or July 1, 2000.**
- D. Bus pass implemented for November 1998, but participation rate for this unit will be minimal due to location and shift work.**
- E. The exclusion from the bargaining unit effective November 1, 1998 of supervisors now included in that unit.**

F. A yearly sign up process for openings which should be less disruptive than the current continuous process.

3. Financial Impact:

This contract is within the same basic fiscal parameters for the three years as provided for the General Employees Unit already approved by the Board.

4. Legal Issues:

Entered into pursuant to the requirements of the PECBA (Public Employees Collective Bargaining Act).

5. Controversial Issues:

None.

6. Link to Current County Policies:

Several elements of the proposal are linked to broader initiatives involving several bargaining units, e.g. the Health and Welfare program changes.

7. Citizen Participation:

None.

8. Other Government Participation:

None.

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A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
and
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88, AFSCME, AFL-CIO
(JUVENILE CUSTODY SERVICES SPECIALIST UNIT)

ARTICLE 1
PREAMBLE

 This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

 The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public of Multnomah County.

 Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

ARTICLE 2

DEFINITIONS

I. Department:

A "Department" is any organization so deemed by the Board of County Commissioners. The Office of the Sheriff and the Office of the District Attorney shall also be deemed Departments for purposes of this Agreement.

The County shall notify the Union no later than thirty (30) days prior to the effective date of creation of a new Department of the title of the new Department and, if available, the name of the new Department Director or Acting Director.

II. Full-time employee:

An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

III. FTE, or full time equivalency:

The number of hours an employee is normally scheduled to work per week divided by 40. For example, the FTE for a forty (40) hour employee is 1.0; for a twenty (20) hour employee, .5.

IV. Part-time employee:

An employee regularly scheduled to work forty (40) hours or more during two (2) work weeks, but less than full time.

V. Permanent employee:

An employee who following an examination process is appointed from certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

VI. Probationary employee:

A permanent employee serving a one year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the

1 period of probation, the employee may be dismissed without recourse to the grievance
2 procedure if in the opinion of the employee's supervisor his or her continued service
3 would not be in the best interest of the County. The length of an employee's
4 probationary period may not be extended by a Memorandum of Agreement under the
5 terms of Article 26, Entire Agreement, unless the employee was absent from work for a
6 period of six (6) months or more previous to the extension. The length of probationary
7 periods for employees hired prior to the execution date of this Agreement shall not be
8 affected by the terms of this definition.

9 **VII. Promotional Probationary Employee:**

10 A regular employee serving a six (6) month period of trial service upon
11 promotion to determine his or her suitability for continued employment in the
12 classification to which he or she was promoted, such period to begin on the date of his
13 or her appointment to a higher classification from a certified list of eligibles. During the
14 period of promotional probation, the employee shall be returned to the classification
15 and department from which he or she was promoted without recourse to the grievance
16 procedure if in the opinion of the employee's supervisor his or her continued service in
17 the classification to which he or she was promoted would not be in the best interest of
18 the County. The length of the promotional probationary period for employees
19 promoted prior to the effective date of this Agreement shall not be affected by the
20 terms of this definition.

21 **VIII. Regular employee:**

22 A permanent employee who has passed the initial probationary period in effect
23 at the time of his or her appointment, and has been employed by the County
24 continuously since passing the probationary period. In addition, the following are
25 deemed to be regular employees:

26 A. A permanent employee who passed the initial one-year probationary
27 period, terminated employment, and has been reinstated.

28 B. A non-probationary employee who has been transferred to the County by
29 intergovernmental agreement under ORS 236.610 through 236.650.

30 **IX. Temporary employee:**

31 Any non-permanent employee.
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ARTICLE 3

RECOGNITION

I. Definition of Unit.

The County recognizes Local 88, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for Juvenile Custody Specialists as designated by the Employment Relations Board in UC-4-92-92, as modified in this agreement by the exclusion, effective the first of the month following the execution date of this agreement, of Juvenile Custody Specialist Supervisors, whose duties have been modified and who have been allocated to an exempt classification. Disputes concerning additions or deletions from this unit shall be handled in accordance with the requirements of the Oregon Public Employees Collective Bargaining Act.

II. Temporary Employees and Temporary List

The parties recognize that temporary employees may be hired to fill, on a temporary basis, budgeted bargaining unit positions. The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

III. Certification of Union Officers

The President of Local 88, or his or her constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

IV. Certification of County Designee

The County Chair will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.

ARTICLE 4**MANAGEMENT RIGHTS**

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5
UNION SECURITY, REPRESENTATION
AND BUSINESS

I. Rights of Bargaining Unit Employees

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:

a. Union dues

One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

b. Fair share service fee

One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial permanent appointment to a bargaining unit position.

2. Administration and use of Fair Share Service Fees

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.

1 **3. Authorization and certification of dues and Fair Share**

2 **Service Fees**

3 Deduction of membership dues must be authorized in writing on
4 the form provided by the Union. The amount to be deducted for dues and Fair Share
5 Service Fees shall be certified in writing to the County by the Union President. The
6 aggregate of all deductions shall be remitted, together with an itemized statement, to
7 the Treasurer of the Union at an address certified to the County in writing by the Union
8 President, within five (5) working days after it is withheld or by such time as the parties
9 mutually agree in writing.

10 **4. Religious objections to payment of dues and Fair Share**

11 **Service Fees**

12 The Union expressly agrees that it will safeguard the rights of
13 non-association of employees, based upon bona fide religious tenets or teachings of a
14 church or religious body of which such employee is a member. Any such employee
15 shall pay an amount equal to regular union dues through the Union to a non-religious
16 charity mutually agreed upon by the employee making such payment and the Union.
17 The employee will make payment through the Union on a monthly basis. The Union will
18 forward the payment to the agreed upon charity, and provide the employee with a copy
19 of the forwarding letter.

20 **5. Appointment to excluded positions**

21 Deductions for Fair Share Service Fees and Union dues shall
22 cease the pay period following an employee's permanent appointment to a position
23 which is excluded from the bargaining unit.

24 **6. Monthly listing of new and terminated employees**

25 The County agrees to furnish the Union by the 10th of each
26 month a listing of all new bargaining unit employees hired during the previous month
27 and of all employees who terminated during the previous month. Such listing shall
28 contain the names of the employees, along with their job classification, work location,
29 and home address.

30 **B. People Committee Deductions**

31 To the extent allowable by law, employees may authorize payroll
32 deductions for the People Committee by submitting the form provided by the Union to
33 Central Payroll.

1 **C. Defense and Indemnification of the County**

2 The Union agrees that it will indemnify, defend and hold the County
3 harmless from all suits, actions, proceedings or claims against the County or persons
4 acting on behalf of the County, whether for damages, compensation, reinstatement, or
5 any combination thereof, arising out of application of "Section II" of this Article. In the
6 event any decision is rendered by the highest court having jurisdiction that any portion
7 of "Section II" is invalid and/or that reimbursements must be made to any employees
8 affected, the Union shall be solely responsible for such reimbursements.

9 **III. Union Representation**

10 **A. Contract Negotiations**

11 1. The Union's Negotiating Team shall consist of not more than four
12 (4) members, three (3) of whom may be employees. County employees participating in
13 such negotiations will be allowed to do so without loss of pay.

14 2. Observers and/or working staff sponsored by the Union or
15 County may be in attendance with the negotiating teams. Such attendance for the
16 Union by a bargaining unit employee shall be on the employee's own time, unless
17 otherwise mutually agreed.

18 3. Resource people may be called upon to make statements and
19 answer questions at the negotiating meetings, but will not be permitted to be present
20 after their statement and any questions are concluded. Such attendance for the Union
21 by a bargaining unit employee shall be on the employee's own time unless otherwise
22 mutually agreed.

23 4. Prior to negotiations, representatives of the County's and the
24 Union's Negotiating Teams will jointly establish any other necessary general
25 negotiating ground rules.

26 **B. Employee Relations Committee Meetings**

27 To promote harmonious relations and to provide internal
28 communications, the Union and the County will maintain an Employee Relations
29 Committee consisting of no more than four (4) representatives of each party. Three (3)
30 of the Union's representatives will be employees. The Committee will establish regular
31 quarterly meetings during normal working hours and will so schedule such meetings as
32 far as practical to avoid disruptions and interruptions of work. Employees attending
33 such meetings shall do so without loss of pay. The Committee shall discuss any
34 matters pertinent to maintaining good employer-employee relationships.

1 **C. Grievances and Contract Administration**

2 The Union is the exclusive representative of bargaining unit employees
3 with respect to conditions of employment governed by this Agreement under the State
4 of Oregon Public Employees Collective Bargaining Act. (*See Article 18, "Section IV.A"*
5 *on attorneys and on the role of stewards in processing grievances.*)

6 **D. Communication with Bargaining Unit Members**

7 **1. Bulletin boards**

8 The County agrees to furnish and maintain suitable bulletin
9 boards in convenient places in each work area to be used by the Union. The Union
10 shall limit its postings of notices and bulletins to such bulletin boards. All postings of
11 notices and bulletins by the Union shall be factual in nature and shall be signed and
12 dated by the individual doing the posting.

13 **2. Use of County computers for E-Mail and internet**
14 **connections related to Union business**

15 a. County computers may be used for Union business
16 involving E-Mail or Internet connections in the following circumstances, but only when
17 such use is also in conformance with the other requirements of this Agreement,
18 specifically to include the provisions of Article 18, "Section IV.B.2.a," which require that
19 stewards make every effort to avoid disruptions and interruptions of work.

20 i. When such use is de minimis and incidental, such
21 as arranging a meeting with a fellow shop steward or the Council Representative.

22 ii. For the purpose of conducting an investigation of
23 a grievance, such as individual inquiries to co-workers which would otherwise be
24 conducted over the telephone.

25 iii. For the purpose of interacting with the County's
26 representatives concerning Union-County business, such as setting dates for a
27 County-Union meeting, making inquiries regarding a grievance, etc.

28 iv. On the employee's own time, for the purposes of
29 utilizing a link on the MINT, or its successor, to reach a Union internet bulletin board
30 site. Any such site shall be non-interactive and subject to the same rules of content as
31 a conventional union bulletin board.

1 v. For authorized Union officials only, and on such
2 employee's own time, for the purpose of posting messages on the Bulletin Board site
3 provided for in (4) above.

4 b. The uses cited in "Subsection a" above may continue
5 only to the extent that they are at no additional cost to the County, and are contingent
6 on the continued use of the cited computers, internet connection, intranet connection,
7 etc. for other County purposes. The content of any and all communications using the
8 County computer system is not privileged and may be subject to County review.

9 c. Access to the MINT by any individual outside the County
10 raises major issues of policy related to privacy, security and cost. Therefore, the
11 Union business agent may have such access only if:

12 i. Access is approved by the County's Chief
13 Information Officer, and subject to restrictions imposed by him or her; and

14 ii. All costs associated with making access available
15 and with maintaining it are borne by the Union.

16 **E. Union Business**

17 **1. Union Business Leave**

18 a. Employees elected to any Union office or selected by the
19 Union to do work which takes them from their employment with the County shall, at the
20 written request of the Union, be recommended in accordance with the leave provisions
21 set forth in Multnomah County Personnel Rule 17.01 for a leave of absence exceeding
22 thirty (30) days or more. Any elected official selected by the Union to participate in any
23 other Union activity shall be granted an unpaid leave of absence at the request of the
24 Union not to exceed twenty (20) working days per fiscal year, per official, and provided
25 the County's labor relations office is notified not less than five (5) working days in
26 advance of such leave. An additional sixteen (16) working days of unpaid leave shall
27 be granted upon request to any duly elected Union delegate selected to attend official
28 AFL-CIO or other certified AFSCME activities.

29 b. Employees on Union Business Leave shall not be
30 considered to be in employment status for any purpose, including but not limited to
31 matters of liability or agency. Solely for reasons of administrative ease and
32 accountancy purposes, however, if an employee is on a Union leave and is in pay
33 status for a portion of the pay period, he or she shall accrue vacation and sick leave for
34 hours on Union leave.

ARTICLE 5. UNION SECURITY, REPRESENTATION AND BUSINESS

1 **2. Visits by Union representatives**

2 The County agrees that accredited representatives of the
3 American Federation of State, County and Municipal Employees, AFL-CIO, whether
4 local Union representatives, District Council representatives, or International
5 representatives, upon reasonable and proper introduction, shall have reasonable
6 access to the premises of the County at any time during working hours to conduct
7 Union business. The Union agrees that such visits will cause no disruptions or
8 interruptions of work.

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

A. When directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

B. When the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line and such assistance was not provided.

III. Employee Disciplinary Action

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II.A." or "Section II.B." above is applicable.

1 **IV. No Lockout**

2 There will be no lockout of employees in the unit by the County as a
3 consequence of any dispute arising during the life and duration of this Agreement.

4 **V. Informational Picketing**

5 Nothing in this Article shall be construed to prohibit informational picketing.
6 Such informational picketing shall not stop and/or disrupt work of County employees
7 and officials at any time, and picketing shall be prohibited in all County owned, rented
8 or leased facilities and County meetings, including but not limited to Multnomah County
9 Board Rooms/Meetings and County offices.

10 Employees engaged in informational picketing shall be subject to the work rules
11 of the County organization to which they are assigned.

ARTICLE 7

HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

The following days shall be recognized and observed as paid holidays (subject to "Section B" below):

1. Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

2. New Year's Day (January 1st).

3. Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January).

4. Presidents' Day (3rd Monday in February).

5. Memorial Day (last Monday in May).

6. Independence Day (July 4th).

7. Labor Day (1st Monday in September).

8. Veterans' Day (November 11th).

9. Thanksgiving Day (4th Thursday in November).

10. Christmas Day (December 25th).

11. Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Saved Holiday Time. The four (4) hour "Eve" leave shall be prorated for part-time employees based on their normal FTE.

12. Personal Holidays:

a. FY 1998-99. Two (2) Personal Holidays. Personal Holidays may be used at the discretion of the employee with the consent of his or her supervisor; provided, however, an employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of

Article 13. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

b. FY 1999-2001. Two (2) Personal Holidays, which in FY 98-99 were available for use, are in FY 1999-2000 and thereafter incorporated in the vacation accrual rates provided for in Article 8, Vacation Leave. The elimination of Personal Holiday under the terms of this Agreement has caused a loss of time off for employees on a four (4) day a week, ten (10) hours a day schedule. Therefore, any employee on such a schedule on a permanent, year round basis will be credited with eight (8) hours of Saved Holiday Time effective July 1, 1999.

For a holiday to be deemed a recognized and observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

B. Hours of Paid Leave on Observed Holidays

The provisions of this subsection do not apply to "Eve" Leave.

1. Full-time employees on a regular work schedule

Employees working five (5) eight (8) hour shifts per week shall be entitled to eight (8) hours of leave; employees working four ten (10) hour shifts per week shall be entitled to ten (10) hours of leave.

2. Part-time employees

Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours. (For example, a half-time employee shall have no more than four (4) hours of holiday leave.) If the length of the employee's shift on the observed holiday would exceed the amount of holiday leave to which the employee is entitled, and his or her work place is closed on that date, the difference shall be charged against accrued and available vacation leave, Saved Holiday Time, or leave without pay at the employee's option. If the length of the employee's shift on the observed holiday would be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved Holiday Time for the difference.

3. Full-time employees on an irregular work schedule

Full-time employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length, shall be treated as permanent part-time employees for purposes of this subsection.

ARTICLE 7. HOLIDAYS

1 **C. Saved Holidays**

2 Saved Holidays may be accrued in lieu of observed holidays per the
3 specific provisions of this Article.

4 1. Any Saved Holiday Time, which is not used by the end of the
5 fiscal year in which it was accrued, will be forfeited.

6 2. Saved Holiday Time may be used at the discretion of the
7 employee with the consent of his or her supervisor. Saved Holiday Time will be
8 charged in accordance with the uniform time charging provisions of Article 13.

9 3. Upon separation from service employees will be paid for unused
10 Saved Holiday Time at their regular rate of pay.

11 4. In the event of an employee's death, his or her heirs will receive
12 payment for unused Saved Holiday Time at the employee's regular rate of pay.

13 **II. Holiday Observance**

14 **A. Full-time Employees Working Five Consecutive Work Days per**
15 **Week:**

16 1. If the holiday falls on an employee's first scheduled day off, the
17 preceding work day will be observed as that employee's holiday.

18 2. If the holiday falls on an employee's second scheduled day off,
19 the following day will be observed as that employee's holiday.

20 **B. Full-time Employees Working Four Consecutive Work Days per**
21 **Week:**

22 1. If a holiday falls on an employee's first or second scheduled day
23 off, the preceding work day will be observed as that employee's holiday.

24 2. If a holiday falls on an employee's third scheduled day off, the
25 following work day will be observed as that employee's holiday.

26 **C. Part-time Employees, and Full-time Employees Not on a Four**
27 **Consecutive Day or Five Consecutive Day Work Week:**

28 The dates designated in Section I.A above shall be deemed the
29 observed holiday if the date falls on an employee's regular day of work. Otherwise, the
30 employee shall be credited with Saved Holiday Time for the holiday leave to which he
31 or she would have been entitled.

32 **D. Christmas Eve or New Year's Eve:**

33 If the employee works other than day shift, "Eve leave" holiday time
34 shall be taken preceding or following the scheduled time off for the Christmas or New

1 Year's holiday at employee's discretion with supervisor's consent; provided that if the
2 supervisor determines that holiday usage on either date is impracticable, the employee
3 shall be credited with the entitled number of hours of Saved Holiday Time.

4 **III. Holiday Pay**

5 A. An employee required to work on an observed holiday will be
6 compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the
7 hours worked during the observed holiday for which the employee was eligible for
8 holiday leave. Any additional hours will be paid at the regular rate of pay. The
9 employee will also be granted the number of hours of leave to which he/she was
10 eligible. The employee may elect to accumulate such leave as Saved Holiday Time
11 subject to the provisions of "Section I" above, or be paid at the employee's regular rate
12 of pay. The election must be submitted by the employee in writing to his or her
13 immediate supervisor on the forms so provided.

14 B. To be eligible for holiday pay as provided in "Section III.A" above,
15 permanent employees must be in pay status both on the employee's scheduled work
16 day before and on the employee's scheduled work day after the observed holiday
17 worked.

18 **IV. Holiday During Leave**

19 If an employee is on an authorized leave with pay when an observed holiday
20 occurs, such holiday shall not be charged against such leave.

ARTICLE 8 VACATION LEAVE

I. Accrual

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual provisions of the prior agreement between the parties. Effective July 1, 1999, the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below shall apply. Accrual balances shall be shown on the employee's check stub.

II. Table of Vacation Accrual Rates (Effective July 1, 1999)

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Straight Time Hour Worked or on Paid Leave</u>	3. <u>Hours Accrued Per Week by Forty Hour Employees</u>	4. <u>Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	5. <u>Maximum Hours Accruable</u>
Less than 5	.0462	1.848	96 (2.4 wks.)	200
5 to 10	.0654	2.616	136 (3.4 wks.)	240
10 to 15	.0846	3.384	176 (4.4 wks.)	320
15 or more	.1038	4.152	216 (5.4 wks.)	400

A. Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave.

B. Years of service indicated in Column 1 are continuous County seniority years as defined in Article 21, "Section II."

C. The figures in Columns 3 and 4 are approximations based on the accrual rates shown in Column 2.

D. Accrual rates shown in Column 2 incorporate two days (sixteen) hours of leave which in previous contracts were allotted to employees as personal holidays.

1 **III. Charging**

2 Vacation leave shall be charged in increments in accordance with the uniform
3 time charging provisions of Article 13.

4 **IV. Payoff Upon Termination or Death**

5 Unused vacation leave shall be paid to the employee at his or her regular rate
6 of pay at the time of separation from service. In the event of an employee's death,
7 unused vacation leave shall be paid to the employee's heirs at his or her regular rate of
8 pay.

9 **V. Use and Scheduling of Accrued Vacation**

10 Employees of Juvenile Community Justice Custody Services shall submit their
11 request for vacation to their immediate supervisor or on-duty supervisor for approval.
12 Wherever possible, consistent with the needs of the Department and requirement for
13 vacation coverage, employees shall have the right to determine vacation times. If
14 there is coverage conflict, the vacation leave request will be granted based on the date
15 and time of the request. If there are two requests by the same date and time, the
16 employee's request with the most seniority will be granted. Additionally, each
17 employee will be allowed to exercise the right of seniority only once for no more than
18 two periods of consecutive days in each calendar year.

19 **VI. Use of Accrued Vacation for Sick Leave and Other Purposes**

20 The requirements for using accrued vacation for sick leave and other purposes
21 and the sequencing of such leave use, is specified in Article 9, "Section II.C."

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ARTICLE 9
SICK LEAVE, FITNESS FOR DUTY,
AND DISABILITY INSURANCE

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. Specified others

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

2. Covered health conditions

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments.

3. Parental leave

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

1 **4. Occupationally related conditions**

2 Use of sick leave for occupationally related conditions is limited
3 to the provisions of Article 12, Workers Compensation.

4 **B. Accrual**

5 Employees shall accrue sick leave at the rate of .0461 hours for each
6 straight time hour worked. Sick leave may be accrued on an unlimited basis.

7 **C. Reporting of Sick Leave**

8 An employee who has a position which requires a replacement during
9 illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before
10 the beginning of his or her shift so that a replacement may be obtained. Other
11 employees must notify their immediate supervisor, if available, or work site no later
12 than fifteen (15) minutes after their scheduled starting time. Failure to so report may
13 result in loss of pay for the day involved.

14 **D. Use of Sick Leave During Leave**

15 Sick leave may not be used during the term of any unpaid leave of
16 absence. Sick leave may not be used during vacation except when the employee
17 notifies the supervisor of the interruption of his or her scheduled vacation and presents
18 reasonable evidence of a bona fide illness or injury upon returning to work.

19 **E. Time Charging for Sick Leave**

20 Sick leave shall be charged in accordance with the uniform time
21 charging provisions of Article 13.

22 **F. Saved Holiday Bonus for Limited Use of Sick Leave**

23 Effective July 1, 1998, employees who have worked full time for the
24 entire preceding fiscal year are eligible to receive Saved Holiday Time as a bonus
25 incentive for low sick leave usage, as specified below:

26 1. Eligible employees who use no more than eight (8) hours of sick
27 leave in a fiscal year will receive sixteen (16) hours of Saved Holiday Time for use after
28 July 15 of the following fiscal year; those who use more than eight (8) hours, but no
29 more than sixteen (16) hours of sick leave will receive eight (8) hours of Saved Holiday
30 Time. For example, an eligible employee who used ten (10) hours of sick leave in the
31 1997-98 fiscal year will receive eight (8) hours of Saved Holiday Time for use after July
32 15 of the 1998-99 fiscal year.

2. Use of Saved Holiday Bonus Time will be governed by the provisions of Article 7, "Section I.C," specifically to include the provision requiring use in the same fiscal year in which it was accrued.

II. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

Sick leave and any other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers Compensation claim based on such conditions, will be counted against an employee's annual FMLA and/or OFLA leave entitlements.

B. Legitimate Use

1. Verification of use

a. Management may require the completion of a certification form by the employee's health care provider and any other verifications provided for under the provisions of the FMLA, OFLA, or their successors.

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

i. The employee has been absent for more than three (3) days; or

ii. The employee has exhausted all sick leave; or

iii. The employee has had five (5) or more events with less than 24 hours notice in a six (6) month period; or

iv. Management reasonably believes that the absence may not be bona fide.

2. Discipline

Subject to the limitations of law, including but not limited to those of the FMLA, discipline may be imposed under the following conditions:

a. Abuse of sick leave

Misuse of leave, violation of orders, directives, or contractual requirements concerning the use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.

b. Use of accrued sick leave

i. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.

ii. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA):

(1) Require the employee to take continuous leave; or

(2) Change the employee's work assignment for six months or until use of intermittent leave ends, whichever comes first; in such cases the provisions of Article 22 will not apply.

c. Excessive absenteeism

The parties recognize that every employee has a duty to be reliably present at work, and that failure to confine sick leave usage to accrued and available sick leave raises the possibility of discipline for excessive absenteeism. Such cases, however, are subject to just cause review and require systematic examination of relevant factors, including but not limited to:

i. Any legal requirements, including, but not limited to those of the FMLA or the ADA.

ii. The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism.

iii. Whether there is a likelihood of improvement within a reasonable period of time based on credible medical evidence.

iv. The particular attendance requirements of the employee's job.

v. The pattern of use, and whether the absences are clearly for bona fide sick leave purposes.

C. Sequencing of Leaves

The use of vacation leave, Saved Holiday Time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 8, 7, 14, and 10, respectively. However, unless otherwise

1 required by law, forms of leave shall be used and exhausted in the following
2 sequences:

3 1. **Leave for illness or injury, or for FMLA covered parental**
4 **leave will be taken in the following order:**

- 5 a. Sick leave until it is exhausted;
6 b. Vacation leave, Saved Holiday Time, or compensatory
7 time, sequenced at the employee's option, until they are exhausted;
8 c. Leave without pay.

9 2. **Leave for other purposes will be taken in the following**
10 **order:**

- 11 a. Vacation leave, Saved Holiday Time, or compensatory
12 time, sequenced at the employee's option (to the extent allowed by vacation
13 sign-up provisions) until they are exhausted;
14 b. Leave without pay.

15 **D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave**

16 Use of leave without pay in lieu of sick leave for non-FMLA and non-
17 OFLA qualifying conditions is subject to the approval of management and further
18 subject to the following provisions:

19 1. **Continuous leave**

20 In the event of a continuous leave of absence without pay in
21 excess of any legal requirement of the FMLA or OFLA, the County may require from
22 the employee's physician, and/or arrange for the employee to see a physician selected
23 by the County to examine the employee and provide a statement of the disability,
24 current condition, and the anticipated length of current absence. If the County requires
25 the employee to see a physician it has selected, it will pay the costs. If deemed
26 necessary by the County, such an examination shall be repeated every thirty (30) days.
27 If management determines that continued leave would not be in the best interest of the
28 County, then any resulting termination would be subject to review under the just cause
29 standard as to the reasonableness of this determination. Following six (6) months of
30 leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any
31 extension of the leave shall be deemed permissive on the part of the County, and if the
32 employee's leave is not extended, and the employee does not return to work, the
33 employee will be deemed to have resigned.

1 **2. Intermittent leave**

2 Intermittent leave without pay used in lieu of sick leave is not
3 subject to the six (6) month entitlement provided for above. When such leave
4 significantly affects an employee's job performance and is not subject to the
5 requirements of law (including but not limited to the FMLA), management may evaluate
6 the employee's use of leave according to the criteria of "Section B.2.c" above. Medical
7 information as provided for in "Section D.1" above may be required for the evaluation.
8 After completing the evaluation, management may do one of the following:

- 9 a. Approve a similar pattern of intermittent use of unpaid
10 leave for a specified period followed by another evaluation; or
11 b. Put the employee on a work plan to manage the use of
12 leave without pay, followed by disciplinary action if the plan is not successfully
13 completed; or
14 c. Proceed with the disciplinary process.

15 **III. Fitness for Duty**

16 The parties recognize that employees have the responsibility to report to work
17 fit for duty. To ensure such fitness, management may send employees for medical or
18 psychological examination when the supervisor reasonably believes that the employee
19 is not fit for duty or may be a danger to themselves or others. Any such examinations
20 will be at County expense.

21 **IV. Disability Insurance and Catastrophic Leave**

22 **A. Disability Insurance**

23 **1. Short term disability**

24 Any full-time employee covered by this Agreement may
25 participate in the short-term disability insurance program developed by the Union and
26 the County (consistent with carrier contract(s)), the monthly premium to be paid
27 individually through payroll deduction.

28 **2. Long term disability**

- 29 a. All bargaining unit employees will be covered by a
30 County-paid group long term disability insurance policy, the provisions of which will be
31 the same as those in UNUM group policy #387790.

1 b. The County will pay for COBRA medical and dental
2 insurance coverage for a period of up to six (6) months beyond the month in which
3 benefits would normally terminate for an employee with an approved long term
4 disability claim. However, employees who "opt out" of benefits coverage under the
5 provisions of Article 11, "Section I.B" of this Agreement will not be eligible for continued
6 County-paid coverage under this subsection.

7 c. If proposed by management and approved by the Union,
8 changes in short term and long term disability insurance coverage will be put into
9 effect.

10 **B. Catastrophic Leave Program**

11 The Parties recognize that a Catastrophic Leave Program has been
12 implemented which allows the donation of vacation leave or compensatory time to ill or
13 injured employees who have exhausted all paid leave. This program may be
14 terminated only subject to the terms and conditions of the implementing Ordinance.

ARTICLE 10

OTHER LEAVES

I. Unpaid Leaves of Absence

A. Use of Leave

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's exempt supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C." A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D." Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the exempt supervisor.

B. Failure to Return from Leave

Except where otherwise provided by law, any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. However, if an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17, Disciplinary Action, in cases of absence without leave of less than five (5) days.

II. Judicial Leave

A. Jury Duty

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight (8) hours per day, on day shift, for the duration of jury duty with less than ten (10) days' notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten (10) days' notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

B. Subpoenas

1. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

- a. The time served occurs during regularly scheduled working hours; and
- b. The employee is subpoenaed to testify; and
- c. The employee submits witness fees to Payroll upon receipt.

2. Under no circumstances will employees be paid for time spent in a judicial proceeding or hearing in which they or their Union is the plaintiff or the defendant, unless they are being defended and indemnified by the County for conduct occurring during the course of employment.

C. Merit System Council Hearings

Time spent as a plaintiff or witness at a Merit System Council hearing will be treated as time worked to the extent that it occurs during regularly scheduled working hours.

III. Military Leave

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the Employee Services Division.

1 **IV. Bereavement Leave**

2 An employee shall be granted not more than three (3) days' leave of absence
 3 with full pay in event of death in the immediate family or immediate household of the
 4 employee to make household adjustments or to attend funeral services. If such funeral
 5 is beyond 350 miles, the employee may be granted up to three (3) additional days with
 6 pay at the discretion of his or her supervisor for travel and personal considerations.
 7 For purposes of Bereavement Leave, an employee's immediate family shall be defined
 8 as his or her spouse or domestic partner, parents, step-parents, children, step-children,
 9 siblings, step-siblings, grandchildren, grandparents, and the parents, step-parents,
 10 siblings and step-siblings of his or her spouse or domestic partner. Immediate
 11 household shall be defined as any person residing at the employee's residence on a
 12 regular basis. In relationships other than those set forth above, under exceptional
 13 circumstances, such leave of absence may be granted by the Department Director,
 14 Sheriff, or District Attorney, or their designee(s), upon request. Employees may
 15 request additional bereavement leave in accordance with "Section I" of this article.

16 **V. Personnel Examinations/Interviews**

17 Employees shall be given paid time off for participating in County examinations
 18 and interviews for promotion, demotion, or transfer which occur during their regularly
 19 scheduled shift. However, paid time off will be restricted to examinations and
 20 interviews for five positions per fiscal year.

21 **VI. Inclement Weather and Natural Disasters Policy**

22 The County reserves the right to establish policy with respect to attendance at
 23 work during inclement weather or a natural disaster, and further reserves the right to
 24 determine whether or not an event qualifies as such an event under the terms of any
 25 such policy. Any time an employee is unable to be at work as scheduled due to such
 26 an event, may, at the employee's discretion, be charged to:

- 27 A. Vacation leave,
- 28 B. Saved Holiday Time,
- 29 C. Compensatory time, or
- 30 D. Leave without pay.

31 Provided, further, however, that an employee who attempts to get to work in
 32 such a County declared event, but is unavoidably delayed, shall not have time charged
 33 to one of the above categories unless he or she is two (2) or more hours late, in which
 34 event all time late will be charged. The provisions of Article 13, "Section II," Right to

1 Compensation for Regularly Scheduled Hours, will apply to instances in which
2 employees report to work at a closed facility, or are otherwise specifically notified by
3 the County that their facility is closed, and the employee is not reassigned.

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ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. County Contribution Toward Insurance Premiums

1. Full-time employees

a. Medical/vision insurance

The County agrees to pay the monthly premium for the purchase of medical/vision benefits on behalf of each eligible full-time employee and his or her dependents under one of the following plans:

- i. Kaiser HMO plan (array number 1A5FAEP); or
- ii. The County's self-insured indemnity plan, which is administered by ODS Health Plan at the signing of this Agreement (Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan, dated January 1, 1992); or
- iii. Any other medical/vision benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board (MCEBB) under the provisions of "Section III" below; or
- iv. Any successor medical/vision benefits plan implemented under the terms of "Section IV" below.

b. Dental insurance

The County agrees to pay the monthly premium for the purchase of dental benefits on behalf of each eligible full-time employee and his or her dependents under one of the following plans:

- i. Kaiser HMO plan (array number 2CA); or
- ii. The County's self-insured indemnity plan administered by ODS Health Plan at the signing of this Agreement (Amendment No. 3 to Contract No. 3600); or
- iii. Any other dental benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board (MCEBB) under the provisions of "Section III" below; or
- iv. Any successor dental benefits plan implemented

under the terms of "Section IV" below.

2. Part-time employees

a. Part-time premium payments

Part-time employees shall receive full medical/vision and dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Such payments will be made through payroll deductions on a pre-tax basis, unless the employee requests post-tax deductions. Participation in a medical/vision plan and payment of premiums is mandatory for employees who do not "opt out" under the provisions of Section B below. Participation in the dental plan is optional.

b. Premium reimbursements for full-time work

Part-time employees who work full time (at least .8 FTE) for six (6) consecutive pay periods will be reimbursed for premium payments made to the County for those payroll periods, adjusted for taxes. However, such payment will be made only upon written request within 90 days of the last payroll period of full-time work.

3. Retirees

Provisions governing retiree participation in County medical and dental plans are in Article 16, "Section V."

B. "Opt-out": Cash in Lieu of Medical/Vision Benefits

1. "Opt-out" payment amounts

a. Full-time employees

Full-time employees who certify themselves as covered under another medical/vision plan may elect to "opt out" of County medical/vision benefits coverage, and receive an amount equivalent to 33% of the highest two-party medical/vision premium instead. Full-time employees who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental benefits "opt-out" payment is not available.

b. Part-time employees

Part-time employees who certify themselves as covered under another medical/vision plan may elect to "opt out" of County medical/vision benefits coverage, and receive one-half of 33% of the highest two-party medical/vision premium. Part-time employees may opt out of medical/vision coverage and still elect County dental coverage by paying for one half of the premium for such coverage as

required under "Section A.2.a" above.

2. Loss of non-County coverage

If an employee who has "opted out" of County coverage loses his or her non-County coverage, he or she may enroll in the County plan within ninety (90) days of losing the non-County coverage without waiting for the annual Open Enrollment period. County coverage will be effective the first day of the month following receipt of the enrollment form by Employee Benefits.

C. Default Enrollment

Employees who fail to submit an enrollment form for "Opt-out" or for the medical/vision and dental benefits plans described in "Section I.A" above within 31 days of hire will be enrolled in the County's self-insured medical and dental plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment. Part-time employees who are enrolled by default must pay for medical/vision and dental benefits coverage as provided in "Section A.2.a" above.

D. Eligible Dependents

1. Spouses and domestic partners

a. Enrollment

Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law.

b. Definitions

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

(1) Jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely; and

(2) Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- (1) Are not legally married to anyone;
- (2) Are each eighteen (18) years of age or older;
- (3) Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- (4) Were mentally competent to contract when the domestic partnership began;
- (5) Are each other's sole domestic partner;
- (6) Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

c. Termination of coverage

Employees must remove a spouse or domestic partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic partnership. Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to reimburse the County for premiums paid after the 90 day window, or be taxed on the benefit, or both.

2. Children

a. Enrollment

Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in "Section I."

b. Definition

"Eligible children" includes any unmarried biological or adoptive child under the age of 23 who is a dependent under the federal tax code; or a court appointed ward; or anyone under the age of 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over the age of 23 who became permanently disabled prior to the age of 23, and the children of children who are currently enrolled.

c. Termination of coverage

Employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within 90

1 days of disqualification. Employees who fail to remove an ineligible child within 90
 2 days of disqualification will be required to reimburse the County for premiums paid after
 3 the 90 day window, or be taxed on the benefit, or both.

4 **E. When Benefits Coverage Begins and Ends**

5 **1. Coverage for new employees**

6 **a. Medical benefits**

7 The employee and eligible dependents will be covered by
 8 medical benefits the first day of the month following hire, provided the employee has
 9 submitted an enrollment form prior to that date. Employees who submit a form after
 10 the first day of the month following hire, but within 31 days of hire, will be covered the
 11 first day of the month following receipt of the form by Employee Benefits. Employees
 12 who do not submit a form within 31 days of hire will be covered the first day of the
 13 month following default enrollment as provided under "Section I.C" above.

14 **b. Dental benefits**

15 The employee and eligible dependents will be covered by
 16 dental benefits the first day of the month following six (6) continuous months of
 17 employment, if Employee Benefits has received an enrollment form prior to that date.
 18 Employees who have not submitted a timely enrollment form will be covered the first
 19 day of the month following default enrollment as provided under "Section I.C" above.

20 **2. Benefits coverage for terminating employees**

21 **a. Retirees**

22 **i. County-subsidized coverage**

23 Benefits options for retirees are provided for in
 24 Article 16, "Section V."

25 **ii. Unsubsidized benefits**

26 Retirees may continue to participate in County
 27 medical and dental benefits plans on a self-pay basis as mandated by law.

28 **b. Other terminating employees**

29 **i. County-subsidized coverage**

30 If the employee's last regularly scheduled work
 31 day in pay status falls on or before the fifteenth (15th) day of the calendar month in
 32 which the employee's County employment terminates, medical/vision and dental
 33 benefits toward which the County has contributed will lapse at the end of that calendar
 34 month. If such work day falls after the fifteenth (15th) of the calendar month in which

1 the employee's County employment has terminated, coverage toward which the
 2 County has contributed will lapse at the end of the following calendar month.
 3 (Example: Employee A's last day is July 15. Employee A's coverage toward which the
 4 County has contributed will lapse July 31. Employee B's last day is July 16. Employee
 5 B's coverage toward which the County has contributed will lapse August 31.)

6 **ii. Unsubsidized benefits**

7 Terminating employees may continue to
 8 participate in County medical and dental benefits plans on a self-pay basis as
 9 mandated by law.

10 **3. Employees on unpaid leaves of absence**

11 **a. Leaves of less than 30 days**

12 Employees' benefits coverage will be unaffected by
 13 unpaid leaves of absence of less than 30 days' duration.

14 **b. FMLA leaves**

15 The County will contribute toward medical/vision
 16 insurance coverage during unpaid FMLA leave as required by law. In addition, the
 17 County will continue any monthly contributions toward dental insurance coverage as
 18 long as legally required contributions toward medical/vision coverage continue. If the
 19 employee remains on unpaid leave for more than 30 days after FMLA leave is
 20 exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i"
 21 below, except that the last day of FMLA leave will be deemed the employee's last day
 22 in pay status.

23 **c. Non-FMLA unpaid leaves**

24 **i. Lapsing of County-subsidized coverage**

25 If the employee's last regularly scheduled work
 26 day in pay status falls on or before the fifteenth (15th) day of the calendar month
 27 coverage toward which the County has contributed will lapse at the end of that
 28 calendar month. If such work day falls after the fifteenth (15th) of the calendar month,
 29 coverage toward which the County has contributed will lapse at the end of the following
 30 calendar month. (Example: Employee A goes on non-FMLA unpaid leave effective
 31 July 15. Employee A's coverage toward which the County has contributed will lapse
 32 July 31. Employee B goes on non-FMLA unpaid leave July 16. Employee B's
 33 coverage toward which the County has contributed will lapse August 31.)

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2 **ii. Unsubsidized benefits**

3 Employees may continue to participate in County
4 medical and dental benefits plans on a self-pay basis as mandated by law.

5 **iii. Continuation of benefits upon return from a**
6 **leave of absence without pay**

7 (1) Employees returning from a leave of
8 absence without pay will be reinstated to the same medical and dental plans (or
9 successor plans) they had when they left. If they return from leave the first day of the
10 month, coverage will be in effect upon their return from leave; otherwise, coverage will
11 be in effect the first day of the month following their return from leave.

12 (2) Employees returning from unpaid non-
13 FMLA leave in the following July to June plan year may enroll in different plans within
14 31 days of their return. If enrollment forms are received on the first day of the month,
15 the changes will be effective that day; otherwise, changes will be in effect the first day
16 of the month following receipt of the forms.

17 **II. Other Benefits**

18 **A. Flexible Spending Accounts**

19 **1. Medical expenses**

20 To the extent permitted by law, Medical Expense Reimbursement
21 Plan (MERP) accounts, which allow employees to pay for deductibles and
22 unreimbursed medical, dental, and vision expenses with pre-tax wages, will be
23 available according to the terms of the Multnomah County Medical Expense
24 Reimbursement Plan number 504.

25 **2. Dependent care expenses**

26 To the extent permitted by law, Dependent Care Assistance Plan
27 (DCAP) accounts, which allow employees to pay for dependent care with pre-tax
28 wages, will be available according to the terms of the Multnomah County Dependent
29 Care Assistance Plan number 502.

30 **B. Life Insurance**

31 The County agrees to provide each employee covered by this
32 Agreement with term life insurance in the amount of ten thousand dollars (\$10,000).
33 Employees may purchase supplemental term life insurance coverage for themselves,
34 their spouse or their domestic partner consistent with carrier contract(s) by payroll

1 deduction. Premiums will vary according to age of the insured.

2 **C. Emergency Treatment**

3 Employees will be provided with emergency treatment for on-the-job
4 injuries, at no cost to the employees, and employees as a condition of receipt of
5 emergency treatment, do agree to hold the County harmless for injuries or damage
6 sustained as a result thereof, if any. Employees further will promptly sign an
7 appropriate Workers' Compensation claim form when presented by the employer.

8 **D. Disability Insurance**

9 Disability insurance benefits are provided for under Article 9, Sick
10 Leave, "Section IV."

11 **III. The Multnomah County Employees' Benefits Board (MCEBB)**

12 The Union agrees to participate as a member of the MCEBB jointly with
13 representatives of the County's other bargaining units and its non-represented
14 employees under the provisions below:

15 **A. Membership**

16 Each Union or Association representing a bargaining unit of County
17 employees shall, upon the effective date of an authorizing provision in their respective
18 collective bargaining agreements, be a member of the Multnomah County Employees'
19 Benefits Board. In addition, exempt employees will be deemed a member unit with the
20 same voting privileges as the bargaining unit members.

21 **B. Participation by Employees**

22 1. An employee representative from the AFSCME Local 88 general
23 employees' Juvenile Custody Specialist bargaining unit may attend meetings with pay.
24 In addition, the AFSCME business agent may attend.

25 2. Representatives from other bargaining units may attend per the
26 provisions of their collective bargaining agreements.

27 3. Two (2) employees appointed by the Chair will represent exempt
28 employees.

29 4. Other exempt staff, such as those from Benefits, Labor Relations,
30 etc., will attend as needed on a non-voting basis.

1 **C. Purpose**

2 The purpose of the MCEBB is to:

3 1. Provide a County-wide forum for education and discussion
4 regarding Health and Welfare issues.

5 2. Provide a mechanism for responsibly modifying health and
6 welfare benefits during the term of the Agreement as part of the total compensation
7 approach detailed in Article 14, "Section I.C.2" and "Section I.D.2."

8 3. Provide a mechanism for coherently implementing legally
9 mandated changes to the health and welfare benefits package.

10 4. Constitute an interim step in a movement to a more formal
11 structure of governance for matters relating to health and welfare benefits.

12 5. Research the feasibility of legal mechanisms for creating a more
13 formal structure for joint benefits governance.

14 **D. Meetings**

15 The committee will meet no less often than quarterly beginning
16 October 1, 1998.

17 **E. Authority**

18 The MCEBB is authorized to endorse or to veto changes to the health
19 and welfare benefits package proposed by the Benefits Administrator for their
20 consideration. The Administrator will propose changes no later than April for
21 implementation the following July 1. He or she may also propose changes at any other
22 time he or she deems prudent. Once approved by the MCEBB, endorsed changes will
23 be implemented.

24 **F. Voting**

25 Each bargaining unit will have an electoral vote for each employee it
26 represents as of the first of the month in which a vote occurs. Each bargaining unit will
27 designate one voting representative who will cast all of the unit's electoral votes for or
28 against a proposed change. A proposed change will have been endorsed by the
29 MCEBB if 80% of all electoral votes are cast in its favor.

30 **G. Allocation of Costs and Savings to the Bargaining Unit**

31 Allocation of any costs or savings from the implementation of any
32 modifications approved by the MCEBB, as specified above, shall be on a case specific
33 basis for those plan changes for this bargaining unit, i.e. the allocations will vary
34 between bargaining units depending on the varied impact of changes to the particular

1 plan design. These cost calculations shall be reasonably determined based on
2 accepted actuarial practices by the County's benefit consultants. Such determination
3 of allocation amounts will specifically be without regard to funding reserve levels,
4 except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR)
5 Reserves. *(Note: See memoranda cited in Article 14, "Section I.C.2" and "Section*
6 *I.D.2" for use of these calculations in conjunction with CPI increases.)*

7 **H. Modification of Provisions Governing MCEBB**

8 1. In the event enabling legislation for the establishment of a
9 benefits governance board for county employees is passed by the state legislature, the
10 terms of this section will be replaced by the requirements of such legislation upon its
11 effective date. The total compensation requirements of Article 14, "Section I," however,
12 will remain in full force and effect.

13 2. Other structural changes to the MCEBB may be made by
14 memoranda of agreement signed by all participating unions and the Chair's designee
15 for labor relations pursuant to Article 26 of this Agreement.

16 **IV. Successor Insurance Plans**

17 In the event any of the above insurance plans are no longer provided by the
18 County, the County, following consultation with the MCEBB, agrees to provide to
19 affected employees a substitute plan of the same service delivery type, if available, at
20 substantially the same or a better benefit level.

21 **V. Modification of this Article**

22 It is understood between the parties that the provisions of "Section III" above,
23 as well as related provisions elsewhere in the agreement, are being considered for
24 modification by all bargaining units in tandem with the bargaining of this Agreement. If
25 this proposed amendment is approved by the General Employees unit, it shall also
26 apply to this unit; provided, however, that the allocation of excess reserves to this unit
27 shall be based on the July 1, 1998 data for employees in this unit less the number of
28 permanent Juvenile Groupworker Supervisors on the County payroll as of that date.

ARTICLE 12

WORKERS' COMPENSATION AND

SUPPLEMENTAL BENEFITS

I. Coverage

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

II. Seniority

A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

B. If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

III. Probationary Employees

In accordance with the terms of Article 2, "Section VI," if an employee sustains an injury during his or her probationary period, it may be extended by written agreement of the Union, the employee, and the County.

IV. Supplemental Benefits

The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or

1 disease by an amount which, coupled with Workers' Compensation payments, will
2 insure the disabled employee the equivalent of one hundred percent (100%) of his or
3 her semi-monthly net take-home pay (as calculated in accordance with Workers'
4 Compensation regulations) subject to the following conditions:

5 A. Supplemental benefits shall only be payable for those days
6 compensable under Workers' Compensation Law as time loss on an approved claim.
7 For employees with approved claims, supplemental benefits shall be paid for no more
8 than three hundred and twenty (320) hours of the employee's regular working hours or
9 for a period equal to the amount of accrued sick leave hours at the time of injury,
10 whichever is greater. Such payments shall not be chargeable to accrued sick leave.

11 B. To the extent not compensated by Workers' Compensation benefits, the
12 first day of occupational disability shall be compensated as time worked.

13 C. To the extent not compensated by Workers' Compensation benefits, the
14 day following the first day of occupational disability and the next succeeding day shall
15 be compensated as sick leave if such days would have been work days.

16 **V. Denied Claims**

17 A. If a Workers' Compensation claim is denied, the employee's absence
18 from work due to illness or injury shall, to the extent not compensated as Workers'
19 Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

20 B. If a Workers' Compensation claim, which has been denied, is later held
21 compensable upon appeal, any time loss benefits shall be reimbursed by the employee
22 to the County and the employee's sick leave account credited with an equivalent
23 number of days.

24 C. If an employee's Workers' Compensation claim is under appeal, and he
25 or she is no longer entitled to medical/dental coverage under Article 11, Health and
26 Welfare, he or she will be entitled to continued coverage under federal COBRA law.
27 The duration of such coverage will be for six (6) months or the legally mandated period,
28 whichever is greater, provided that the employee continues to be eligible and pays the
29 premiums as required.

30 D. If a denied claim is later held compensable upon appeal, the employee
31 will be entitled to:

32 1. Reimbursement of any premiums paid to the County for
33 medical/dental benefits, and

ARTICLE 12. WORKERS' COMPENSATION AND SUPPLEMENTAL
BENEFITS

1 2. Any supplemental benefits not paid in accordance with "Section
2 IV" of this Article.

3 **VI. Benefits**

4 A. The County shall continue to provide medical and dental benefits for an
5 employee with a compensable claim and his or her dependent(s) from the first day of
6 occupational disability, subject to the limitations of Article 11, Health and Welfare, if
7 any, for a period of one year or such longer period as may be required by law.

8 B. The County shall continue to make retirement contributions, based upon
9 the appropriate percentage of the gross dollar amount of supplemental benefits paid,
10 throughout the period that the employee receives such benefits.

11 **VII. Borrowing of Sick Leave**

12 Nothing in this Article may be construed to permit borrowing of sick leave not
13 accrued by and available to the employee.

ARTICLE 13

WORK SCHEDULES

I. Posting of Work Schedules

Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten (10) days' notice to affected employees, and with less notice in the following circumstances:

- A. Such notice is voluntarily waived in writing by the employee(s); or
- B. For the duration of an emergency.

II. Right to Compensation for Regularly Scheduled Hours

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

- a. Employees working five (5) eight (8) hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off.
- b. Employees working four ten (10) hour days a week will be scheduled to work four (4) consecutive days with three (3) consecutive days off.

2. Employees working less than 40 hours per week

Employees working less than forty (40) hours per week will be scheduled to work no more than five (5) days a week, and at least two (2) of their days off must be consecutive.

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen (14) day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A" above will not apply, and, for

1 example, the employee may have split days off.

2 **2. Involuntary changes**

3 Changes of work days and days off will be considered
4 involuntary if they occur at the discretion of management. In addition to the provisions
5 which apply to voluntary changes, the following will apply during the fourteen day
6 transition period:

7 a. Employees who are scheduled to work more than five
8 days in a row without a day off will be paid at the time-and-a-half rate for all hours
9 worked on the sixth and subsequent days until their next scheduled day off. Days
10 worked immediately prior to the transition period will be included in the five (5) day
11 requirement of this subsection.

12 b. No employee normally scheduled to work forty (40) hours
13 per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a
14 result of the application of the provisions of this subsection, except that in the second
15 pay period in February this minimum shall be seventy (70) hours.

16 **IV. Scheduling the Work Day**

17 **A. Normal Work Day**

18 **1. Employees working forty hours a week**

19 a. Employees working forty (40) hours per week on a five
20 (5) day per week work schedule shall work eight (8) consecutive hours per day
21 excluding the meal period. Employees on a continuous duty schedule per "Section
22 C.3" below shall work eight (8) consecutive hours per day including the meal period.

23 b. Employees working forty (40) hours per week on a four
24 (4) day per week work schedule shall work ten (10) consecutive hours per day
25 excluding the meal period. Employees on a continuous duty schedule per "Section
26 C.3" below shall work ten (10) consecutive hours per day including the meal period.

27 **2. Employees working less than forty hours a week**

28 Employees working less than forty (40) hours a week will be
29 scheduled to work four (4) or more consecutive hours a day. Any meal periods to
30 which the employee is entitled will be on unpaid time, unless the employee is on a
31 continuous duty schedule per "Section C.3" below.

1 **B. Breaks**

2 Breaks provided for in this section will be on paid time.

3 **1. During the normal work day**

4 **a. Employees working six or more hours a day**

5 Employees scheduled to work six (6) or more hours a day
6 are entitled to a fifteen (15) minute break during the first half of the work day, and
7 another during the second half, provided that the break in the second half of the work
8 day is required only if the employee is scheduled to work more than two (2) hours after
9 the previous break or meal period. Breaks for employees scheduled to work eight (8)
10 or ten (10) hours in a day will be scheduled at the middle of each half of the work day
11 whenever practicable.

12 **b. Employees working fewer than six hours a day**

13 Employees scheduled to work fewer than six (6) hours a
14 day are entitled to one fifteen (15) minute break to be scheduled by management.

15 **2. While working overtime**

16 Employees scheduled to work eight (8) or more hours who are
17 expected to work one and a half or more hours after their scheduled quitting time are
18 entitled to a fifteen (15) minute break at the end of their regularly scheduled work day.

19 **3. While on a continuous duty schedule**

20 Breaks for employees on a continuous duty schedule are
21 covered in "Section C.3" below.

22 **C. Meal Periods**

23 **1. Entitlement to a meal period**

24 The work schedules of employees working more than six (6)
25 hours in a work day will include a meal period. An employee who has worked eight (8)
26 or more hours in a work day and who works two (2) hours beyond his or her regular
27 quitting time is entitled to a second meal period.

28 **2. Unpaid meal periods**

29 Meal periods are on unpaid time unless the provisions of
30 "Subsection 3" below apply.

31 **a. Length of the meal period**

32 Employees will be scheduled for a thirty (30) minute meal
33 period unless they request and management approves a one-hour meal period.

1 Management may rescind approval for a one-hour meal period, subject to the
2 provisions for changing work schedules in "Section I" above.

3 **b. Scheduling**

4 i. The meal period for employees working eight (8)
5 or more hours will be scheduled in the middle of the work day whenever practicable.

6 ii. When a one-hour meal period is requested and
7 approved, management will make adjustments to the employee's starting and/or
8 quitting time, subject to the provisions for changing work schedules in "Section I"
9 above.

10 **3. Paid meal periods: continuous duty schedules**

11 Management may assign employees performing duties which do
12 not lend themselves to duty free breaks and meal periods to a continuous duty
13 schedule. Any such assignment shall be in writing with a copy provided to the Union
14 and the Labor Relations Manager. Meal periods for such employees will be on paid
15 time. The scheduling of meal periods and breaks for affected employees will be based
16 solely on management judgment of the need for supervision of clients or involvement in
17 other continuous duty, or may be on an "as time is available" basis. Continuous duty
18 employees may not be relieved of duty during their work day, and may have to take
19 their meals and their breaks while supervising clients or attending to other duties. Any
20 meal periods or breaks may be interrupted or missed without additional compensation.

21 **V. Flexible Work Schedules**

22 **A. Exceptions to the Requirements of This Article**

23 Greater flexibility in work scheduling than is otherwise provided for in
24 this article, which benefits employees and the County, may be implemented, provided
25 that such schedules are in writing, and are agreed upon by the Union and the Labor
26 Relations Manager. A copy of any such agreed upon schedules shall be provided to all
27 directly affected employees.

28 **B. Employee Requests for Substitution of Hours Within a Work Week**

29 Employees may request to work fewer hours than scheduled on one day
30 in an FLSA work week and make up for those hours by working an equivalent number
31 of additional hours on another day or days in the same FLSA work week. Such
32 scheduling is subject to the approval of management, and regardless of any other
33 provisions of this Agreement, will not result in overtime pay.

1 **VI. Uniform Time Charging Provisions**

2 **A. Rounding Rule**

3 Time charged for all leaves and compensation for time worked under the
4 terms of this Agreement shall be subject to rounding to the nearest quarter of an hour
5 in accordance with the following rules:

- 6 1. 0 - 7 minutes rounds to 0 hours
7 2. 8 - 15 minutes rounds to 1/4 hour

8 **B. Applications**

9 **1. Lateness**

10 An employee who is seven (7) minutes or less late shall be paid
11 for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be
12 paid for one quarter (1/4) of an hour.

13 **2. Working over**

14 An employee who works over less than eight (8) minutes shall
15 not be compensated. An employee who works eight (8) to fifteen (15) minutes over
16 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in
17 accordance with Article 14, Compensation.

18 **3. Leaves**

19 Late and early return from leaves shall be subject to the same
20 rounding practice as specified above.

21 **4. Work day**

22 The above provisions shall not be construed as a right for
23 management to extend the end of the working day beyond the normally scheduled
24 ending time.

ARTICLE 14

COMPENSATION

I. Wage Adjustments

A. July 1, 1998

Effective July 1, 1998 the rates and ranges of employees covered by this Agreement shall be increased three percent (3%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 1998, which by this reference is incorporated herein. In addition to the three (3%) increase applicable to all employees, Table 1 also reflects an additional step (3%) at the top of the range for the classification of Juvenile Custody Services Specialist. An employee is eligible for this step if and only if he or she has completed one year of service at the top step of the prior range; having met this criteria the employee need not wait for such payment until his/her anniversary date. Effective through November 15, 1998, any employee who is not a PERS member shall be paid at a rate of 94.3% of the base wage rate he or she would otherwise enjoy under the terms of this Agreement until such time as he or she becomes a PERS member.

B. November 16, 1998

Effective November 16, 1998 the rates and ranges of employees covered by this bargaining unit shall be multiplied by .9434 in conjunction with the return to the employer "Pick-Up" of employee contributions to PERS as provided in ORS 237.075 and Article 16 of this Agreement. The rates and ranges resulting from this transition and reallocation of wages are specified in Addendum A, Table II. Wage Rates Effective November 16, 1998 - PERS Pick-Up Supplement, which by this reference is incorporated herein.

C. July 1, 1999

1. CPI formula

Effective July 1, 1999 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula as modified by "Subsection 2" below:

1 (% increase in CPI) (%)
 2 (Portland Urban Wage) (increase)
 3 (Earners and Clerical) = (in each)
 4 (Workers Index -) (wage)
 5 (Second Half 1997 to) (rate)
 6 (Second Half 1998)

7 The minimum CPI based percentage shall be two percent (2%).
 8 The maximum CPI based percentage shall be four percent (4%).

9 **2. Total compensation adjustment**

10 The CPI based percentage resulting from application of the
 11 formula above will be adjusted upward or downward to take into account the annual rate
 12 of change in the cost of medical and dental benefits which is in excess of, or less than, the
 13 CPI based percentage. The amount to be deducted from or added to the CPI based
 14 percentage will be calculated and certified to the Union according to the Total
 15 Compensation Costing Memorandum from the County Budget Manager to the County
 16 Labor Relations Manager dated May 18, 1998, and as supplemented by his memorandum
 17 of June 2, 1998. Allocations to this calculation based on plan changes shall be in
 18 accordance with the provisions of Article 11, "Section III.H;" provided, however, that the
 19 maximum deduction from the CPI based percentage shall be .75%, and the maximum
 20 bonus shall be .75%.

21 **3. Reopener**

22 In the event that the County's estimated general fund resources in
 23 the executive budget for 1999 - 2000 fall fifteen percent (15%) or more below the
 24 estimated general fund resources in the preceding year's executive budget, the terms of
 25 "Section I.C" above shall not be implemented, and negotiations will commence on or
 26 before April 15, 1999 for substitute terms for Article 14, "Section I.C."

27 **D. July 1, 2000**

28 **1. CPI formula**

29 Effective July 1, 2000 the rates and ranges of employees covered
 30 by this Agreement shall be increased in accordance with the following formula as modified
 31 by "Subsection 2" below:

1 (% increase in CPI) (%)
 2 (Portland Urban Wage) (increase)
 3 (Earners and Clerical) = (in each)
 4 (Workers Index -) (wage)
 5 (Second Half 1998 to) (rate)
 6 (Second Half 1999)

7 The minimum CPI based percentage shall be two percent (2%).
 8 The maximum CPI based percentage shall be four and a quarter percent (4.25%).

9 **2. Total compensation adjustment**

10 The CPI based percentage resulting from application of the
 11 formula above will be adjusted upward or downward to take into account the annual rate
 12 of change in the cost of medical and dental benefits which is in excess of, or less than, the
 13 CPI based percentage. The amount to be deducted from or added to the CPI based
 14 percentage will be calculated and certified to the Union according to Total Compensation
 15 Costing Memorandum from the County Budget Manager to the County Labor Relations
 16 Manager dated May 18, 1998, and as supplemented by his memorandum of June 2,
 17 1998. Allocations to this calculation based on plan changes shall be in accordance with
 18 the provisions of Article 11, "Section III.H;" provided however, that the maximum
 19 deduction from the CPI based percentage shall be .75%, and the maximum bonus shall
 20 be .75%.

21 **3. Reopener**

22 In the event that the County's estimated general fund resources in
 23 the executive budget for 2000 - 2001 fall fifteen percent (15%) or more below the
 24 estimated general fund resources in the preceding year's executive budget, the terms of
 25 "Section I.D" above shall not be implemented and negotiations will commence on or
 26 before April 15, 2000 for substitute terms for Article 14, "Section I.D."

27 **II. Pay Periods**

28 Employees shall be paid on a twice a month basis. The pay periods shall be the
 29 1st through the 15th of each month and the 16th through the end of each month.
 30 Employees will be paid on the 15th of each month for hours worked during the second pay
 31 period of the preceding month, and on the last business day of each month for hours
 32 worked during the first pay period of that month; provided, however, that if either date falls
 33 on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

ARTICLE 14. COMPENSATION

1 **III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours**

2 **A. Reporting After Hours**

3 Any employee who returns to work at the direction of management
4 outside his or her regularly scheduled working hours, shall be paid for a minimum of two
5 (2) hours at the straight time, time-and-a-half, or double time rate according to the
6 provisions of "Section IV" below; provided that an employee who stays at work at the end
7 of his or her scheduled work day or who begins his or her scheduled work day early shall
8 not be eligible for this minimum.

9 **B. Reporting on a Regularly Scheduled Day Off**

10 Any employee who reports to work at the direction of management on any
11 day other than his or her regularly scheduled work day shall be paid for a minimum of four
12 (4) hours at the straight time, time-and-a-half, or double time rate according to the
13 provisions of "Section IV" below.

14 **IV. Overtime**

15 **A. Time and One-Half**

16 Employees will be compensated at the rate of one and one-half (1-1/2)
17 times their normal hourly rate of pay for additional time worked as follows:

18 1. In excess of eight (8) hours in any work day for a five (5) day, forty
19 (40) hour a week employee; or

20 2. In excess of ten (10) hours in any work day for a four (4) day, forty
21 (40) hour a week employee; or

22 3. In excess of forty (40) hours in any FLSA work week.

23 **B. Double Time**

24 All work performed on a full-time employee's scheduled second or third
25 day of rest will be paid at the rate of two (2) times the employee's regular
26 rate of pay, provided that an employee who has refused to work a full shift on the
27 employee's first scheduled day of rest will be paid at the rate of one-and-one-half
28 (1-1/2) times his or her normal rate.

29 **C. Overtime Administration**

30 **1. Computation of overtime - holidays and leaves**

31 When computing overtime, paid holidays and leaves with pay
32 taken during the work week shall be considered as time worked.

1 **2. Equal distribution of overtime work**

2 Overtime work shall be distributed as equally as practicable
3 among employees working within the same job classification within each work unit
4 providing they have indicated in writing a desire to work overtime to their supervisor.

5 **3. No discrimination**

6 There shall be no discrimination against any employee who
7 declines to work overtime. Overtime work shall be voluntary except in cases where the
8 public health, safety and welfare may be jeopardized.

9 **4. Discipline for unauthorized overtime**

10 Employees working unauthorized overtime may be subject to
11 discipline.

12 **5. No suspending work to avoid overtime**

13 Employees shall not be required to suspend work during regular
14 hours to avoid overtime.

15 **6. Compensatory time**

16 Compensatory time may be accrued by agreement between the
17 County and the employee with the following limitations. Specifically, in lieu of overtime
18 pay, an employee may with supervisory approval elect to accrue compensatory time off
19 equal to the applicable overtime rate for each hour of overtime worked, provided:

20 a. The maximum allowable accumulation of compensatory
21 time off shall be eighty (80) hours.

22 b. Accrued compensatory time off may be used at the
23 discretion of the employee with the supervisor's consent.

24 c. In the event the employee terminates for any reason,
25 accrued compensatory time shall be paid off in cash to the employee or his or her heirs.

26 d. Flexibility during the work week made at the employee's
27 request is not subject to this section and is solely governed by Article 13, "Section V.B."

28 **V. Shift Differential**

29 **A. Payment of Shift Premiums**

30 **1. Hours and amounts**

31 The County and the Union recognize that a work week may
32 contain three (3) different shifts: day, swing, and graveyard. The County agrees to pay the
33 following shift premium pay in addition to the established wage rate to employees who are
34 scheduled to work eight (8) or more hours in a work day:

1 **a. Swing shift premium**

2 An hourly premium of fifty cents (50¢) to employees for all
3 hours worked on shifts beginning between the hours of twelve (12) noon and seven (7)
4 p.m.; or

5 **b. Graveyard shift premium**

6 An hourly premium of sixty cents (60¢) to employees for all
7 hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m.,
8 provided that the employee was not called in early to a shift normally scheduled to begin
9 after six (6) a.m.; or

10 **c. Relief shift premium**

11 An hourly premium of sixty cents (60¢) to employees for all
12 hours worked in the work week while assigned to a relief shift.

13 **2. Definition of relief shift**

14 A relief shift occurs when an employee's work week does not
15 contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4)
16 graveyard shifts. Employees assigned to a relief shift schedule are exempt from the
17 provisions of Article 13, "Section I;" however, such employees must be given at least a
18 twenty-four (24) hour notice of shift assignment.

19 **B. Inclusion of Shift Differentials in Wages**

20 **1. Inclusion in overtime rate**

21 When computing the overtime rate due an employee receiving
22 shift differential pay, such pay must be included in the overtime rate.

23 **2. Inclusion in sick and vacation pay**

24 Shift differentials shall continue to apply to all hours paid including
25 sick leave or vacation hours if they occur during the employee's normally scheduled shift.

26 **3. Shift pay disallowed for voluntary single shift change**

27 Employees are not entitled to shift differential pay for a single shift
28 change that is done at the request of and for the benefit of the employee.

29 **VI. Auto Allowance and Compensation**

30 Auto allowance and compensation shall be paid pursuant to Addendum C.

1 **VII. Deferred Compensation Plan**

2 Subject to applicable federal regulations, the County agrees to provide a deferred
3 compensation plan that provides for payment at a future date for services currently
4 rendered by the eligible employee.

5 **VIII. Payments in Error and Payments in Violation of Contract**

6 **A. Knowing Receipt**

7 Any employee knowingly receiving unauthorized payments, or payments
8 in error due to clerical, technical, or computer error has the obligation to call such error to
9 the attention of his or her supervisor. Failure to do so may result in disciplinary action.
10 Such payments are fully recoverable if the County presents the employee with a demand
11 for repayment.

12 **B. Unknowing Receipt**

13 Any unauthorized payments or payments in error due to clerical,
14 technical, or computer error are fully recoverable if the County presents the employee with
15 a demand for repayment within sixty (60) days of the date of the error.

16 **C. Repayment to the County**

17 The County will upon request make every effort to recover over payments
18 specified in "Subsection A" or "Subsection B" above, by payroll deduction over a
19 reasonable period of time as determined by the Labor Relations Manager.

20 **D. Repayment to the Employee**

21 In any instance where an error occurs which results in a negative impact
22 on the employee, upon notification by the employee within sixty (60) days of the error, and
23 verification by the payroll division, payment in correction of the error shall be made in the
24 employee's paycheck for the current pay period.

25 **IX. Voluntary Standby Pay**

26 Employees on a regular work schedule may volunteer to be placed on "standby"
27 duty beyond their regularly scheduled workday or workweek and may be assigned an
28 answering device for standby purposes to avail themselves of the opportunity to receive
29 additional pay. Any such employee on voluntary standby status may refuse to report if
30 called.

1 **X. Premium Pay and Computation**

2 When computing the overtime rate or vacation or sick leave pay due an
3 employee receiving premium pay, including shift differential as provided above, such
4 premium pay must be included when the employee is regularly assigned to premium work.

5 **XI. Translation and Second Language Requirements**

6 It is understood and agreed that the requirement to have varying degrees of
7 proficiency in a second language within a classification may be an expectation for
8 employees assigned to certain positions. Such requirements will not be a component
9 of classification nor in the alternative require any special premium.

10 **XII. Waiver of State Overtime Requirements**

11 To the extent allowable by law, the provisions of this Article and other provisions
12 of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS
13 279.342 (5)(b). Copies of the above cited statutes are available upon employee request
14 to the Labor Relations Section.

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ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

I. Wage Schedule

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

II. Step Placement and Anniversary Dates

A. New Employees and Rehires

1. A rehire is an employee who has terminated permanent employment with the County, and is subsequently selected to occupy a permanent position from a civil service list. (Former employees who return to permanent County employment without being selected from a list are not rehired, but reinstated. See "Section II.G.1" below.)

2. New employees and rehires will be paid at the minimum rate in the range for their classification unless a higher rate is approved by the Employee Services Manager or his or her designee.

3. The anniversary date for wage increases for new employees will be the date of permanent appointment, and the date for rehires will be the most recent date of permanent appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional seniority credit, such as credit for temporary service in classification, which they receive under the provisions of Article 21.

B. Step Increases

An employee not at the maximum of his/her pay range shall receive an anniversary step increase upon the completion of one year of service at the current step. Time in service is measured in accordance with Article 21. (*Note that Article 21, "Section II.B.1" provides, "Part-time work within the same or equivalent classification will count on a full-time basis."*)

C. Promotion

1. Definition

A promotion is an appointment to a classification with a higher top step than in the preceding classification.

1 **2. Pay adjustments upon promotion**

2 a. The base pay of a newly promoted employee will be at least
3 one step higher than his or her base pay in the lower classification, unless such an
4 increase puts him or her beyond the top of the higher range. A one step increase is
5 defined as the percentage difference between the final two steps of the lower range.

6 b. If the employee's base pay in the lower range plus one step
7 increase is lower than the first step in the higher range, the employee will be paid at the
8 first step rate.

9 c. If the employee's base pay in the lower range plus one step
10 increase is higher than the top step in the higher range, the employee will be paid at the
11 top step rate.

12 d. If the employee's base pay in the lower range plus one step
13 increase falls within the higher range, the employee will be paid at the step rate which
14 represents at least a one step increase, but less than a two step increase in base pay.

15 e. The rate of pay upon promotion for lead workers who have
16 received lead pay continuously for a year or more immediately prior to the promotion will
17 be calculated as if the lead pay were part of the base rate.

18 **3. Anniversary date upon promotion**

19 The employee's anniversary date for wage increases will be the
20 date of appointment to the higher classification, unless the employee receives additional
21 seniority credit, such as credit for temporary service in the higher classification, per the
22 provisions of Article 21.

23 **4. Failure to complete probationary period after promotion**

24 a. When a regular employee is promoted and does not
25 complete the probationary period for that classification, he or she shall be reinstated to a
26 position in the classification and department from which he or she was promoted.

27 b. The employee will be placed at the same step in the old
28 range that he or she would have been on but for the promotion.

29 c. The anniversary date for wage increases will revert to the
30 anniversary date in effect prior to the promotion.

31 **D. Demotion**

32 **1. Definition**

33 A demotion is an appointment to a classification with a lower top
34 step than in the preceding classification.

1 **2. Pay adjustments upon demotion**

2 a. Employees demoted for other than disciplinary reasons will
3 receive the rate of pay in the lower pay range that causes the least reduction in base pay.
4 No demoted employee shall receive an increase in base pay.

5 b. Employees demoted for disciplinary reasons will receive the
6 rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate
7 of pay is specified, they will receive the rate provided for in "Subsection a" above.

8 **3. Anniversary dates upon demotion**

9 A demoted employee's anniversary date for wage increases will be
10 the date of demotion.

11 **E. Transfer**

12 **1. Definition**

13 A transfer, for purposes of payroll administration, is an appointment
14 to another position within the classification held, or to a position in another classification
15 with the same top step. The same rules for step placement and establishing anniversary
16 dates apply whether the transfer occurs within the bargaining unit or from outside the unit.

17 **2. Pay adjustments upon transfer**

18 a. If an employee transfers to another position in the same
19 classification, or to another classification with the same pay range and steps, there will be
20 no change in his or her rate of pay.

21 b. If an employee transfers to another classification with the
22 same top step, but with different lower steps, the employee will be paid at the step in the
23 new range which is nearest to his or her former rate without causing a reduction in pay.

24 **3. Anniversary dates upon transfer**

25 The employee's anniversary date will remain unchanged.

26 **F. Reclassification**

27 Wage adjustments and anniversary dates upon reclassification are covered
28 in "Section IV.C" below.

29 **G. Reinstatement**

30 **1. Step placement upon reinstatement**

31 a. If an employee is reinstated from a recall list, after voluntary
32 demotion, or after a leave of absence, the employee will be placed at the same step he or
33 she was on when he or she left the classification.

b. A former County employee who is not on a recall list may also be reinstated at the discretion of the Employee Services Manager or designee. If reinstated to the classification most recently held, the employee will be placed at the same step he or she was on when he or she left the classification.

2. Anniversary dates upon reinstatement

The anniversary dates of reinstated employees will be adjusted so that if the time spent away from the classification exceeds 30 days in duration, none of the time away will count.

III. Temporary Work in a Higher Classification

A. Work Out of Class

1. Definition

An employee works out of class when he or she replaces another employee in a higher classification, and performs a majority of the principal duties of that classification, for all hours the replacing employee is scheduled to work during a work day.

2. Compensation for work out of class

An employee working out of class will be compensated according to the promotional policy above. (See "Section II.C." Note that if the employee's pay range and the higher range overlap, the policy provides for an increase of approximately one step; if the ranges do not overlap, the policy generally provides for an increase to the first step of the higher range.) However, the maximum premium for work out of class will be fifteen (15%) over the employee's hourly rate, regardless of what the promotional policy provides.

3. Paid leave and work out of class

a. When an employee replaces another employee in a higher classification during all hours worked in an FLSA work week or longer period of time, the replacing employee will be paid the out of class rate for all hours in pay status on days in which he or she was on leave for less than half a shift.

b. An employee using leave while working out of class will be paid at his or her regular rate of pay for all hours in pay status on days in which he or she worked half or less of his or her scheduled hours.

B. Temporary Appointments

When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days, the employee may be given a temporary appointment to a position in the higher classification.

1 **1. Appointment to a higher classification in the bargaining unit**

2 When the appointment is to a classification within the bargaining
3 unit, written verification of the temporary appointment will be placed in the employee's
4 personnel file, and the following provisions will apply:

5 a. The employee's rate of base pay will be set according to the
6 promotional policy above;

7 b. The higher base rate will apply to all hours the employee is
8 in pay status; and

9 c. The employee has the right to return to his or her permanent
10 position at the end of the appointment without loss of seniority.

11 **2. Appointment to an exempt classification**

12 When the appointment is to an exempt classification, written
13 verification of the temporary appointment will be placed in the employee's personnel file,
14 and the employee will be notified of the appointment in writing. The following provisions
15 will apply:

16 a. The employee's salary will be set according to the
17 Personnel Rules governing promotions to exempt positions;

18 b. The employee is not eligible to receive overtime pay, shift
19 differential, or other forms of pay not available to permanent employees in the exempt
20 classification;

21 c. The employee's health and welfare benefits plan will not
22 change;

23 d. The employee's accrual and use of paid leave will be
24 governed by the rules applying to permanent employees in the exempt classification;

25 e. The employee has the right to return to his or her bargaining
26 unit position at the end of the appointment without loss of seniority; and

27 f. The employee will pay Union dues or such alternatives as
28 are provided by Article 5, and will continue to be represented by the Union in accordance
29 with Article 3.

30 **IV. Reclassification**

31 **A. Definition**

32 A reclassification review is an analysis of an employee's duties and
33 responsibilities to determine whether he or she is in the correct classification. Individual
34 employees or management may initiate a reclassification review by completing a request

1 form and submitting it to the Employee Services Division. The Employee Services
2 Division may also initiate studies of positions or groups of positions.

3 **B. Procedure**

4 1. Copies of completed request forms will be forwarded to the Union
5 by the Employee Services Division within fifteen days of receipt.

6 2. The Employee Services Division will notify the Union when it
7 initiates a study.

8 3. The Employee Services Division will render a decision to affected
9 employees with a copy to the Union within sixty (60) days of receiving a request or
10 initiating a study.

11 4. If the employee is placed in a new classification, the wage range for
12 that classification will be established by the procedures described in "Section V.A" below.

13 5. Wage increases resulting from an upward reclassification will be
14 effective retroactively to the date of the reclassification request. However, the Employee
15 Services Manager or his or her designee may authorize retroactivity up to six (6) months
16 prior to the date of the request.

17 **C. Pay adjustments Upon Reclassification**

18 1. If the employee's rate of pay is below the minimum for the new
19 classification, his or her pay will be raised to the minimum rate.

20 2. If the employee's rate of pay is within the new range but does not
21 match a step in that range, his or her wage will be raised to the closest step. If the
22 employee's rate of pay matches a step of the new range, there will be no change in his or
23 her hourly rate.

24 3. If the employee's rate of pay is above the maximum of the new
25 range, the rate will not change but will be frozen, and the employee will not receive any
26 increases in base pay, specifically to include general wage increases. However, when the
27 top step of the new range has risen to exceed the frozen rate of pay, the employee will be
28 paid at the top step rate.

29 4. When an employee is reclassified, his or her anniversary date for a
30 wage increase will not be changed.

31 **D. Resolution of Reclassification Disputes**

32 1. The outcome of a reclassification request may be appealed under
33 Article 18 at Step 3 of the grievance procedure within fifteen (15) days of the date on
34 which notice of the decision from Employee Services is received.

ARTICLE 15. CLASSIFICATIONS AND PAY RANGES

2. If the grievance is advanced to Step 4, the arbitrator will fashion his or her award within the following parameters:

a. The arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which his or her position is allocated by the County.

b. If the arbitrator determines that the position is improperly allocated, the arbitrator shall direct the County to allocate the position to another existing classification. If no appropriate classification exists, the arbitrator shall direct the County to establish such a classification.

c. The arbitrator shall have no authority to modify a classification or establish a new classification.

V. Establishing Wage Rates for New Classifications

A. Method of Determining Wage Rates

Wage rates for new and substantially revised classifications will be established by the Employee Services Division in the following manner:

1. Subject the classification to a point evaluation in accordance with Job Evaluation Manual: Multnomah County, prepared by Ralph Andersen and Associates, May 31, 1990.

2. Assign a range which is reasonably related to wage ranges for comparable positions within the County but which is no more than 12.28% above or 12.28 % below the Policy Pay Line developed during the classification review of 1990 and adjusted for subsequent general increases.

3. The Employee Services Division may, at its discretion, assign rates higher than those indicated in "Subsection 2" above if such rates are indicated by conditions in comparable labor markets for workers in comparable classifications.

4. The Employee Services Division shall notify the Union of the range and its effective date.

B. Resolution of Disputes Concerning Wage Ranges Assigned to New Classifications

1. Within ten (10) working days of receiving notice from Employee Services, the Union may notify the County's designee for labor relations of its desire to discuss the appropriateness of the pay range assigned.

2. If the parties are unable to reach agreement on a wage range, the matter will be resolved under Article 18 at Step 4 of the grievance procedure.

ARTICLE 15. CLASSIFICATIONS AND PAY RANGES

1 a. At Step 4 the arbitrator may either affirm that the pay range
2 assigned by the County satisfies the requirements of "Section A" above, or specify the
3 parameters within which a range would satisfy the criteria.

4 b. The arbitrator's decision will be final and binding and will be
5 retroactive to the effective date established in the County's notice, per "Section V.A.4"
6 above.

7 **VI. Market Adjustments**

8 The Employee Services Manager or his or her designee for classification and
9 compensation administration may notify the Union in writing that market based
10 adjustments to the rates and ranges of certain classifications are warranted. Such
11 adjustments may be implemented upon written approval of the Union.

12 **VII. Permanent Arbitrator**

13 Owing to the technical expertise required to adjudicate disputes relating to
14 classification allocations and the establishment of pay rates, the parties agree to maintain
15 William H. Dorsey as arbitrator. The Parties agree to select an alternate West Coast
16 arbitrator with such technical expertise during the life of this Agreement.

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ARTICLE 16

PENSIONS

I. PERS Membership

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) pursuant to ORS 238 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

II. Sick Leave in Application to Final Average Salary (PERS)

In accordance with the terms and limitations of ORS 238.350, one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS Pick-up

A. July 1, 1998 – November 15, 1998

To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies. For other purposes, the contribution shall be considered to have been made by the employee, and payment of the 6% contribution by the employee through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

B. November 16, 1998

The deeming of employee contributions to PERS as "picked up" by the County for purposes of Section 414 (h)(2) of the Internal Revenue Code and any related federal or state tax policies, as provided for in the prior Agreement, shall be terminated and the County shall "pick up" the employee contribution to PERS as permitted by ORS 238.205. Should for any reason the ORS 238.205 "employer pick-

up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to November 16, 1998, including but not limited to the terms of compensation for non-PERS members.

IV. Retiree Medical Insurance

A. Definitions

For purposes of this section, a "retiree" refers to a person who retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.

B. Right to Participate

Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

C. Choice of Plan

To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

D. Retiree Responsibilities

The retiree shall be responsible for promptly notifying the Benefits Administrator (Employee Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

E. Eligibility for County Payment of One Half of Premium

The following terms related to benefit payments, service, and age requirements shall also apply:

1 **1. Payment at 58**

2 The County shall pay one-half (1/2) of the monthly medical
3 insurance premium on behalf of a retiree and his or her eligible dependents from the
4 retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the
5 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,
6 if the retiree had:

7 a. Five (5) years of continuous County service immediately
8 preceding retirement at or after age fifty-eight (58) years, or

9 b. Ten (10) years of continuous County service immediately
10 preceding retirement prior to age fifty-eight (58) years, or

11 c. Ten (10) years of continuous County service immediately
12 preceding retirement in the event of disability retirement.

13 **2. Payment at 55 or earlier**

14 The County shall pay one-half (1/2) of the monthly medical
15 insurance premium on behalf of a retiree and his or her eligible dependents from the
16 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the
17 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,
18 if the employee had thirty (30) years of continuous service with employers who are
19 members of the Oregon Public Employee Retirement System and twenty (20) or more
20 years of continuous County service immediately preceding retirement; provided,
21 however that employees employed on or before July 1, 1992, who are eligible for
22 PERS regular retirement with 30 years of PERS service and twenty (20) years of
23 County service, shall be eligible for County payment of half the medical premium
24 without waiting until age fifty-five (55).

25 **F. Eligibility for Medicare**

26 Actual application for Medicare shall not be required for a finding that a
27 retiree is "eligible for Medicare" under "Subsection E" of this section.

28 **G. Part-Time Proration**

29 Part-time service in a regular budgeted position shall be prorated as half
30 for purposes of the service requirements under "Subsection E" of this section. (For
31 example, part-time service for two (2) months would equal one (1) month toward the
32 applicable service requirement.)

1 **H. Requirement to Continuously Participate**

2 In addition to the other requirements of this section, continued medical
3 plan participation or benefit of County contributions is conditioned on the retiree's
4 continuous participation in the member's medical insurance plan from the time of
5 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.,
6 50% or 100% as applicable) of the monthly premium. Failure to continuously
7 participate or make timely and sufficient payment of the applicable retiree portion of the
8 monthly premium shall terminate the retiree's rights under this section. Payments by
9 retirees of their portion of the monthly premiums under this section shall be timely if the
10 retiree has directed PERS to regularly deduct his or her portion of the monthly premium
11 from his or her pension check and remit the proceeds to the County's collection agent,
12 or if the retiree has directed the County's collection agent to invoice or electronically
13 transfer funds (EFT) from his or her account. The Employee Services Division shall
14 inform the retiree at the time he or she signs up for continued medical insurance
15 coverage of the identity and address of the County's collection agent and shall
16 thereafter inform the retiree of any change in collection agent at least forty-five (45)
17 days prior to the effective date of such change.

18 **I. State and Federal Tax Offset**

19 In the event County medical insurance premium payments on behalf of
20 retirees or their dependents are made subject to state or federal taxation, any
21 additional costs to the County shall be directly offset against such payments required
22 under this section. (For example, if the effect on the County of the additional tax is to
23 increase the County's outlay by an amount equivalent to ten percent (10%) of
24 aggregate monthly retiree premium, the County's contribution shall be reduced to 40%
25 of premium so that net County costs will remain unchanged.)
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ARTICLE 17

DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. Oral or written reprimands do not require prior written notice.

II. Definition of Cause

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

III. Appeal Rights

A. Written Reprimand

Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

B. Reduction in Pay, Demotion, Suspension, or Dismissal

Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by the Department Director, the matter would be submitted directly to the Department Director at Step 2.

V. Manner of Accomplishing Reprimands

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

1 **V. No Abridgement of Rights**

2 Nothing in this contract shall be construed to abridge any employee's
3 constitutional or civil rights. Employees have the right to Union representation. If the
4 employee so desires, he or she shall be afforded Union representation.

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ARTICLE 18

SETTLEMENT OF DISPUTES

I. Purpose

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

II. Filing a Grievance

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

B. A grievance is filed when the Grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The Grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the Grievant(s),
2. The date of filing,
3. Relevant facts and explanation of the grievance,
4. A list of the articles of the contract allegedly violated, and
5. A description of remedy sought.

C. In order to be timely, grievances must be filed as follows:

1. Disciplinary grievances must be filed within fifteen (15) days after receipt of the letter imposing disciplinary action.

2. Non-disciplinary grievances must be filed within fifteen (15) days of the alleged violation of the contract, or within fifteen (15) days of the date on which either the Grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the Grievant or the Union were aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely filed according to the provisions of Article 21, Seniority and Layoff, "Section VII.B.1."

1 4. For the purposes of this article, as in the rest of this Agreement,
2 "days" means "calendar days," unless otherwise specified.

3 5. Submissions at each step of the grievance procedure will be
4 considered timely if they are mailed or delivered by 11:59 p.m. of the last day.
5 Timelines at any stage of the grievance procedure may be extended by mutual
6 agreement between the County and the Union.

7 D. Grievances will be filed at Step 1 of the grievance procedure (see
8 "Subsection 3" below) with the following exceptions:

9 1. The County and the Union mutually agree to filing at a higher
10 step.

11 2. Disciplinary grievances will be filed with the manager or
12 supervisor who imposed the discipline. If he or she is the department director, the
13 grievance will be filed at Step 2.

14 3. The following types of grievances will be filed at Step 3:

15 a. Grievances regarding the calculation of seniority per
16 Article 21, Seniority and Layoff, "Section VII.B.1."

17 b. Grievances regarding reclassifications per Article 15,
18 Classifications and Pay Ranges, "Section IV.D."

19 c. Grievances regarding changes in existing conditions per
20 Article 24, General Provisions, "Section IV.C."

21 d. Grievances regarding work rules per Article 24, General
22 Provisions, "Section III.D."

23 **III. The Steps of the Grievance Procedure**

24 **A. Step 1. The Immediate Exempt Supervisor:**

25 Grievances submitted at Step 1 will be filed with the Grievant's
26 immediate exempt supervisor. The Grievant's supervisor, or other manager or
27 supervisor appointed by the department, will respond in writing to the Grievant or his or
28 her Union representative within seven days of receipt.

29 There will be a mandatory meeting either at Step 1 or at Step 2 of the
30 grievance procedure to formally discuss the grievance. Unless an exception is agreed
31 upon by the Union and the County, the meeting will be attended by the Grievant, the
32 manager and/or supervisor designated by the County, and the steward and/or other
33 Union representative. If the grievance is a class grievance, a representative employee
34 shall be deemed the Grievant for the purposes of the mandatory meeting.

ARTICLE 18. SETTLEMENT OF DISPUTES

1 **B. Step 2. The Department Director:**

2 Grievances submitted at Step 2 and grievances unresolved at Step 1
3 may be presented by the Grievant or his or her Union representative to the department
4 director. Unresolved grievances must be submitted within fifteen (15) days after the
5 response is due at Step 1. The department director will respond in writing to the
6 Grievant or his or her Union representative within fifteen (15) days of receipt.

7 **C. Step 3. Labor Relations:**

8 Grievances submitted at Step 3 and grievances unresolved at Step 2
9 may be presented by the Grievant or his or her Union representative to the Labor
10 Relations Manager or his or her designee. Unresolved grievances must be submitted
11 within fifteen (15) days after the response is due at Step 2. Labor Relations will
12 respond in writing to the Grievant or his or her Union representative within fifteen (15)
13 days of receipt.

14 **D. Step 4. Arbitration:**

15 If the grievance has not been answered or resolved at Step 3, the Union
16 may, within fifteen (15) days after the expiration of the time limit specified in Step 3,
17 request arbitration by written notice to the County.

18 After the grievance has been submitted to arbitration, the Union shall
19 request a list of the names of seven (7) arbitrators from the State of Oregon Mediation
20 and Conciliation Service. The Union and the County shall select an arbitrator from the
21 list by mutual agreement. If they are unable to agree on a method, the arbitrator will be
22 chosen by the method of alternate striking of names, the order of striking to be
23 determined by lot. One day shall be allowed for the striking of each name. The final
24 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the
25 Union and the County from agreeing upon a permanent arbitrator or permanent list.

26 The Union and the County agree that no less than five (5) days prior to
27 any scheduled arbitration hearing, they will mutually exchange copies of all exhibits
28 intended to be offered at the hearing, except the work product of any attorney or
29 authorized representative involved.

30 No less than five (5) days prior to the scheduled arbitration, the Union
31 and the County shall submit to the designated arbitrator a signed stipulation of the
32 issue before the arbitrator. In the event they are unable to stipulate the issue in
33 dispute, each party shall, not later than four (4) days prior to the scheduled arbitration,

1 submit to the arbitrator and the other party a signed statement of the issue that party
2 asserts is in dispute.

3 The arbitrator shall be requested to begin taking evidence and testimony
4 within twenty-five (25) days after submission of the request for arbitration; and the
5 arbitrator shall be requested to issue his or her decision within thirty (30) days after the
6 conclusion of testimony and argument. The Union and the County hereby vest the
7 arbitrator with authority to compel the attendance of witnesses on behalf of either party
8 by issuance of a subpoena, the cost of which shall be borne by the party requesting the
9 subpoena.

10 The arbitrator's decision shall be final and binding, but he or she shall
11 have no power to alter, modify, amend, add to, or detract from the terms of this
12 Agreement. The arbitrator's decision shall be within the scope and terms of the
13 Agreement and in writing. Any decision of the arbitrator may provide for retroactivity
14 not exceeding sixty (60) days prior to the date the grievance was first filed, and it shall
15 state the effective date of the award.

16 **IV. Representation of Employees**

17 **A. The Union as Exclusive Representative**

18 1. The Union is the exclusive representative of bargaining unit
19 employees with respect to conditions of employment governed by this Agreement
20 under the State of Oregon Public Employees Collective Bargaining Act.

21 2. Attorneys who do not represent the Union or the County may
22 appear at grievance meetings and hearings only at the mutual consent of the Union
23 and the County.

24 3. An employee may file a grievance through Step 3 of the
25 grievance procedure without the assistance of the Union; however, departure from the
26 grievance procedure described herein shall automatically nullify the Union's obligation
27 to process the grievance. Also, whether or not the employee seeks Union assistance,
28 the Union must be given the opportunity to be present when a settlement offer is made,
29 and any settlement must be consistent with the terms of this Agreement.

30 **B. Stewards**

31 **1. Definition and designation**

32 Employees selected by the Union as employee representatives
33 shall be known as "Stewards." The names of the stewards and the names of other

1 union representatives who may represent employees, shall be certified in writing to the
2 County by the Union.

3 **2. Processing of grievances by stewards**

4 a. Upon notification to the Grievant's supervisor of the name
5 of the Grievant and the tentative cause of the grievance, or the name of the subject of
6 a disciplinary investigatory interview, the steward(s) responsible for the Grievant's work
7 area may investigate and process a grievance(s) at the work site during working hours
8 without loss of pay, or in the case of an investigatory interview, participate in such
9 interview without loss of pay. All efforts will be made to avoid disruptions and
10 interruptions of work.

11 b. Employees meeting with their steward to process a
12 grievance will also be permitted to do so without loss of pay during working hours.

13 c. A steward may not process a grievance in any other work
14 area than the one to which he or she is assigned by the Union unless mutually agreed
15 by the Department and the Union.

16 **3. Chief Steward**

17 A chief steward shall be assigned by the Union for employees in
18 the Division of Juvenile Custody Services. When there is no steward assigned to the
19 Grievant's work area, the regular steward is unavailable, or by mutual agreement
20 between the Union and the Division, the assigned chief steward may process a
21 grievance in accordance with "Section IV.B" above. When a chief steward is
22 unavailable or by mutual agreement between the Union and the Division, the Union
23 may designate a Union officer to act as chief steward.

ARTICLE 19
MODIFICATION OF WORK PERFORMED
BY THE BARGAINING UNIT:
CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,
AND USE OF VOLUNTEERS

I. Contracting

A. Limitations on Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union

The County agrees to meet with the Union to discuss the effect of proposed contracting out or sub-contracting, which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

C. No Interference with Contract

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect at the time of execution of this Agreement. This exercise of discretion shall specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

**ARTICLE 19. MODIFICATION OF WORK PERFORMED BY THE
BARGAINING UNIT**

1 **II. Intergovernmental Agreements**

2 The County agrees to notify the Local 88 Business Agent and/or President when
3 an Intergovernmental agreement which would effect the transfer of employees to or from
4 the County is placed on the Board agenda. The County also agrees to provide Union with
5 a specific plan and its probable impact relative to Intergovernmental Agreements involving
6 employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to
7 formal Board consideration of budget modifications or the Board's adoption of the annual
8 budget related to such a transfer.

9 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
10 **Acquisition of Positions**

11 A. The County and the Union recognize the provisions of ORS 236.610
12 through 236.650 in the event an employee of the County is transferred to another public
13 employer as defined under ORS 236.610(2) for reason of merger, consolidation or
14 cooperation agreement.

15 B. All employees acquired by the County as a result of merger, consolidation,
16 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and
17 benefits granted employees under this Agreement and ORS 236.610 through 236.650.

18 **IV. Volunteers**

19 The County shall have the right to use volunteers at any time for any purpose,
20 provided, however:

21 A. Volunteers shall not be utilized for "guard" purposes as that term has
22 been defined by the Employment Relations Board, i.e., keeping the incarcerated
23 juveniles in, and under the control of, the Division of Juvenile Custody Services in a
24 juvenile detention facility.

25 B. The implementation of a volunteer program or use of a volunteer shall
26 not replace a Juvenile Custody Services Specialist.

ARTICLE 20
WORKLOAD AND STANDARDS,
TRAINING, PERFORMANCE EVALUATION, AND
ORGANIZATIONAL EXCELLENCE

I. Workloads and Standards

It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

II. Employee Development and Training

A. Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities.

1. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

2. Employees may obtain information on how to apply for training or educational subsidies from their Departmental Human Resource Office.

3. If approved prior to enrollment, reimbursements will be made within 30 days of successful completion of the training or coursework, provided the employee has submitted verification as required under department policy.

1 **III. Performance Evaluation**

2 A. The County may implement and maintain performance evaluation
3 processes involving members of the bargaining unit.

4 B. Employees will have the right to attach a response to any evaluations in
5 their personnel files.

6 C. No evaluations or employee responses will be admissible in any
7 disciplinary or arbitration hearing.

8 D. All performance evaluations shall be signed by the employee's exempt
9 supervisor, who shall bear ultimate responsibility for the content of the evaluation.

10 **IV. Organizational Excellence**

11 The parties are committed to the continuation of Labor Management
12 cooperation as represented by the ERC process, as well as support of the RESULTS
13 Initiative. (RESULTS: Reaching Excellent Service Utilizing Leadership and Team
14 Strategies.) To further support this process:

15 **A. Joint Training**

16 Joint training shall be provided on an annual basis to all shop stewards
17 and representative managers and supervisors on matters related to contract
18 administration and the management of problem employees and teams. The purpose of
19 this training will be to develop mutual understanding of basic processes and role.
20 Additionally, to support team development and Quality initiatives, such training will
21 involve appropriate group process and Quality components.

22 **B. Employee Participation and Teams**

23 It is understood that many of the terms of this Agreement are based on
24 an individual rights and obligation model. The parties recognize that employees are
25 increasingly involved in employee participation processes and working in teams. In
26 such instances, as issues arise from these processes which may involve the terms of
27 this Agreement, the parties will meet upon the request of either party to discuss any
28 appropriate action. Mutually agreeable terms of any needed exceptions and
29 understandings shall be in conformance with Article 26, Entire Agreement.

ARTICLE 21

SENIORITY AND LAYOFF

I. Definitions

A. Layoff:

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

B. Continuous Service:

Means uninterrupted employment with Multnomah County subject to the following provisions:

1. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

2. Continuous service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.D" of this article, or discharge for cause.

C. Promotional Line:

Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

D. Bumping:

The displacement of the least senior regular employee by another regular employee within the department with more seniority within the classification.

E. Equivalent Classification:

Refers to matching by the Employee Services Manager or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

F. Classification Previously Held:

Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

1 **G. Regular Employee:**

2 Refers to the status a classified employee acquires after successful
3 completion of the probationary period for the classification to which the employee was
4 appointed.

5 **H. Lateral Classification:**

6 Refers to a classification or its equivalent which has the same top step as
7 the employee's current classification.

8 **I. Affected by Layoff:**

9 Refers to an employee who was demoted, laid off, or reassigned as a
10 result of a layoff process under the provisions of this article.

11 **J. Permanent Appointment:**

12 Refers to the appointment of an employee to a budgeted position from a
13 certified list of eligibles.

14 **II. Seniority**

15 **A. Seniority will be determined as follows:**

16 1. The total length of continuous service within the affected job
17 classification and its equivalent within the County; if a tie occurs, then

18 2. Total length of continuous service within the County; if a tie occurs,
19 then

20 3. Test score on the Civil Service Examination, if available, for the
21 classification; if a tie occurs or if the test scores are not available, then

22 4. It shall be broken by lot in a manner to be determined by the
23 Employee Services Division.

24 **B. In computing seniority for regular employees, the following factors**
25 **will be taken into account:**

26 1. Part-time work within the same or equivalent classification will
27 count on a full-time basis.

28 2. Time spent in an abolished classification that has a current
29 equivalent will count toward seniority in the equivalent classification.

30 3. Time on authorized leave taken with pay will count.

31 4. When an authorized leave without pay exceeds 30 days, no time
32 spent on that leave will count.

33 5. Time spent in unclassified appointment status will not count,
34 except for purposes of vacation accrual.

- 1 6. Time spent in on-call status will not count.
- 2 7. Temporary time and working out of class time that exceeds thirty
- 3 (30) days shall be taken into account in the following manner:
- 4 a. **Prior to permanent appointment**
- 5 All continuous, contiguous service that meets the following
- 6 guidelines shall count:
- 7 1. Service in a position which has been classified or
- 8 formally labeled the same as the classification to which the employee is appointed; or
- 9 2. Service with duties substantially the same as the
- 10 classification to which the employee is appointed. The determination of whether the
- 11 duties were "substantially the same" must be a reasonable one on the part of the County.
- 12 b. **After permanent appointment**
- 13 All continuous, contiguous service on a temporary
- 14 promotion shall count toward seniority in the immediately previous classification, except in
- 15 cases in which the promotion becomes permanent immediately following the temporary
- 16 appointment; in these cases the time will be counted toward the classification to which the
- 17 employee is promoted.
- 18 c. **Communication of seniority determinations**
- 19 No other temporary time shall count. The determinations
- 20 specified in "Subsection a" and "Subsection b" above shall be communicated by
- 21 departmental human resources staff to employees within sixty (60) days of the date of
- 22 permanent appointment. Employees shall have fifteen (15) days from receipt of this
- 23 determination to request a review of the seniority determination. Final determination of
- 24 seniority will be made pursuant to "Section VII" of this article, Posting Process.
- 25 8. When a layoff exceeds 30 days, no time spent on layoff will count.
- 26 9. Time spent in a trainee capacity, e.g., in state or federal trainee
- 27 programs, will not count.
- 28 10. Time spent working for another government in an equivalent
- 29 classification will count if the employee was transferred to Multnomah County pursuant to
- 30 ORS 236.610 through 236.650.
- 31 11. Seniority shall be forfeited by discharge for cause, voluntary
- 32 termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this
- 33 article.

ARTICLE 21. SENIORITY AND LAYOFF

12. Time spent on a probationary period that is not completed will count toward the employee's previous classification, if any. Time spent on a trial service period after lateral transfer that is not completed will be counted toward the previous classification.

13. Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.

14. Current rules for calculation of seniority as contained in this article do not alter seniority determinations under prior Local 88 contracts.

III. Layoff Rules

The County will notify regular employees affected by layoff of their reassignment or layoff, according to the provisions of this section.

A. Reassignment of Regular Employees During a Layoff

Layoffs will be identified by classification within the affected department. Employees holding positions that perform functions to be discontinued will be subject to the following in order of seniority:

1. Reassignment to a position in the same classification, or if the employee does not have enough seniority, then

2. Reassignment to a position in a classification previously held at the employee's current level, or if the employee does not have enough seniority, then

3. Demotion to a position in a classification previously held or to a lower classification in the promotional line, or if the employee does not have enough seniority, then

4. Change of status between full-time and part-time, or if the employee does not have enough seniority, then

5. Layoff.

B. Restrictions on Inter-Departmental Transfers

Employees shall not have any rights over other employees working under permanent appointment in another department and may transfer to a vacancy in another department only under the provisions of the Personnel Rules, Rule 15, Transfer and/or Article 22, Shift and Work Assignment.

C. Non-Regular Employees During a Layoff

1. Within an affected classification and department, temporary, non-regular probationary, and other employees who do not have classified status and who are

1 occupying budgeted positions will be terminated before employees with classified status
2 are affected by layoff. Employees without status who are terminated will not be placed on
3 recall lists and do not have bumping rights.

4 2. An employee who has not completed a probationary period
5 following promotion to a classified position and is affected by layoff shall be returned to
6 the position previously held.

7 3. Probationary employees terminated or demoted in accordance
8 with "Subsection 2" and "Subsection 3" above will be placed on reinstatement lists for one
9 year from the date of their termination or demotion. They may, at the County's discretion,
10 be reinstated to their former classification if there are no regular employees who are on a
11 recall list for that classification. Probationary employees who are reinstated will be treated
12 as if they have been on a leave of absence from the classification for purposes of
13 computing seniority and length of probationary period.

14 4. Employees will not be placed in a classification with a higher
15 maximum salary except by normal promotion procedures.

16 **D. Layoff Processing for Employees on a Leave of Absence Without**
17 **Pay**

18 **1. Employee notification**

19 Employees who are on a leave of absence without pay which is
20 scheduled to continue after the layoff effective date and whose classifications are
21 expected by the County to be affected by an upcoming layoff process will be notified in
22 writing and given an option to return from leave.

23 **2. Use of positions during the layoff process**

24 If no response is received by the County within five (5) days of
25 written notification, or if the employee declines to return from leave of absence, or if the
26 employee is unable to return from leave of absence, the position from which the employee
27 is on leave of absence will be treated as a vacant position during the layoff process and
28 will be available to be filled by another employee who is affected by the layoff process,
29 according to the provisions of this article.

30 **3. Return from family medical leave without pay**

31 After a layoff process affecting the employee's classification has
32 occurred, employees who are on Family Medical Leave without pay immediately prior to
33 returning to work will return to the position formerly held, and the employee occupying that
34 position will be reassigned according to seniority pursuant to this article.

1 **4. Return from other leave without pay**

2 After a layoff process affecting the employee's classification has
3 occurred, employees not on Family Medical Leave without pay immediately prior to
4 returning to work will be reassigned according to seniority pursuant to this article.

5 **5. Recalculation of seniority after leave of absence without pay**

6 All employees on leave of absence without pay that exceeds thirty
7 (30) days will have their seniority recalculated upon their return from leave so that none of
8 the time on the leave of absence without pay counts toward seniority per "Section II.B.4"
9 of this article.

10 **E. The Bumping Process**

11 1. Vacancies that are created and approved by the Board of County
12 Commissioners to be effective the day following the layoff date shall be treated as
13 vacancies available during a layoff process.

14 2. Reassignment of employees to vacant positions, if available, will
15 always take precedence over their bumping another employee; where multiple vacancies
16 are available, the County will reassign the employee to one.

17 3. If bumping is necessary, the least senior employee in the affected
18 classification in the department will be bumped.

19 4. If demotion is necessary, employees will be demoted to the
20 classification previously held or classification in the employee's promotional line that
21 results in the least reduction in pay; if the reduction in pay is equal, employees will be
22 demoted to the position that affords the greatest seniority.

23 5. Full time employees will be reassigned only to full time positions
24 and part time employees will be reassigned only to part time positions, unless
25 reassignment to the other status is the only available option other than layoff.

26 6. Shift assignment will not have an effect on the layoff process.

27 7. Employees who are reassigned to a position pursuant to these
28 provisions and do not accept that position will be deemed to have resigned.

29 8. Employees may not be reassigned to positions under this article
30 unless qualified to perform the duties of that position. Employees may be denied rights
31 otherwise available under these provisions only if they lack knowledge, skills or abilities
32 required for the position that are not easily learned on the job within ninety days.
33 Employees may be required to take and pass qualifying examinations in order to establish
34 their rights to specific positions.

1 **IV. Notice and Recall List**

2 A. Employees who are subject to reassignment, demotion, or layoff pursuant
3 to the provisions of this article shall receive a notice in writing at least fifteen (15) days
4 prior to such action. The notice shall state the reason for the action and shall further state
5 that the action does not reflect discredit on the employee. The Union will be provided a
6 copy of the notice.

7 B. Employees who are laid off, demoted, or reassigned to a lateral
8 classification and/or reassigned between full-time and part-time status will be placed on
9 the recall lists, according to seniority. Employees will be placed on all the recall lists that
10 meet the criteria below. (For example, employees who are demoted and reassigned from
11 full-time to part-time will be placed on the recall lists for full-time appointment in the
12 current classification, for part-time appointment in the higher classification, and for full-
13 time appointment in the higher classification.)

14 1. Employees who are laid off will be placed on the recall list for the
15 classification held by the employee at the beginning of the layoff process and all lower
16 classifications in the promotional line.

17 2. Employees who are demoted will be placed on the recall list for all
18 the classifications in the promotional line from the one held by the employee at the
19 beginning of the layoff process to, but not including, the one the employee demoted to.

20 3. Employees who are reassigned to a lateral classification or to a
21 classification previously held will be placed on the recall list for the classification held by
22 the employee at the beginning of the layoff process.

23 4. Employees who are reassigned from full-time to part-time will be
24 placed on the list for recall to full-time assignment.

25 5. Employees who are reassigned from part-time to full-time will be
26 placed on the list for recall to part-time assignment.

27 C. Employees who are reassigned to positions in the same classification,
28 resign, or elect to retire will not be placed on recall lists.

29 D. Employees will remain on a recall list for twenty-four months from the date
30 of placement on the list. Within that time period, employees will be removed from the
31 recall list only under the following circumstances:

32 1. Upon written request of the employee; or

33 2. Upon their retirement; or

- 1 3. Upon acceptance of permanent recall from the list; or
- 2 4. Upon declining an offer of permanent recall; or
- 3 5. Upon the employee's failure to respond to a certified letter sent to
- 4 the employee's last known address within fourteen days of mailing; or
- 5 6. Disciplinary termination for cause.

6 E. Employees who are laid off and are on recall list(s) and return to
7 permanent County employment for any reason will be treated as if they have been on a
8 leave of absence without pay for the purpose of computing seniority.

9 **V. Recall**

10 A. Employees on a recall list will be certified in order of seniority, before
11 applicants who qualify through examination, provided they are qualified to perform the
12 duties of the position. Employees on a recall list shall be offered appointment to
13 vacancies, in order of seniority, except when they lack knowledge, skills or abilities
14 required for the position that are not easily learned on the job within ninety (90) days.
15 Employees may be required to take and pass qualifying examinations in order to establish
16 their rights to specific positions. The hiring manager is required to state in writing what
17 qualification(s) the employee lacks that the position requires. The employee will remain
18 on the recall list for certification to other vacancies during his or her term of eligibility.

19 B. Failure to recall an employee, except as provided above, will be deemed a
20 dismissal of that employee for cause and will be reviewed and processed according to the
21 provisions of Article 17, Disciplinary Action.

22 **VI. Seniority Application**

23 A. The above terms for determination of seniority shall apply not only to the
24 layoff process, but also to other situations in which seniority is applied, including total
25 service for the purpose of vacation accrual rates.

26 B. For purposes of vacation bidding, the employee's original date of hire with
27 the County pursuant to "Section II.B" of this article, shall be used to determine vacation
28 selection in accordance with Article 8, Vacation Leave, "Section V."

29 C. Seniority determinations shall have no application to retirement matters.

30 D. The County agrees to make available to the Union upon request copies of
31 any personnel list the County maintains regarding seniority or classification changes.

1 **VII. Posting Process**

2 **A. Seniority List Posting**

3 Lists showing seniority within the County and seniority within classification
4 shall be provided to the Union and posted on all Union bulletin boards on or about March
5 1 and October 1 of each year.

6 **B. Seniority List Appeal Process**

7 **1. Errors on new lists**

8 Employees who have concerns about the calculation of their
9 seniority on any new list may consult with Employee Services within thirty (30) days of the
10 date the list was posted. If an employee's concerns remain unresolved, the Union may
11 file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days
12 of his or her initial consultation with Employee Services. If no grievance is filed within that
13 time, the seniority calculation is deemed correct. A grievance may be filed only with
14 respect to seniority accrued since the prior list.

15 **2. Clerical errors from previous lists**

16 The Parties recognize that the provisions of this article concerning
17 untimely appeals has lead to a number of claims concerning alleged clerical errors. To
18 provide a forum for such concerns, following the posting of the seniority list for November,
19 1998, employees or supervisors may on a one-time-only basis file a written complaint to
20 the Employee Services Division concerning such claims. The alleged errors must have
21 occurred no earlier than July 1, 1988. Any such claim should contain a detailed
22 description of the problem and attach any relevant documents. Following receipt of these
23 claims, the Union and a representative of Employee Services will meet and discuss these
24 matters. If the Union and the representative of Employee Services can resolve the
25 matter, their joint determination of the seniority dispute will be in writing, shall be placed in
26 the affected employee's personnel file, and shall be binding. No unresolved matter will be
27 subject to the grievance procedure.

28 **C. Promotional Line Posting**

29 A list showing the promotional lines for all classifications within the
30 bargaining unit shall be provided to the Union by the Employee Services Division and
31 posted on all Union bulletin boards on or about March 1 of each year.

VIII. Seniority of and Bumping by Exempt Employees and Other Bargaining Units

A. The only exempt employees, or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service and who have previously been a member of the General Employees Bargaining Unit or Juvenile Custody Service Specialist Bargaining Unit, or in a classification which subsequently became part of these units.

B. Only time served in Classified exempt and nonexempt status shall apply for bumping purposes.

C. It is recognized that employees who would be in the bargaining unit but for their confidential status may not bump bargaining unit employees or be bumped by them in the event of layoff. However, seniority between equivalent confidential and bargaining unit classifications is transferable into and out of the bargaining unit. For example, an Office Assistant 2 occupying a confidential position who transfers to an Office Assistant 2 position in the bargaining unit will retain seniority credit for time served in the confidential position. Likewise, an Office Assistant 2 occupying a bargaining unit position who transfers into a confidential position will retain seniority credit.

IX. Special Provisions to Save Employees From Layoff

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held or outside his or her promotional line shall be subject to a trial service period of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the County, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list. Such employees shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

ARTICLE 22

SHIFT AND WORK ASSIGNMENT

I. Transition

The terms of the prior Agreement between the parties shall govern matters of shift and work assignment through October 31, 1998. Effective for vacancies occurring on or after November 1, 1998, the terms provided in the following sections shall apply.

II. Vacancy Defined

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

E. Vacancies are declared as part of an annual signup process.

III. Temporary Assignments

Work assignments of ninety (90) days or less shall be solely at the discretion of management, provided that if an employee's schedule or shift is changed, the change shall be in accordance with the other provisions of this Agreement.

IV. Permanent Assignments

A. Annual Signup.

1. December 1998

Effective no later than December 15, 1998, or such other date as may be agreeable between the Union and the Division, the Manager of Custody Services will post the shift grid with specifications of the qualifications for each position to be filled January 1, 1999, or such other date as may be agreeable. Employees shall, in accordance with a sequencing procedure to be promulgated by the Manager, indicate their preference of positions to include shifts and days off.

1 **2. August 1998 and 1999**

2 Effective no later than August 15, 1999, and again in August 15,
3 2000, the above process shall be repeated for filling positions September 1, 1999 and
4 September 1, 2000 respectively.

5 **B. Selection**

6 If qualified, an employee will be granted his preference in the annual
7 signup on the basis of seniority unless another employee is substantially more
8 qualified.

9 **C. Vacancies Following the Annual Signup**

10 Effective upon the execution of the agreement, any vacancy except for
11 annual signup as provided in Section A above will be filled at the discretion of
12 management by new hires; provided, however, that management will give
13 consideration upon written request by an employee to changes of assignment based
14 on a major change of life circumstances; for example, a divorce which changed child
15 care arrangements.

16 **IV. Change of Hours of Work and Signup**

17 It is recognized that the annual signup system, except for new vacancies,
18 implies that the employees know in advance the hours of work arrangement which is
19 anticipated: for example, 5-8's or 4-10's. Except for new vacancies, the County
20 therefore agrees to make any changes in this shift system in tandem with the annual
21 signup. If this change in shift structure is contemplated as part of a budgetary process,
22 the Union will be given thirty (30) days notice prior to final action by the Board on the
23 budget or budget amendment. If no budgetary event is involved, the Union will be
24 given at least thirty (30) days notice prior to the annual posting. The purpose of this
25 notice is to provide the Union an opportunity to assess the impact, and suggest
26 alternatives.

ARTICLE 23
PERSONNEL RULES AND RECORDS

I. Personnel Rules

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information

A. Definition

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

B. Access to Personnel File Materials

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials

1. Letters of reprimand

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old.

2. Letters imposing other discipline

a. Single disciplinary acts

A single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old will be removed from an employee's personnel file upon his or her request.

b. Multiple disciplinary acts

If there is more than one letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed

1 until the most recent letter is more than five (5) years old. At that time it and all
2 previous disciplinary letters will be removed from the employee's personnel file upon
3 request. For the purposes of this subsection "letter" includes all attachments.

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ARTICLE 24

GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, or political affiliation. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or persons of a certain national origin.

B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

1 **III. Rules**

2 A. All work rules shall be subject to discussion with the Union before
3 becoming effective.

4 B. The County will provide new employees a copy of the Agreement and
5 applicable rules at time of hire.

6 C. The County agrees to furnish each affected employee in the bargaining
7 unit with a copy of all changes to work rules within thirty (30) days after they become
8 effective.

9 D. Any dispute as to the reasonableness of any new rule, or any dispute
10 involving discrimination in the application of new or existing rules may be resolved
11 through the grievance procedure beginning at Step 3.

12 E. Except in emergencies, all work rules shall be posted on bulletin boards
13 for a period of ten (10) consecutive work days prior to becoming effective.

14 **IV. Changes in Existing Conditions**

15 A. For the purpose of this Agreement, the term, "existing working
16 conditions," means practices which have been:

- 17 1. Consistent;
18 2. Clearly acted upon; and
19 3. Readily ascertainable over a reasonable period of time as
20 mutually accepted by the parties.

21 B. Existing working conditions shall be changed only after the Union has
22 been afforded opportunity to make suggestions and shall not be for arbitrary or
23 capricious reasons. The County shall post changes in existing working conditions
24 prominently on all bulletin boards for a period of not less than fourteen (14) days before
25 the changes are to be effective.

26 C. Disputes regarding the change of existing working conditions shall be
27 resolved through the grievance procedure beginning at Step 3.

28 D. No payment of monies made in error, or not authorized by proper
29 authority, shall be considered an existing condition. Such payments shall be governed
30 by Article 14, "Section VIII."

31 E. Conditions relative to and governing working conditions of a particular
32 nature are contained in Addenda B through G to this Agreement, which are attached
33 and by this reference made a part hereof as though fully set forth herein.

1 **V. Uniforms and Protective Clothing**

2 If an employee is required to wear a uniform, protective clothing, or any type of
3 protective device, such uniform, protective clothing, or protective device shall be
4 furnished by the County; the cost of initial tailoring and repair of the uniform or
5 protective clothing, or device shall be paid by the County, in accordance with the
6 current practice.

7 **VI. Loss of Personal Property**

8 **A. Procedure for Advancing Claims**

9 Employees who suffer a loss of personal property on County premises
10 shall be provided a claims form by the Risk Management Division upon request.
11 Premises, for this purpose, are defined as County facilities and vehicles. The Risk
12 Management Division shall provide the requesting employee with a determination in
13 writing by the County of the legal liability the County may have in the matter. The
14 County will pay claims for which it determines it has legal liability.

15 **B. Exclusion of Personal Vehicles**

16 Personal vehicles are expressly excluded from this provision. Loss or
17 damage to employees' personal vehicles are the sole responsibility of the employee.

ARTICLE 25
SAVINGS CLAUSE AND FUNDING

I. Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

II. Funding

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 26
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code 3.10 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

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2 **ARTICLE 27**
3 **TERMINATION**

4
5 This Agreement shall be effective as of the first day of July, 1998, unless
6 otherwise provided herein, and shall remain in full force and effect through the 30th day
7 of June, 2001, and shall be automatically renewed from year-to-year thereafter, unless
8 either party shall notify the other in writing no later than January 31, 2001, that it
9 wishes to modify the contract for any reason. The contract shall remain in full force
10 and effect during the period of negotiations.
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1 IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd
 2 day of October, 1998.

3
 4 **MULTNOMAH COUNTY EMPLOYEES**
 5 **UNION, LOCAL 88, AFSCME,**
 6 **AFL-CIO:**

7
 8 BY Joseph J. Derkumnick
 9 President

10
 11 **NEGOTIATED FOR THE UNION:**

12
 13
 14 BY Nick Buel
 15 Team Member

16
 17 BY Tim Macaste
 18 Team Member

19
 20 BY W. D. E. Brown
 21 Team Member

22
 23 BY Grant Fox
 24 Team Member

25
 26 BY Jim Younger
 27 Jim Younger
 28 Council Representative
 29 AFSCME Council 75

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 31
 32 **REVIEWED:**

33
 34 BY Thomas Sponsler
 35 Thomas Sponsler
 36 County Counsel
 37 Multnomah County, Oregon
 38
 39

MULTNOMAH COUNTY, OREGON
CHAIR:

BY Willy Stein
 County Chair

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS:

BY Sharon Kelly
 Commissioner

BY Sam H
 Commissioner

BY Lisa Nantz
 Commissioner

BY Crane J
 Commissioner

NEGOTIATED FOR THE COUNTY:

BY Kenneth Upton
 Kenneth Upton
 Labor Relations Manager
 Multnomah County, Oregon

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ADDENDUM A
CLASSIFICATION INCLUDED IN THE BARGAINING UNIT WITH
PAY RANGE

The parties recognize that as of the first of the month following the date of execution of this Agreement there will be only one classification remaining in the bargaining unit, that of Juvenile Custody Services Specialist. The rates for Juvenile Custody Services Specialist Supervisor are included below for the purpose of calculation of back pay and transition.

Table I

Juvenile Custody Services Specialist Contract
07/01/98 rates

JCN TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC	14.98	15.42	15.87	16.36	16.83	17.37	18.05	18.79	19.35	0.00
6274 JUVENILE CUSTODY SERVICES SUPR	18.79	19.36	19.91	20.49	21.12	21.72	22.59	23.49	0.00	0.00

Rates shown are 6/30/98 rates increased by 3%

Table II

Juvenile Custody Services Specialist Contract
11/16/98 rates

JCN TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC	14.13	14.55	14.97	15.43	15.88	16.39	17.02	17.72	18.26	0.00
6274 JUVENILE CUSTODY SERVICES SUPR	17.72	18.27	18.78	19.33	19.92	20.49	21.31	22.16	0.00	0.00

Rates shown are 7/01/98 rates adjusted in accordance with Article 14, Section 1.B. to reflect the return to County "pick-up" of employee PERS contribution.

ADDENDUM B
LEADWORKER ASSIGNMENT AND PAY

I. Assignment and Selection

Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

II. New Classifications

When in the judgment of the County, new lead worker assignments are necessary, the County shall establish a lead pay rate therefore and provide the Union with a copy of the new lead pay rate.

III. Pay Rate

The lead pay rate for the Juvenile Custody Services Specialist classification shall be calculated by increasing the base hourly pay rates by six and eight tenths percent (6.8%).

IV. Filling of Temporary Vacancies: Leadworker and Juvenile Custody Services Supervisor

The County shall solicit the names of employees who are interested in working either as Leadworker or Juvenile Groupwork Supervisor in the event of temporary vacancies, e.g., due to illness. The County shall compile from such volunteers a list of employees it deems qualified and suitable to work on a temporary upgrade basis as either a Leadworker and/or Juvenile Groupwork Supervisor. Unless such assignment would result in payment of overtime, the County shall attempt to contact and select an employee from the appropriate list before making an offer to an on-call worker, provided that any attempt to contact employees on the list shall be limited to six (6) individuals. When an employee elects to work as a Leadworker or a Juvenile Groupwork Supervisor, and such election would require a change of shift of hours, the schedule change requirements of this agreement shall be deemed waived.

ADDENDUM C
AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES

I. Auto Allowance

A. Payment

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use

1. Designation

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

An employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of thirty dollars (\$30.00) per month, fifteen dollars (\$15.00) per month for part-time employees, provided that he or she is assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

1 **D. Payment Rules for Alterations in Work Site**

2 **1. Temporary reporting place**

3 Whenever an employee is temporarily required to report to work
4 at any location more distant from his or her home than his or her permanent place of
5 reporting, the employee shall be paid for the use of his or her personal transportation
6 at the rate provided in "Section B" or "Section C" above as appropriate for additional
7 miles traveled. This provision will not apply when there is a permanent change in
8 reporting location as determined by management with ten (10) days written notice to
9 the affected employees and the Union. In instances in which an employee has no
10 permanent reporting place, the County will designate one (1) work site as a
11 "permanent place of reporting" for purposes of mileage reimbursement.

12 **2. Secondary reporting place**

13 Whenever an employee reports to his or her permanent place of
14 reporting and is required to use his or her personal transportation to report for work at
15 another location, the employee shall be paid for the additional miles traveled to and
16 from the secondary reporting place in accordance with "Section B" or "Section C"
17 above as appropriate. The time involved in traveling from the permanent reporting
18 place to and from the secondary reporting place to the permanent reporting place shall
19 be considered time worked for pay purposes.

20 **II. Incidental Parking**

21 It is recognized that there has arisen an inconsistent practice of reimbursing
22 employees for incidental parking charges when employees on a non-commuter basis
23 are required to use their automobile for driving into downtown Portland or elsewhere
24 parking is charged. Effective September 1, 1998, and subject to procedural regulation
25 or supervisory direction as to time, place and circumstances of use, such parking
26 charges shall be reimbursed.

27 **III. Bus Pass**

28 **A. Statement of Purpose**

29 For the purposes of encouraging employees to use mass transit as part
30 of the County's ride reduction program under the Oregon Department of Environmental
31 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the
32 County's commitment to limiting traffic congestion and promoting clean air, each

1 employee shall be eligible to receive a bus pass partially subsidized by the County for
2 the employee's personal use effective the month of November, 1998, and thereafter.

3 **B. Scope of Subsidy**

4 1. The bus pass provided for under "Section A" above will be made
5 available upon payment by the employee of twenty-five percent (25%) of the cost of
6 such pass; provided, however, that the County may require that the employee pay a
7 higher percentage if the County's subsidy exceeds the IRS standard for a de minimis
8 employee benefit.

9 2. This program shall extend to both Tri-Met and C-Tran passes to
10 all zones.

11 **C. Procedural Requirements**

12 The procedural requirements for payment and verification that the pass
13 has been used solely by the employee shall be the same as apply to exempt
14 employees. Such requirements may change from time to time to ensure efficient and
15 effective implementation of the program.

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ADDENDUM D
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol

1 containers for gift purposes; supervisors must be notified when such containers are
2 brought to the work place. The "work place" includes vehicles parked on County
3 property.

4 b. Not possess, consume, manufacture, distribute, cause to
5 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place
6 except when lawfully required as part of the job.

7 c. Not distribute, dispense or sell prescription medications
8 except when lawfully required as part of the job.

9 d. Not possess or consume prescription medications without
10 a valid prescription.

11 **2. Possession, consumption, and distribution of alcohol and**
12 **drugs while off duty on County premises**

13 Employees shall:

14 a. Not use, possess, or distribute illegal drugs.

15 b. Not use or distribute alcohol without authorization.

16 **3. Fitness for duty**

17 Employees shall:

18 a. Not report for duty while "under the influence" of alcohol
19 or drugs. An individual is considered to be "under the influence" of alcohol if a
20 breathalyzer test indicates the presence of alcohol at or above the .04% level. An
21 individual is considered to be "under the influence" of drugs when testing indicates the
22 presence of controlled substances at or above the levels applying to CDL holders.

23 b. Not render themselves unfit to fully perform work duties
24 because of the use of alcohol or illegal drugs, or because of the abuse of prescription
25 or non-prescription medications.

26 c. Comply with legally mandated occupational
27 requirements, whether or not they are specifically included in this policy. For example,
28 by law holders of Commercial Drivers Licenses (CDL's) may not perform safety
29 sensitive functions, such as driving, at or above the .02% level.

30 d. Not be absent from work because of the use of alcohol or
31 illegal drugs, or because of the abuse of prescription or non-prescription medications,
32 except when absent to participate in a bona fide assessment and rehabilitation
33 program while on FMLA leave.

34 e. Inform themselves of the effects of any prescription or

1 non-prescription medications by obtaining information from health care providers,
2 pharmacists, medication packages and brochures, or other authoritative sources in
3 advance of performing work duties.

4 f. Notify their supervisors in advance when their use of
5 prescription or non-prescription medications may interfere with the safe and efficient
6 performance of duties.

7 **4. Cooperation with Policy Administration**

8 Employees shall:

9 a. Not interfere with the administration of this Drug Policy.
10 Examples include, but are not limited to, the following: tainting, tampering, or
11 substitution of urine samples; falsifying information regarding the use of prescribed
12 medications or controlled substances; or failure to cooperate with any tests outlined in
13 this policy to determine the presence of drugs or alcohol.

14 b. Provide within twenty four (24) hours of request a current
15 valid prescription in the employee's name for any drug or medication which the
16 employee alleges gave rise to reasonable suspicion of being under the influence of
17 alcohol or drugs.

18 c. Respond fully and accurately to inquiries from the
19 County's Medical Review Officer (MRO); authorize MRO contact with treating health
20 care providers upon request.

21 d. Complete any assessments or treatment programs
22 required under this Policy.

23 e. Sign a waiver upon request authorizing treatment
24 providers to disclose confidential information necessary to verify successful completion
25 of any assessment or treatment program required under this Policy.

26 f. Disclose promptly (upon the next working day) and fully
27 to his/her supervisor:

28 i. All drug or alcohol-related arrests, citations,
29 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct
30 which occurred while he or she was on duty, on County property, or in a County
31 vehicle; or

32 ii. Any other violation of laws regulating use of
33 alcohol and controlled substances which adversely affects an employee's ability to
34 perform major job functions, specifically to include loss or limitation of driving privileges

1 when the employee's job is identified as requiring a valid license.

2 **C. Levels of Discipline**

3 1. The level of discipline imposed on non-probationary employees
4 for violation of the Alcohol and Drug Policy Work Rules above or other violations
5 resulting from the use of alcohol or drugs will be according to the provisions of Article
6 17, Disciplinary Action.

7 2. Employees will be held fully accountable for their behavior. Use
8 of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline
9 imposed for rule violations, misconduct, or poor performance except as specifically
10 provided in the section on last chance agreements below.

11 3. The Parties acknowledge that, all other things being equal,
12 certain duties imply a higher standard of accountability for compliance with the
13 requirements of this policy than others. These duties include, but are not limited to, the
14 following:

- 15 a. Carrying firearms,
- 16 b. Work in the criminal justice system,
- 17 c. Responsibility for public safety or the safety of co-
18 workers,
- 19 d. Handling narcotics or other controlled substances,
- 20 e. Handling hazardous equipment or materials,
- 21 f. Influencing the behavior of minors, and
- 22 g. Holding a Commercial Drivers License.

23 4. In instances in which the County determines that an employee's
24 conduct warrants termination, and the employee is diagnosed as having a chemical
25 dependency by a Substance Abuse Professional (SAP) as provided for in "Section D"
26 below, the County may offer the employee continued employment under the terms of a
27 last chance agreement, an example of which is included as an attachment to this
28 addendum.

29 a. Any Last Chance Agreement will include but not be
30 limited to the following:

31 i. The requirement that the employee enroll,
32 participate in, and successfully complete a treatment program as recommended by the
33 Substance Abuse Professional;

1 ii. The right for the County to administer any number
2 of unannounced follow up drug or alcohol tests at any time during the work day for a
3 period of two (2) years from completion of any required treatment or education
4 program;

5 iii. The signatures of the employee's supervisor, the
6 employee, and the employee's Union representative.

7 b. The offer of a Last Chance Agreement will not set
8 precedent for the discipline of other employees in the future. Any discipline
9 incorporated in a Last Chance Agreement may not be grieved under the provisions of
10 Article 18, Grievance Procedure.

11 **D. Mandatory Assessment and Treatment**

12 1. Employees who are disciplined for conduct which is related to
13 the use of alcohol or drugs may be required to undergo assessment and to complete a
14 program of education and/or treatment prescribed by a Substance Abuse Professional
15 selected by the County. Employees who test positive for alcohol or controlled
16 substances will be required to undergo assessment at the earliest opportunity,
17 regardless of whether disciplinary action has been taken.

18 2. The County will verify employees' attendance, and that the
19 assessment and treatment have been completed. This verification and any other
20 information concerning alcohol and drug dependency will be treated as confidential
21 medical information per applicable state and federal law and County Administrative
22 Procedures.

23 3. Policy on the use of leave for assessment and treatment will be
24 the same as for any other illness.

25 **E. Return to Work Testing**

26 Employees who test positive for being "under the influence" of drugs
27 may be required to test negative before returning to work. *(Note that Federal law*
28 *requires CDL holders performing safety sensitive functions to undergo return to work*
29 *testing after a positive alcohol or drug test.)*

30 **IV. Testing**

31 **A. Basis for Testing**

32 1. All employees may be tested:
33 a. Based on reasonable suspicion of being "under the
34 influence" of alcohol or prohibited drugs;

1
2 b. Before returning to work after testing positive for being
3 "under the influence" of alcohol or drugs, or

4 c. As part of a program of unannounced follow-up testing
5 provided for in a Last Chance Agreement.

6 2. An employee applying for a different County position will be
7 subject to testing on the same basis, and using the same procedures and methods, as
8 outside applicants.

9 3. Holders of Commercial Drivers Licenses shall be subject to the
10 testing requirements of federal law, in addition to the requirements herein which apply
11 to all employees. For example, unlike other employees, CDL holders will be subject to
12 legally required random testing and testing following certain kinds of accidents.

13 **B. Establishing Reasonable Suspicion**

14 **1. Definition**

15 a. "Reasonable suspicion" is a set of objective and specific
16 observations or facts which lead a supervisor to suspect that an employee is under the
17 influence of drugs, controlled substances, or alcohol. Examples include, but are not
18 limited to: slurred speech, alcohol on the breath, loss of balance or coordination,
19 dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent
20 pattern of unexplained absenteeism, erratic work performance, persistent poor
21 judgment, difficulty concentrating, theft from office or from other persons, unexplained
22 absences during office hours, or employee's admission of use of prohibited
23 substances.

24 b. Lead workers who oversee day to day work activities are
25 "supervisors" for the purposes of establishing reasonable suspicion and directing
26 employees to be tested on that basis. This provision applies to lead workers who
27 supervise or act as lead workers as part of their job description, (such as Corrections
28 Records Supervisors and Maintenance Crew Leaders), as well as to those who receive
29 premium pay under Addendum B, Lead Worker Assignment and Pay.

30 **2. Supervisory training**

31 The County will provide training to all supervisors on establishing
32 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors
33 who have not been trained will not have the authority to direct employees to be tested
34 on the basis of reasonable suspicion of being under the influence.

1 **3. Additional precautions**

2 Application of the "Reasonable Suspicion" standard to any
3 employee in this bargaining unit shall include the following additional precautions:

4 a. The supervisor shall articulate orally a summary of the
5 specific facts which form the basis for believing that the employee is under the
6 influence of drugs or alcohol; and

7 b. The supervisor shall provide upon request within forty
8 eight (48) hours of the oral determination of "reasonable suspicion" a written
9 specification of the grounds for reasonable suspicion; and

10 c. Except in field or shift circumstances, which render
11 contact difficult, no supervisor shall refer an employee for a drug or alcohol test based
12 on "reasonable suspicion" unless the supervisor has consulted with another supervisor
13 or exempt person regarding the grounds for the suspicion.

14 **C. Testing Methodology**

15 1. Testing procedures for all employees will be governed by the
16 same standards as apply to CDL drivers under federal law. These standards include,
17 but are not limited to, those governing sample acquisition, the chain of custody,
18 laboratory selection, testing methods and procedures, and verification of test results.

19 2. In accordance with CDL standards, the County will contract with
20 a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He
21 or she will review preliminary positive test results with employees and any relevant
22 health care providers before the results are reported to the County. Based on his or
23 her professional judgment, he or she may change the preliminary test result to
24 negative. The County will not be able to distinguish a test result that is negative by
25 MRO intervention from any other negative result.

26 3. In addition to compliance with federal guidelines, the following
27 safeguards will also be applied:

28 a. Test results will be issued by the MRO or the testing
29 laboratory only to the investigatory or supervisory personnel designated by the County.
30 The results will be sent by certified mail or hand-delivered to the employee within three
31 working days of receipt of results by the County.

32 b. If an employee disagrees with the results of the alcohol or
33 drug test, the employee may request, in writing within five (5) days of receipt of test
34 results, that the sample be re-tested at the employee's expense by the testing

1 laboratory. The result of any such retest will be deemed final and binding and not
2 subject to any further test. Failure to make a timely written request for a retest shall be
3 deemed acceptance of the test results. If an employee requests a retest, any
4 disciplinary action shall be stayed pending the results of the re-testing.

5 c. Test reports are medical records, and will be handled
6 according to applicable state and federal law and County Administrative Procedures
7 which insure the confidentiality of such records.

8 **V. Definitions**

9 **A. Alcohol:**

10 Ethyl alcohol and all beverages or liquids containing ethyl alcohol.
11 Levels of alcohol present in the body will be measured using a breathalyzer test.

12 **B. Controlled Substance:**

13 All forms of narcotics, depressants, stimulants, analgesics,
14 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal
15 Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035,
16 whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

17 **C. County:**

18 Multnomah County, Oregon.

19 **D. Drug Paraphernalia:**

20 Drug paraphernalia means any and all equipment, products, and
21 materials of any kind, as more particularly defined in ORS 475.525(2), which are or can
22 be used in connection with the production, delivery, or use of a controlled substance as
23 that term is defined by ORS 475.005.

24 **E. Drug Test:**

25 A laboratory analysis of a urine sample to determine the presence of
26 certain prohibited drugs or their metabolites in the body.

27 **F. Drugs:**

28 Controlled substances, designer drugs (drug substances not approved
29 for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food
30 and Drug Administration), and/or over-the-counter preparations available without a
31 prescription from a medical doctor that are capable of impairing an employee's mental
32 or physical ability to safely, efficiently, and accurately perform work duties.

1 **G. Medical Review Officer (MRO):**

2 A medical doctor trained in toxicology who contracts with employers
3 primarily to review positive preliminary drug test results with employees. The MRO
4 determines whether or not the results are likely to have been caused by factors other
5 than drug abuse.

6 **H. On Duty:**

7 The period of time during which an employee is engaged in activities
8 which are compensable as work performed on behalf of the County, or the period of
9 time before or after work when an employee is wearing a uniform, badge, or other
10 insignia provided by the County, or operating a vehicle or equipment which identifies
11 Multnomah County.

12 **I. Prescription Medication:**

13 A medication for which an employee is required by law to have a valid,
14 current prescription.

15 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
16 **Alcohol:**

17 See "Section IV. B. 1. a" above.

18 **K. Substance Abuse Professional (SAP):**

19 A licensed physician, or licensed or certified psychologist, social worker,
20 employee assistance professional, or addiction counselor with knowledge of and
21 clinical experience in the diagnosis and treatment of alcohol and controlled substance-
22 related disorders.

23 **L. Under the Influence of Alcohol:**

24 See "Section II. B. 2" above.

25 **M. Under the Influence of Drugs:**

26 See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

6. It is understood that this agreement constitutes a final warning.

LAST CHANCE AGREEMENT

1 7. I understand the Employee Assistance Program is available to me should
2 personal problems arise in the future that may have an effect on my ability to
3 remain in compliance with the Drug and Alcohol Policy and/or this agreement.
4

5 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time
6 in the future is cause for termination.
7

8 9. I realize that my employment will be terminated if I fail to meet the expectations
9 outlined in this Agreement and the letter attached.
10

11 Disciplinary Action

12 I understand that the disciplinary action imposed in the attached letter may not be
13 grieved under the grievance procedure in the Local 88 contract.
14

15 Personal Commitment

16 I pledge and agree to abide by the terms of this agreement. I understand that a
17 violation of or noncompliance with any of these terms will result in my being terminated.
18 Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs
19 (including alcohol). I hereby consent to the County's contacting any treatment or health
20 care provider who may have information on my alcohol or drug dependency condition
21 and/or compliance with the terms of this agreement and authorize the provider to
22 furnish such information to the County.
23

24 I understand the terms and conditions of this letter. I also understand that, except as
25 expressly stated in this agreement, my terms and conditions of employment will be
26 determined by the County's policies and rules, and that this agreement does not
27 guarantee me employment for any set period of time. I have had sufficient time to
28 study it away from the work place and to consult anyone I desire about it. I sign it free
29 of any duress or coercion. This letter will become part of my personnel file.
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(Employee)

(Date)

(Exempt Employee With
Disciplinary Authority)**

(Date)

(Labor Representative)

(Date)

(Employee's Immediate
Exempt Supervisor***)
(optional)

(Date)

(Multnomah County

(Date)

Labor Relations, if applicable*)

Footnotes:

* Necessary only if terms of the Labor Agreement are waived or excepted.

** Always necessary.

*** Optional in cases in which immediate supervisor does not have termination authority.

MEETING DATE: OCT 22 1998
AGENDA NO: R-3
ESTIMATED START TIME: 9:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Dissolution and liquidation of Section Line Drainage District

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

REGULAR MEETING: DATE REQUESTED: October 22, 1998
AMOUNT OF TIME NEEDED: 10 min.

DEPARTMENT: ND DIVISION: County Counsel

CONTACT: Thomas Sponsler TELEPHONE #: 248-3138
BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Dissolution and liquidation of the Section Line Drainage District pursuant to
ORS 198.330 et seq.

10/27/98 copies to Tom Sponsler

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Thomas Sponsler

98 OCT 13 PM 12:15
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER'S
STAMP

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



OFFICE OF MULTNOMAH COUNTY COUNSEL

THOMAS SPONSLER
County Counsel

SANDRA N. DUFFY
Chief Assistant

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

FAX 248-3377
(503) 248-3138

SUSAN DUNAWAY
KATIE GAETJENS
GERALD H. ITKIN
JEFFREY B. LITWAK
STEVEN J. NEMIROW
MATTHEW O. RYAN
AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
Assistants

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: County Counsel

DATE: October 14, 1998

RE: Dissolution of Section Line Drainage District ("District") and
Transfer of Assets

1. **Action Requested:**

Adoption of the Resolution to set a hearing to dissolve the District and transfer District assets.

2. **Background/Analysis:**

The Section Line Drainage District lies within the Fairview Creek Basin and was created prior to 1940 under ORS 547 to handle runoff drainage water from surrounding farmland. It owns two small parcels of property, Tax Lot 1100 (.11 acre) and Tax Lot 2100 (.18 acre). The only other known asset is the sum of \$200 held in the United States District Court Registry for a pipeline easement over Tax Lot 1100 granted Northwest Pipeline corporation in condemnation proceedings, Case No. CV '95-974-AS. The District has not elected board members and has been inactive since the 1970's. Gresham annexed property in 1974 that included the entire District and is in the process of planning and designing a stormwater project for the Fairview Creek Basin that includes the two parcels. Gresham has requested dissolution of the District and transfer of the property to the City.

ORS 198.330 *et seq.* authorizes the Board of Commissioners to dissolve an inactive District and liquidate assets if the District has no elected board members and

dissolution is determined to be in the best interest of the people of the County. The Board of Commissioners may act as a board of trustees on behalf of the inactive District.

3. Financial Impact:

County Counsel has incurred expenses associated with newspaper publications of the notice of hearing and preparation of the deeds for transferring the property to Gresham. There will be no long-term impact on County finances.

4. Legal Issues:

State law provides for the dissolution of inactive special districts.

5. Controversial Issues:

No public controversy is expected at the public hearing on November 12, 1998, or from the dissolution of the District and liquidation of its assets.

6. Link to Current County Policies:

There are no conflicts with County policies and this action furthers good government benchmark by terminating an unneeded government unit.

7. Citizen Participation:

Notice of dissolution hearing will be published in a newspaper once a week for three successive weeks. Any interested persons may appear and be heard at the Board hearing.

Daily Journal of Commerce
October 23, 30, November 6, 1998.

8. Other Government Participation:

The City of Gresham has requested dissolution of the District and transfer of the property to the City.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 98-170

RELATING TO THE DISSOLUTION AND LIQUIDATION OF THE SECTION LINE
DRAINAGE DISTRICT (ORS 198.330 *ET SEQ.*)

The Multnomah County Board of County Commissioners finds:

- (a) The Section Line Drainage District (District) owns two parcels of property in the City of Gresham: TL 2100, Section 4CB, T1S, R3E, Multnomah County (.18 acre) and TL 1100, Section 5DA, T1S, R3E, Multnomah County (.11 acre). (Exhibit A, map of District and deeds dated June 29, 1923, May 29, 1956 and March 22, 1965).
- (b) The only other known asset of the District is the sum of \$200 shown on the registry of the United States District Court. This sum is the amount due the District from funds paid by Northwest Pipeline Corporation in a condemnation suit, Case No. CV '95-974-AS, for a pipeline easement through Tax Lot 1100.
- (c) The District lies within the Fairview Creek Basin and was created prior to 1940 under the authority of ORS chapter 547 for the purpose of handling run-off drainage water from surrounding rural farmland along Division and Birdsedale Avenue (now 202nd).
- (d) Multnomah County Assessment & Taxation records show the District is tax exempt.
- (e) Tax Supervising and Conservation Commission records show the last budget on file for the District was for 1964.
- (f) On August 20, 1968, and January 21, 1971, the District submitted written requests to Multnomah County to investigate and consider formation of a County Service District to assume the operation and maintenance of the District. District board members Frank Battaglia, A. D. Ekstrom, D. W. Arnell and Verl Shoull signed the second request.
- (g) City of Gresham consent to the formation of a County Service District was necessary because part of the District was within the city. The Gresham City Council consented to formation of a County Service District on March 17, 1971.

- (h) Local municipalities considered formation of a regional improvement district. It would have addressed surface drainage problems throughout the area including Fairview Creek Basin and Johnson Creek Basin. Such a district was not formed.
- (i) The last known District action was a letter to Robert Nordlander, County of Multnomah, dated October 7, 1972, from D. W. Arnell, Secretary of the District.
- (j) In 1974 the City of Gresham annexed property that included the entire District territory.
- (k) The City of Gresham is now planning and designing a stormwater project for the Fairview Creek Basin. The project will require channel improvements to Fairview Creek involving the two parcels of property owned by the District.
- (l) The City of Gresham on June 9, 1995 formally requested the dissolution of the District and transfer of the property to the City.
- (m) In support of its request for dissolution and liquidation of the District, the City of Gresham investigated the status of the District. There were no records of the election of District board members or any District actions since the early 1970's. There was also no record that the District had been dissolved.
- (n) Northwest Pipeline Corporation obtained an Order of Default against the District on October 20, 1995, in its condemnation suit for a pipeline easement over Tax Lot 1100 filed in the United States District Court for the District of Oregon, Case No. CV '95-974-AS. On January 3, 1996, the Court entered a Judgment in which just compensation for the condemned easement was established at \$200.00.
- (o) The District has failed regularly to elect District board members in accordance with ORS Chapter 547.
- (p) ORS 198.330 *et seq.* authorizes the Board of Commissioners to initiate dissolution procedures if a district has no elected board members and dissolution is determined to be in the best interest of the people of the county. The Board of Commissioners may act as a board of trustees on behalf of the district in the absence of qualified district board members.
- (q) This resolution containing the only known financial information about the District shall be considered the financial statement required by ORS 198.355(1).

(r) Plan for dissolution and liquidation:

- (1) The Section Line Drainage District shall be dissolved and its assets liquidated.
- (2) The only known assets of the District are the sum of \$200 held in the United States District Court Registry and two parcels of property in the City of Gresham: TL 2100, Section 4CB, T1S, R3E, Multnomah County (.18 acre) and TL 1100, Section 5DA, T1S, R3E, Multnomah County (.18 acre). There are no known liabilities of the District.
- (3) The Board of Commissioners will act as a board of trustees on behalf of the District in the absence of qualified District board members and shall publish notice of hearing on the dissolution and liquidation of the District in the Daily Journal of Commerce, a newspaper of general circulation within Multnomah County and designated by the Board of Commissioners for legal publications.
- (4) Upon entering an order of dissolution, the Board of Commissioners will file an Order for Disbursement of Funds with the United States District Court of the District of Oregon, Case No. CV '95-974-AS, directing that the \$200 held in the Court Registry be disbursed to Multnomah County, and will execute deeds transferring the District real property to the City of Gresham.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. It is in the best interest of the people of the Multnomah County that the Section Line Drainage District is dissolved and its assets liquidated.
2. The above findings of fact and plan for dissolution are approved.
3. A hearing on the question of District dissolution shall be set for November 12, 1998 before the Board of Commissioners.
4. Notice of the hearing shall be published once a week for three consecutive weeks in the Daily Journal of Commerce, a newspaper of general circulation within the county, with the first publication on October 23, 1998.
5. At the conclusion of the hearing, the Board of Commissioners may approve an order dissolving the Section Line Drainage District, authorizing an order be filed in the U.S. District Court, Case No.

CV '95-974-AS, disbursing the sum of \$200.00 to Multnomah County, and authorizing the Chair to execute deeds transferring the two parcels of property to the City of Gresham.

ADOPTED this 22nd day of October, 1998.

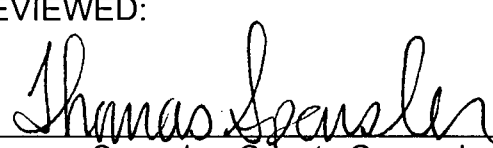


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

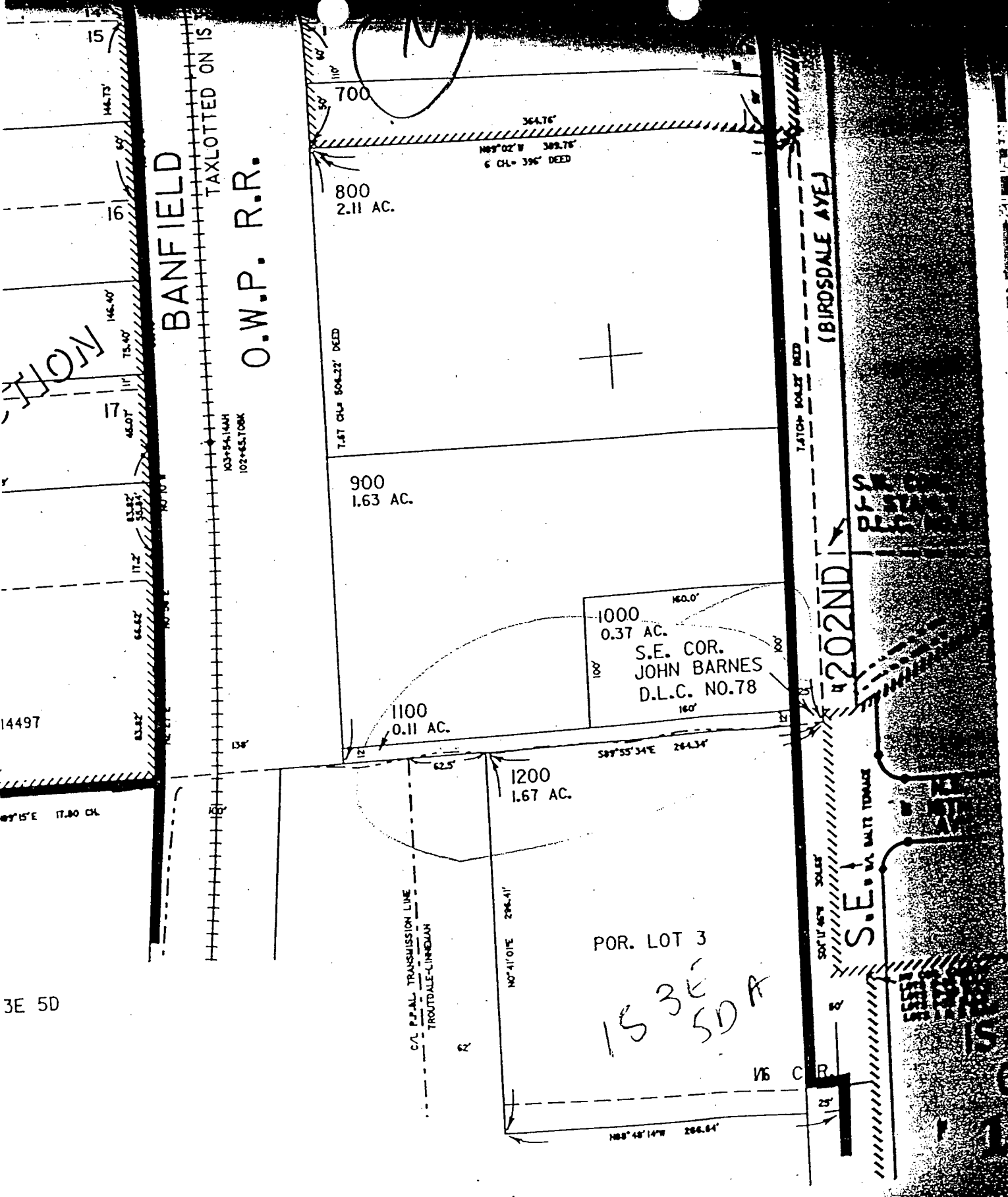
By


Beverly Stein, Chair

REVIEWED:


Thomas Sponsler, County Counsel

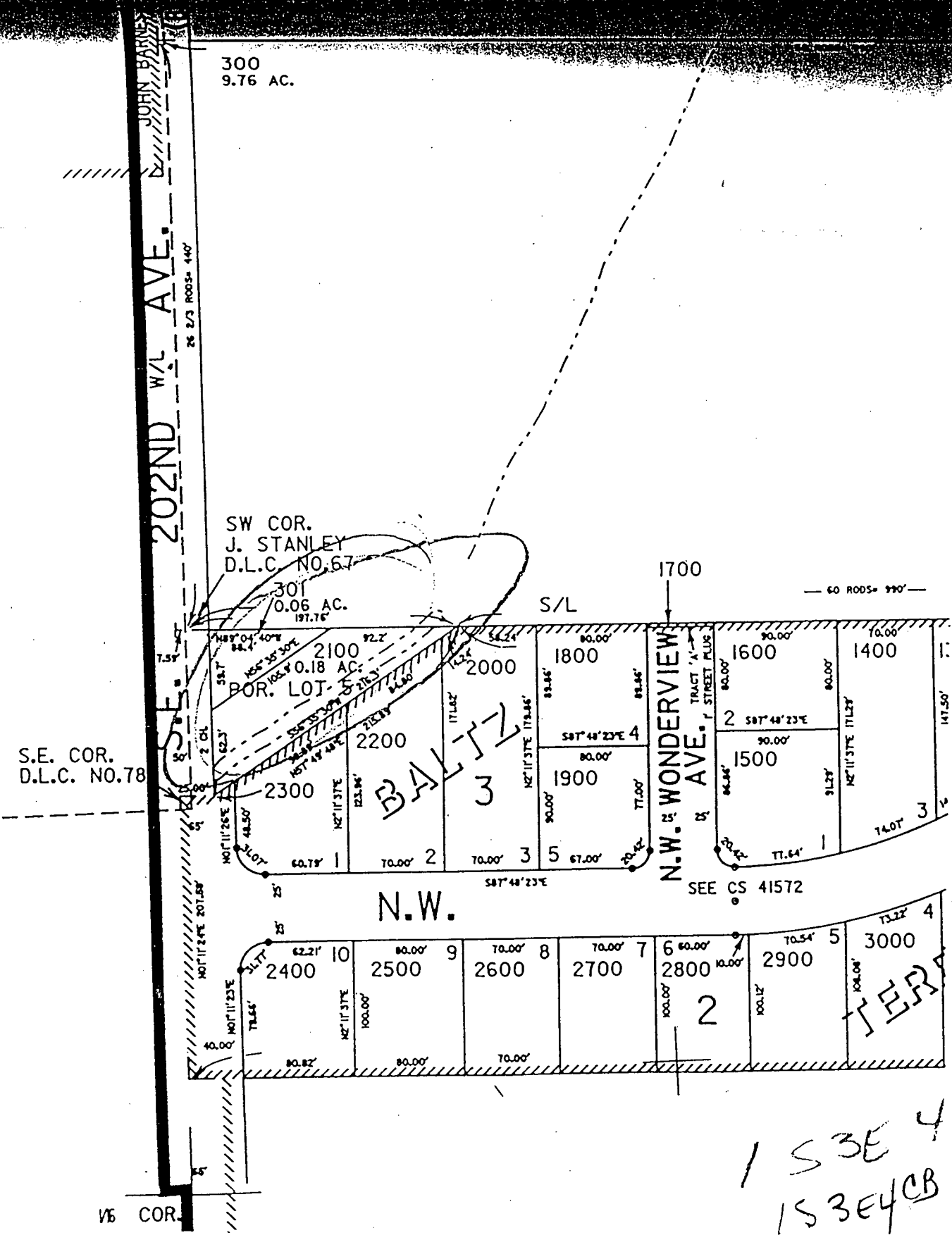
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NOT

POR. LOT 3
15 3E 5D A

SEE MAP IS 3E 5DA



KNOW ALL MEN BY THESE PRESENTS, that E. P. BALTZ and MARJORY BALTZ, husband and wife, in consideration of FIVE HUNDRED SEVENTY DOLLARS (\$570.00) to them paid by SECTION LINE DRAINAGE DISTRICT, a public corporation, do hereby grant, bargain, sell and convey unto the said grantees, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah and State of Oregon, bounded and described as follows, to-wit:

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

Beginning at a point in the East line of S.E. 202nd Avenue (Birdedale Road), 59.7 feet South along said East line from the South line of the Jeremiah Stanley Donation Land Claim; thence North $56^{\circ}35'30''$ East 105.9 feet to the South line of said Stanley Donation Land Claim; thence South $89^{\circ}04'40''$ East along said South line 92.2 feet to an iron pipe; thence South $56^{\circ}35'30''$ West 216.31 feet, to a point in the East line of S.E. 202nd Avenue; thence North along said East line 62.3 feet to point of beginning.

TO HAVE AND TO HOLD the above described and granted premises unto the said grantees, its successors and assigns forever.

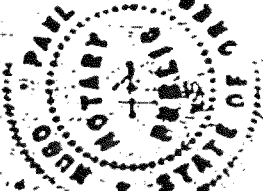
And the grantors do covenant that they are lawfully seized in fee simple of the above granted premises free from all encumbrances, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

WITNESS their hands and seals this 29th day of May, 1956.

E. P. Baltz (SEAL)
Marjory Baltz (SEAL)

STATE OF OREGON)
County of Multnomah) ss

On this 29th day of May, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. P. BALTZ and MARJORY BALTZ, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Paul
Notary Public for Oregon
My Commission expires: 1-18-58

SSC

KNOW ALL MEN BY THESE PRESENTS, That JOSEPH HONG, a single person; GEORGE HONG, a single person; FRANK HONG, a single person; RUTH HONG, a single person; and LAURA HONG, a single person, hereinafter called the grantor, in consideration of TEN and no/100 (\$10.00) Dollars, and other good and valuable consideration to grantor paid by HONG, INC., an Oregon Corporation, hereinafter called the grantee,

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

Beginning at the southeast corner of the John Barnes Donation Land Claim which point is on the section line between Sections 4 and 5, Township 1 South, Range 3 East of the Willamette Meridian, running thence Northerly tracing the East line of said Donation Land Claim, 7.67 chains to the south line of a certain piece of land sold by Stephen Roberts and wife to George Gruber; thence Westerly tracing said Southerly line 6 chains to a point; thence South 7.67 chains to the South line of said John Barnes Donation Land Claim; thence Easterly tracing said South line 6 chains to the place of beginning. Same being a part of the John Barnes Donation Land Claim, in the County of Multnomah and State of Oregon.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand and seal this 22 day of March, 19 65.

NOTARY
PUBLIC
STATE OF OREGON

HONG, INC.
CORPORATE OF OREGON, County of Washington
Jas. on March 22nd, 19 65

Personally appeared the above named Joseph Hong, George Hong, Frank Hong, Ruth Hong, and Laura Hong

and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Before me:

Notary Public for Oregon

My commission expires

On Page 31

268

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WARRANTY DEED

Joseph Hong et al

TO

HONG, INC.

AFTER RECORDING RETURN TO

Neil W Bush
122 N 3rd St
Hillsboro, Ore

STATE OF OREGON, ss.
County of Multnomah, ss.
I, Si Cohn, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County at

DEED

1965 APR 8 AM 11 13

SI COHN, CO. CLERK
MULTNOMAH COUNTY
OREGON

On Page 31

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Witness my hand and seal of office affixed.

SI COHN,

County Clerk.

Deputy.

Form Co. Clerk's Recording Certificate

4. 8. 7. 5.

5.

THIS DEED, made this 29th day of June A D 1923, by and between R M Werby and Elsie Werby, his wife, parties of the firstpart, and the Section Line Drainage District, a municipal corporation, party of the second part,

WITNESSETH: WHEREAS, there is a controversy existing between the said parties as to the construction and maintenance of a drainage ditch by the said party of the second part on the south side of and adjacent to the lands of the said party of the first party heretofore described, and the said controversy has culminated in a suit for injunction now pending in the Circuit Court of the State of Oregon, for Multnomah County, by the said party of the second part against the said R M Werby, Register No. K-2997, and the said parties do now desire to mutually compromise and settle all phases of the said controversy

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth the said parties of the firstpart have bargained and sold, and do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real property situated in Multnomah County, Oregon, to-wit

The South 12 ft. of the following tract, which said tract is described as, beginning at the Southeast corner of John Burns' Donation Land Claim in Section 5, Township 1, South Range 3, East of the Willamette Meridian; running thence North 7.57 chains; thence West 6 chains; thence South 7.57 chains; thence West 10-15' East 6 chains to the place of beginning

And also an easement to construct and maintain a ditch in the county road on the east side of the said described tract not to exceed 12 ft. in width from east to west bounded on the west by the west line of the said county road, and extending along the said county road from the Southeast corner of said tract 150 ft. more or less, to the northerly end of the said ditch as it now exists along the east side of the said tract

\$50 U S I R S (Cancelled)

TO HAVE AND TO HOLD, all and singular the said described premises together with all hereditaments, appurtenances and tenements thereunto belonging or in anywise appertaining unto the said party of the second part, its successors and assigns forever

And the said parties of the first part, for themselves, their heirs and assigns, covenant to and with the said party of the second part, its successors and assigns, that they will and shall maintain at their own cost and expense a fence on the North side of the said 12 ft. parcel first above described from the east to the west boundary of the said tract, to-wit, from the county road to the right-of-way of the Oregon Water Power & Railway Company, which fence shall be of a kind and character at all times sufficient to keep out of the said 12 ft. parcel first above described any and all animals kept or permitted on the remainder of the said tract above described, and further that they are the owners in fee simple of the said described tract hereby conveyed, and the said easement; that the same are free from all incumbrances, except the aforementioned county road, and that they will and their heirs and representatives shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whatsoever, save as to said county road

And the said party of the second part for and in consideration of the said conveyance for itself, its successors and assigns or heirs to and with the said parties of the first part, their heirs, representatives and assigns that it will cancel, remit and forever

434

release from collecting the assessment of benefits heretofore made by, and for the use and benefit of the said party of the second part against the said parties of the first part, and the above described tract in the sum of \$200.00, and the said party of the second part shall construct concrete walls on both sides of the ditch to be maintained under the said easement in the said road, which walls shall be four inches in thickness with sufficient cross bars of old railroad iron to render the structure permanent, and shall cover the said portion of the said ditch either with substantial planks or concrete (the choice between such planks and concrete to be at the option of the said party of the second part) and cover the said planks or concrete with a top coat of earth, so as to seal or close the said ditch, except that man holes may be left in said covers at intervals of sufficient frequency to permit the proper cleaning of said ditch and removal of obstructions therefrom, and the said party of the second part, its successors and assigns shall maintain such covering and all replacements and additions thereto at its own cost and expense, and the said party of the second part shall further construct a cement fill on the north side of the ditch on the said 12 ft. parcel first above described of such dimensions and density to prevent water from said ditch percolating into the well now situate on the remainder of the said tract near to said ditch, and maintain a substantial plank covering over the ditch on the east one hundred thirty-five feet of said twelve foot strip

IN WITNESS WHEREOF, we, the said parties of the first part, have hereunto set our hands and seals the day and year in this deed first above written

WITNESSES

James W Crawford

R M Worby

Seal

A M Crawford

Sophia Worby

Seal

STATE OF OREGON)

COUNTY OF MULTNOMAH) SS

THIS IS TO CERTIFY, that on this 29th day of June A D 1923, before me the undersigned, a Notary Public in and for said state and county, duly commissioned and qualified, personally came the within named R M Worby and Sophia Worby, his wife, to me known to be the identical persons described in and who executed the foregoing deed and they acknowledged to me that they executed the same freely and for the purposes therein set forth

WITNESS my hand and notarial seal the day and year in this certificate first above written

(Notarial Seal)

James W Crawford

My commission expires Mar 28, 1924

Notary Public for Oregon

See for record July 7, 1923 at 10:56 A M

-----o-----

A M #544200

SUPPLE INVESTMENT CO TO BEAVER STATE INVESTMENT CO

KNOW ALL MEN BY THESE PRESENTS, That Supple Investment Co. a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of Ten Dollars and other consideration Dollars, to it paid by Beaver State Investment Co. does hereby grant, bargain, sell and convey to said Beaver State Investment Co. its successors and assigns forever, the following described parcel of real estate, situate, lying and being in the County of Multnomah and State of Oregon, to-wit

South Half Lot Three (3) in Block Twenty-eight (28) Woodstock, an Addition to the City of Portland, County of Multnomah, State of Oregon. Free from all incumbrance except

MEETING DATE: OCT 22 1998
AGENDA
NO: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: The Strategic Plan for Juvenile Delinquency and Crime Prevention in Multnomah County

Board Briefing:

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

REGULAR MEETING:

DATE REQUESTED: 10/22/98
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Community Justice
CONTACT: Meganne Steele

DIVISION: Juv. Comm. Justice
TELEPHONE #: 248-3961
BLDG/ROOM#: 311/JJD

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED

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

SUGGESTED AGENDA TITLE

Resolution to approve the Strategic Plan for Juvenile Delinquency and Crime Prevention in Multnomah County

10/27/98 Copies to Lore Joplin for Distribution

SIGNATURES REQUIRED

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

E. Clawson

98 OCT 14 AM 9:52
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions? Please call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice
DATE: October 13, 1998
SUBJECT: Resolution to approve the Strategic Plan for Juvenile Justice & Delinquency
Prevention in Multnomah County

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice recommends the Board adopt the Resolution to Approve the Strategic Plan for Juvenile Justice & Delinquency Prevention in Multnomah County.

II. BACKGROUND/ANALYSIS:

The scope of this planning effort was defined to meet State statutory requirements upon the Multnomah Commission of Children and Families (MCCF) and the Local Public Safety Coordinating Council (LPSCC). The County was required to design a plan for delinquency prevention as well as for youth most at risk of progressing into the juvenile corrections system.

The resulting Strategic Plan for Juvenile Justice and Delinquency Prevention is a plan for our community to work in partnership to reduce juvenile crime. This plan has been developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council and the Multnomah Commission on Children and Families. This plan is meant to provide a strategic focus for the full array of groups across Multnomah County who are willing to commit to working to prevent juvenile delinquency and to reduce repeated delinquency.

III. FINANCIAL IMPACT:

Several initiatives included in the Strategic Plan for Juvenile Justice and Delinquency Prevention have been identified as emerging strategic priorities and have received funding in the 1998-99 Multnomah County Adopted Budget. Other initiatives require additional leadership and the initiation of new collaborative efforts within the community.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

The goals of the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County are directly linked to the County's benchmark goals of increasing high school completion and reducing crime.

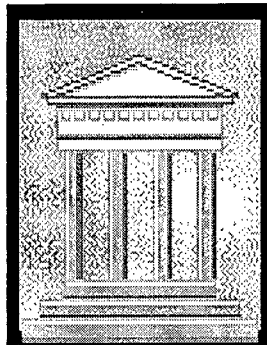
VII. CITIZEN PARTICIPATION:

The strategic planning committee that worked for two years to develop this plan included leadership from non-profit and citizen groups.

VIII. OTHER GOVERNMENTAL PARTICIPATION:

This strategic plan represents the collaborative efforts of multiple stakeholders, including the Multnomah County Department of Community and Family Services, the Commission on Children and Families, the Public Safety Coordinating Council, the Cities of Portland and Gresham, Portland Public Schools and Multnomah Education Services District.

Strategic Plan
for
Juvenile Justice
&
Delinquency Prevention
In Multnomah County



DRAFT
October 5, 1998

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TABLE OF CONTENTS

<i>Preamble</i>	2
<i>Executive Summary</i>	3
 <i>WHO WE ARE AND WHAT WE BELIEVE IN</i>	
About this Plan	7
Our Guiding Principles	8
 <i>WHAT WE HAVE LEARNED, WHAT WE KNOW AND WHAT WE WANT</i>	
Data and trends	9
Research tells us what works	24
A broad analysis of the local situation	27
An Overview of the Justice System	28
Our goals	30
 <i>WHAT WE MUST DO, AND WHAT WE MUST DO FIRST</i>	
Strategies to reach our goals	31
Making Progress: Strategies already being implemented	36
Looking ahead: Strategies supported by new funding	41
Gaining widespread community ownership of this plan	42
 <i>WHAT WE WILL DO TO EVALUATE OUR PROGRESS</i>	
Monitoring this plan's implementation and success	43
Updating this plan: Who, How, and When	43
 <i>RELATED AND SUPPORT MATERIALS [Separate Document]</i>	
Description of Juvenile Justice System Programs	A
Action plan: Implementation responsibilities and timelines	B
Search Institute Survey of Student Assets	C

PREAMBLE

The scope of this planning effort was defined to meet State statutory requirements upon the Multnomah Commission on Children and Families [MCCF] and the Local Public Safety Coordinating Council [LPSCC] which require planning for delinquency prevention as well as for youth most at risk of progressing into the juvenile corrections system. At the outset of this planning effort, it was agreed that prevention strategies would address youth who, by their own behavior, are demonstrating that they are at-risk of delinquency. Therefore, this plan does not include many important, earlier prevention strategies.

Participants in this planning process want to communicate our consensus that research demonstrates that early interventions to support healthy growth and development of children are effective in reducing risk of delinquency. We support the MCCF as the body which has primary responsibility for this broader scope of planning for children and families. We support increased attention to and investment in earlier prevention strategies.

EXECUTIVE SUMMARY

The Strategic Plan for Juvenile Justice and Delinquency Prevention is a plan for our community to work in partnership to reduce juvenile crime. This plan has been developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council and the Multnomah Commission on Children and Families. This plan is meant to provide a strategic focus for the full array of groups across Multnomah County who are willing to commit to working to prevent juvenile delinquency and to reduce repeated delinquency.

Shared values and principles guided this collaborative planning effort which involved leadership from the juvenile justice system, local governments, public schools, community-based youth serving organizations and citizen groups. The full set of guiding values and principles the planning work group committed to is presented in this report. The following subset of values and principles were perhaps most pivotal in shaping this strategic plan:

- Keep outcome and action focused – set the stage for implementation.
- Develop strategies over the continuum of youths' involvement with the justice system.
- Reach scale in our strategies to create a measurable impact.
- Plan and deliver services with respect for differences in culture, gender, race and special population needs.
- Develop a culture of collaboration among governmental and non-profit agencies, school professionals, community members and youth.
- View every contact with juveniles as an opportunity to build on youths' strengths.
- Attend to youths' needs which are linked to criminal behavior – even while imposing consequences for unacceptable behavior.

EXECUTIVE SUMMARY

Juvenile crime is a serious concern in our community, in Oregon and across the nation. A variety of factors, including easier access to guns and drugs, contributed to increased rates and seriousness of juvenile crime during the late 1980's and early 1990's. In the past few years, juvenile crime rates started to decline on a national and local level. Highlights of crime and victimization trends are presented in this report.

National research is available to tell us what works best to prevent delinquency and to reduce juvenile crime. Keeping youth in school, engaged in structured activities after school and supported by a caring relationship with a responsible adult are very effective juvenile delinquency prevention and early intervention activities. Strong community norms which support families, develop youth assets and diffuse conflict are also important. It is best to minimize the contact low risk youth have with the juvenile justice system, whereas intensive responses are often appropriate with medium or high-risk youth. Providing swift, sure and balanced responses to delinquency are the most effective means of responding to delinquent behavior. The concept of "graduated sanctions" has become widely accepted; this involves a balance of supervision, services and penalties which graduate to become more intensive if the behavior becomes more serious.

Successful programs work on helping youth learn new ways of behaving, not just looking to the past to develop an understanding of the conditions which led to behavior problems. Other elements of successful programs include: building on the strengths of the youth and his/her family; providing clear and consistent consequences for misconduct; providing opportunities for youth achievement and involvement in program decision-making; providing intensive contact; supporting the transition of the youth back into their family home or school; and offering youth a long-term stake in the community.

Policy priorities already established by the County Board of Commissioners, the Multnomah Commission on Children and Families and the State Legislature provided direction to the strategic planning group in several areas. The County

EXECUTIVE SUMMARY

Commission's adoption of the benchmark goal to "Increase high school completion" provided focus for the juvenile delinquency prevention strategies as well as other County efforts. The collaborative agreement between the Commission on Children and Families, Public Safety Coordinating Council and Community Justice affirms a commitment to reducing over-representation in the juvenile justice system. The State Legislature's adoption of Senate Bill 1 mandated a strategic planning effort including a "targeted offender plan" focusing resources on youth at risk of violent crime.

This strategic plan is an action plan – Multnomah County, the Cities of Portland and Gresham, Portland Public Schools, Multnomah Education Services District and many non-profit and citizen groups have worked together to develop specific objectives for the next three to five years. Each group has committed to assuming different roles such as "leader", "partner" and/or "advocate." Implementation commitments and timelines are set forth in the appendices to this report.

Progress towards these strategic goals is already underway. During the period of plan development and review, Ballot Measures 47 and 50 catalyzed the County to fundamentally re-examine its priorities and how it works. Juvenile Justice used this as an opportunity to align departmental efforts with the emerging strategic priorities and to initiate new collaborative efforts with the schools to support prevention and early intervention.

CONTINUUM OF INVOLVEMENT WITH THE JUVENILE JUSTICE SYSTEM

The OJJDP Comprehensive Planning Framework:

YOUTH "OUTSIDE" THE SYSTEM		CONTINUUM OF GRADUATED SANCTIONS				
All Youth →	Youth at Greatest Risk →	Immediate Intervention → [DIVERSION]	Intermediate Sanctions → [PROBATION]	Community Confinement → [RESID. CARE]	Correctional Facilities → [OYA FACILITIES]	Aftercare

Local Strategic Goals Along The Continuum :

To hold youth accountable, be fair and reduce recidivism:

- A. Support at-risk, acting-out and delinquent youth to complete high school and to engage in structured activities after school.

To prevent and intervene early in juvenile delinquency:

- B. Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.

To hold youth accountable, be fair and reduce recidivism:

- C. Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.

To protect public safety and control costs:

- D. Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.

To do our work together, more effectively:

- E. Share information with community members, partners and staff on "what works" to prevent juvenile crime and routinely evaluate effectiveness.

ABOUT THIS PLAN

This plan was developed by the Juvenile Justice and Delinquency Prevention Strategic Planning Committee, a large working group including leadership from the juvenile justice system, local governments, public school systems, community-based youth serving agencies and citizen groups. The Committee organized itself into three subcommittees: Prevention, Graduated Sanctions and Development. The Prevention and Graduated Sanctions Subcommittees each focused on distinct populations of youth along the continuum of involvement with youth in the juvenile justice system. The Development Subcommittee worked to ensure that the values and tools of youth development were incorporated into all strategies in the plan.

Elected officials and law enforcement from the cities of Portland and Gresham have joined with County Chair Beverly Stein to ensure that this plan reflects a shared commitment to preventing juvenile delinquency and reducing violent crime. Mayor Vera Katz, Commissioner Jim Francesconi and Chief Charles Moose joined Chair Stein in a "Juvenile Justice Plan Steering Committee." The steering committee agreed to allow time for the Mayor and Commissioner Francesconi, respectively, to develop strategies to reduce gun violence and to increase early intervention programs for at-risk youth. The City of Gresham is already implementing efforts which are directly supportive of the strategies in this plan.

Of the many other contributors to this plan, the Portland Public Schools administration and the Superintendents of all the School Districts within the Multnomah County Educational Services District deserve special acknowledgement. These educators shaped the school-related prevention strategies which distinguish this strategic plan for juvenile justice and delinquency prevention.

GUIDING VALUES AND PRINCIPLES

In the planning effort, we committed to:

- Keep outcome and action focused -- set the stage for implementation
- Reach scale in our strategies to create a measurable impact
- Plan and deliver services in ways which respect difference in culture, gender and special population needs
- Take into consideration the needs of individual youth in planning and delivering services
- Identify and build on existing, successful approaches
- Work within the established priority frameworks of Multnomah County's three high priority benchmarks and State funding guidelines
- Look for "leverage points" to stimulate systemic changes
- Ensure sustainable change in systems and services
- Develop sustainable agreements among key partners
- Take a resource-rich perspective on the environment
- Develop strategies over the continuum of youths' involvement with the justice system

During implementation, we will work together to:

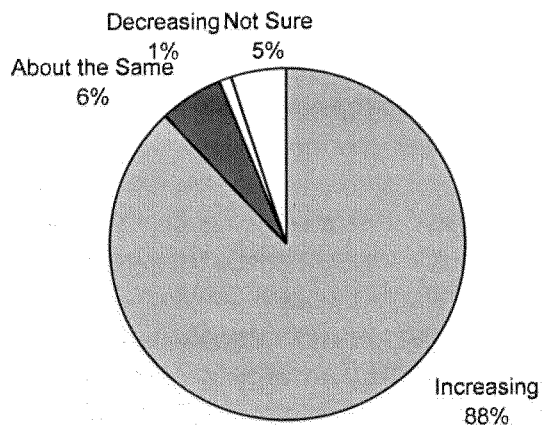
- Develop a culture of collaboration among governmental and non-profit agencies, school professionals, community members and youth
- View every contact with juveniles as an opportunity to build on youths' strengths
- Attend to youths' needs which are linked to criminal behavior - even while imposing consequences for unacceptable behavior
- Plan and deliver services in ways which respect differences in culture, race and gender
- Increase work with families or other reliable, caring adults in the young person's life
- Increase funding flexibility to support service delivery which can be tailored to meet the needs of individual youth

DATA & TRENDS

Juvenile crime is a serious concern in our community, in Oregon and across the nation. Public policy needs to respond to both the perceptions and realities of juvenile crime. The following section highlights data and trends presented to the Strategic Planning Committee: citizen perceptions; actual crime trends; and profiles of youth involved with the juvenile justice system.

CITIZEN PERCEPTIONS

**Most Oregonians Perceive That
Oregon's Juvenile Crime is Increasing**



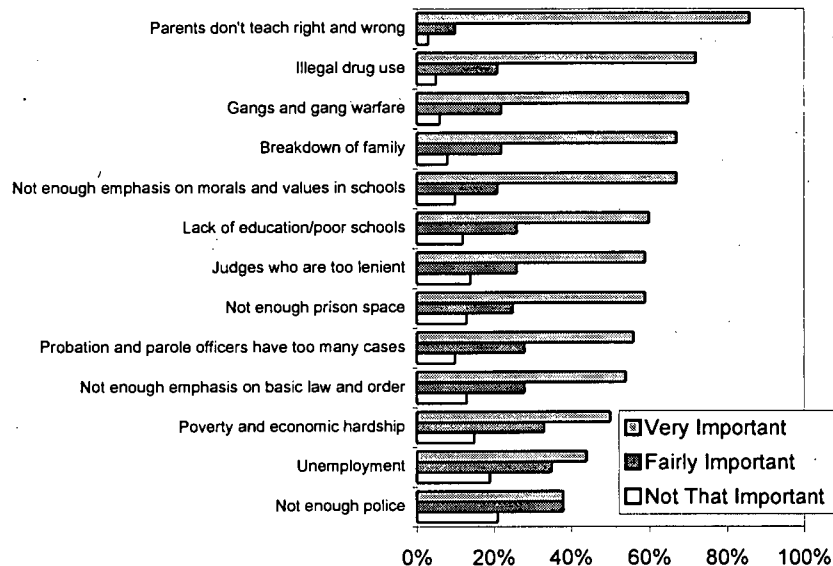
Source: *Crime and Corrections: The Views of the People of Oregon*,
Doble Research Associates, April 1995.

- **Most Oregonians (88%) perceive an increase in Oregon's juvenile crime** from 1990 to 1995, according to an extensive citizen survey by Doble Research Associates.
- **Public concern about youth violence has increased recently** as a result of the tragic shootings in May 1998 at Thurston High School in Springfield, Oregon.

DATA & TRENDS [continued]

CITIZEN PERCEPTIONS [continued]

Views About the Causes of Crime



Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.

- **9 in 10 Oregonians believe that “Parents who don’t teach the difference between right and wrong” is a very important cause of crime**
- **More than two-thirds see “A breakdown of the family” and “Not enough emphasis on values in schools” as very important.**
- **More than 7 in 10 also name illegal drug use and the proliferation of gangs as major causes of crime.**

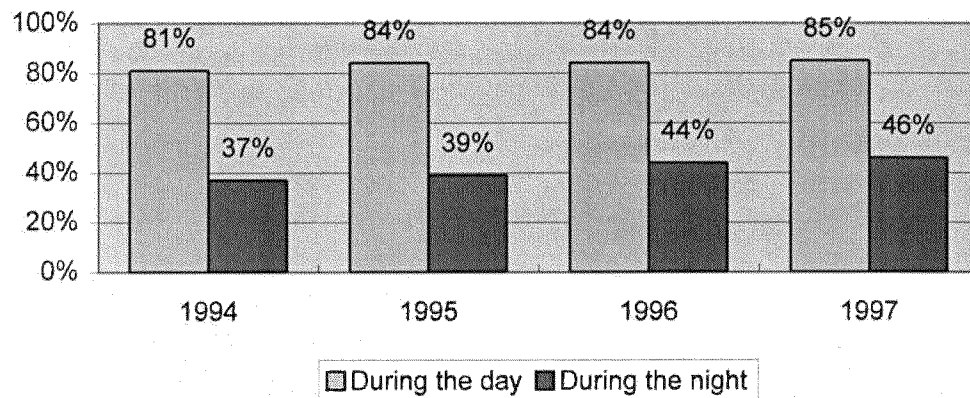
- **Oregonians overwhelmingly favor making greater use of alternative sentences, i.e., restitution, boot camp, community service, strict probation, work centers, and house arrest, instead of prison for *nonviolent offenders***
- **Large majorities favor stepped-up rehabilitation efforts for both juveniles and adults.**
- **Oregonians believe almost everyone convicted of a violent crime, including juveniles, should be incarcerated for at least some time.**

(Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.)

DATA & TRENDS [continued]

CITIZEN PERCEPTIONS [continued]

Multnomah County Citizens Sense of Safety While Walking in Their Neighborhood

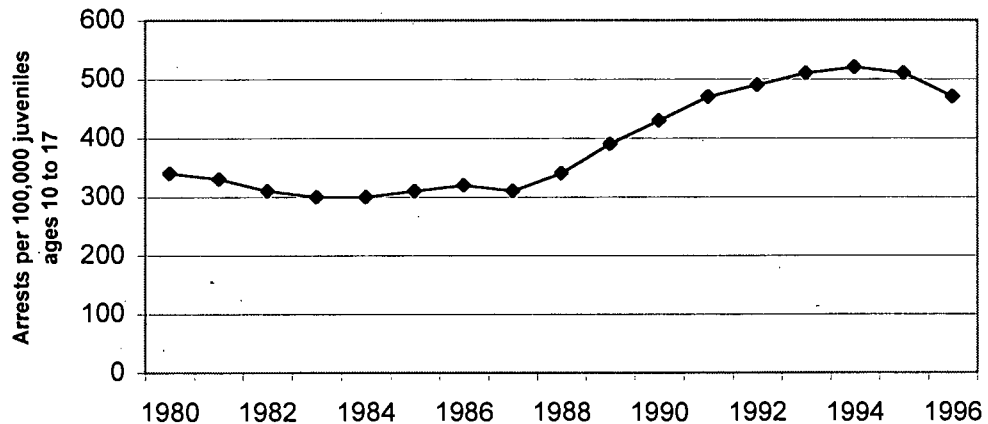


Source: 1997 Portland Multnomah County Citizen Survey

- Over the past four years, Multnomah County citizens' sense of safety walking in their neighborhoods has steadily increased.
- Countywide, most people [85%] feel safe walking in their neighborhoods during the day; less than half [46%] feel safe walking in their neighborhoods at night. Citizens' sense of safety walking at night varies markedly between neighborhoods.

NATIONAL JUVENILE CRIME TRENDS

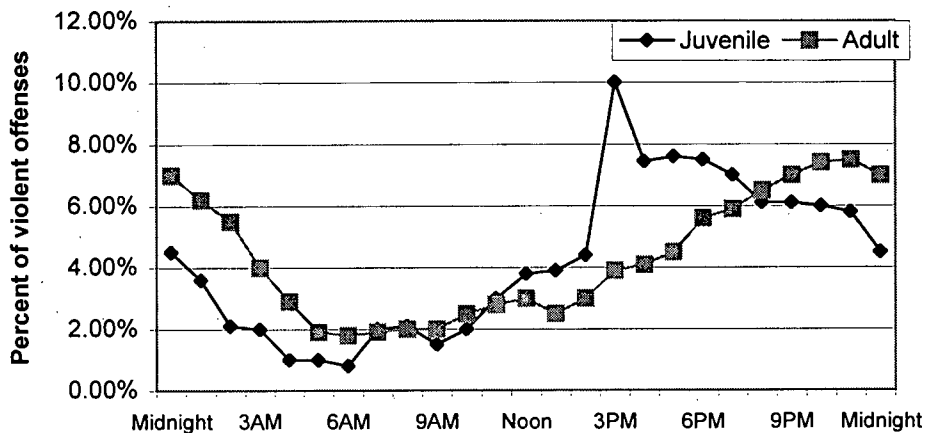
National Juvenile Violent Crime Arrest Rate



- **The total number of juvenile arrests for violent crimes declined in 1996, for the second year in a row, with murder arrests down 14% and robbery down 8%..** The substantial growth in juvenile violent crime arrests that began in the late 1980's peaked in 1994.
- **Nationally, juveniles accounted for 19% of all arrests and 19% of all violent crime arrests in 1996.** Nearly one-third (32%) of all persons arrested for robbery in 1996 were under age 18, substantially above the juvenile proportion of arrests for other violent crimes: forcible rape (17%), murder (15%), and aggravated assault (15%).
- **Juveniles involvement was disproportionately high in arrests for arson, vandalism, motor vehicle theft, burglary, larceny-theft, robbery, stolen property, disorderly conduct, weapons, and liquor law violation offenses.**

NATIONAL JUVENILE CRIME TRENDS [continued]

When do Juvenile and Adult Offenders Commit Violent Crimes in the U.S.?

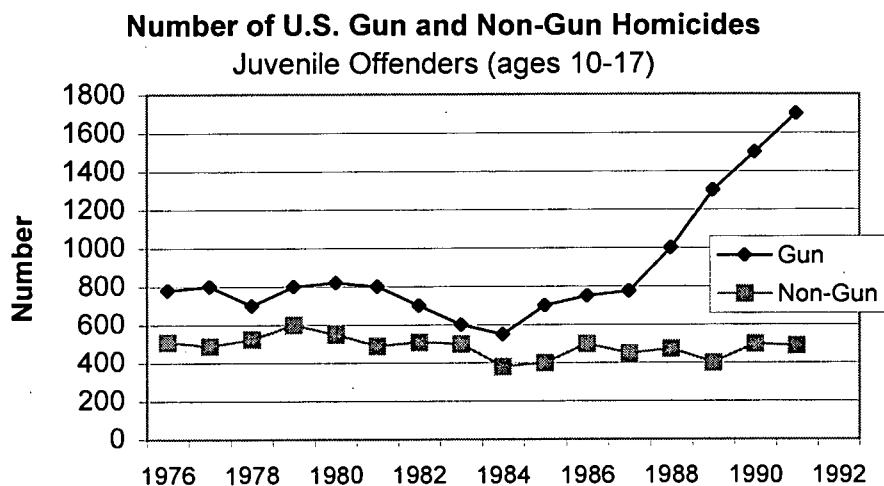


- The peak time period for juvenile violent crimes is 2 PM to 6 PM, after the close of the school day, and then declining through the evening hours.
- In contrast with juveniles, the number of violent crimes committed by adults increases from early morning through midnight.
- The time profiles of when juveniles commit violent crimes and when juveniles are the victims of violent crime are similar.

Source: *Combating Violence and Delinquency: The National Juvenile Justice Action Plan Report*, March 1996, Coordinating Council on Juvenile Justice and Delinquency Prevention, Washington, D.C.: Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.

DATA & TRENDS [continued]

NATIONAL JUVENILE CRIME TRENDS [continued]



Source: Juvenile Homicides - Violence by Young People: Why the Deadly Nexus?, National Ins of Justice Journal, August 1995.

- **The number of juvenile murders committed with guns each year has doubled since 1985; nationally, this is linked with inner-city drug markets.**

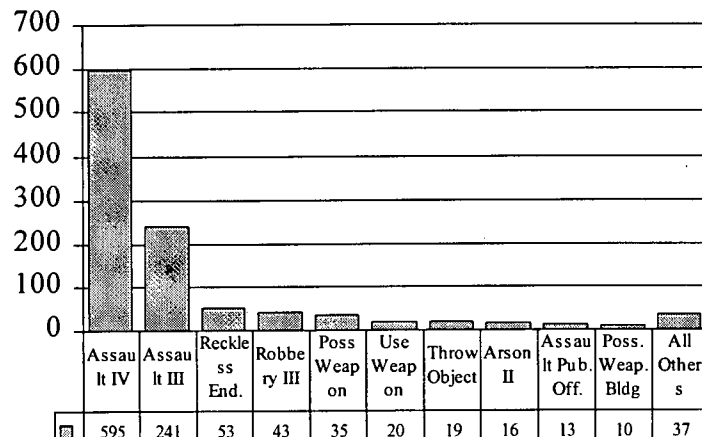
Who are the victims?

- Nationally, juveniles are disproportionately victimized and violence is more concentrated in poor, urban communities.
- The National Crime Victimization Survey in 1994 found that less than half [42%] of all crimes are reported.
- In Multnomah County, black males are more than 10 times more likely to be killed by firearms than are whites.

DATA & TRENDS [continued]

Who are the Violent Offenders?

Top 10 Charges for Referral of Violent Offenders in 1997



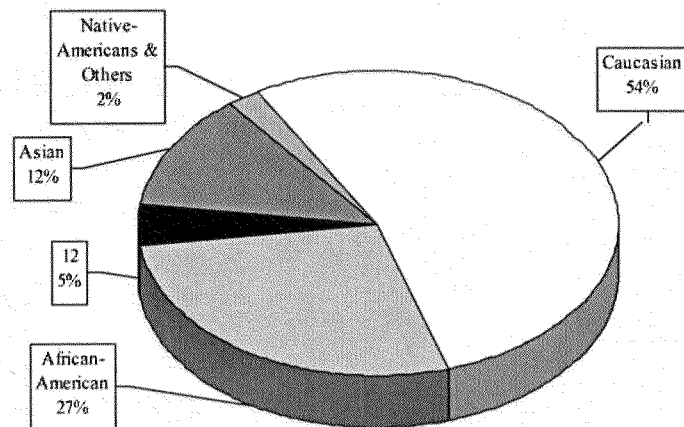
Total Referrals = 1082

- In 1997 there were 1,160 misdemeanor and criminal allegations defined as "violent" offenses¹ and these 1,160 violent allegations comprised 1,082 unique criminal (misdemeanor and felony) referrals.
- These 1,082 referrals were committed by 954 unduplicated "violent" juveniles (1.1 referrals per individual).
- The top charge for all of the referrals made was Assault IV (595) followed by Assault III (241). These two charges comprised over three-quarters of the 1,082 referrals.

¹ Violent offenses are defined by the following 24 allegations and DO NOT INCLUDE MEASURE 11 CHARGES because those offenders are adjudicated within the adult system. Included are referrals for 19 felony charges: Firearm used in felony, Unlawful poss. of machine gun, Felony poss. of firearm, Rape III, Sexual abuse II, Sodomy III, Arson II, Att. assault II, Assault III, Assault IV dom. viol., Robbery III, Riot, Poss. of weapon in pub. bldg., Unlawful use of weapon, Carrying dang. weapon, Unlawful mfg. of destruct. device, Throwing obj. overpass I, Unlawful poss. of weapon; and 5 misdemeanor charges: Assault IV, Reckless endangerment, Assault on pub. safety off., Encourage child sex abuse III, Animal abuse.

DATA & TRENDS [continued]

Juvenile Offenders in 1997: Race *

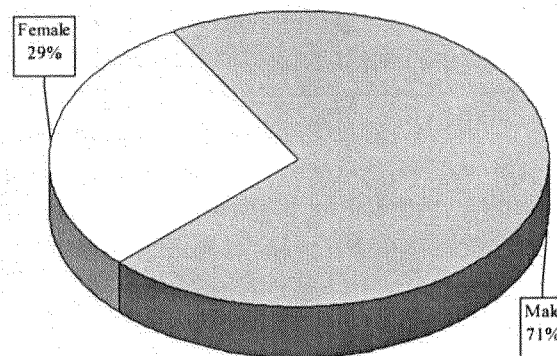


* - Missing Cases = 152

N=802

- Half are white; half are youth of color; six of seven are males; half are under 15 years old but the greatest risk is 15-16 year olds with low risk after the age of 20

Juvenile Offenders in 1997: Gender*

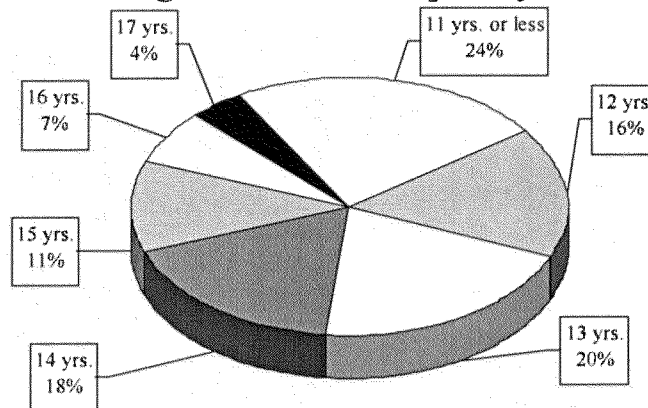


* - Missing Cases = 152

N=802

- The typical offender in this group was a male (71.1%), between 15 and 16 years old (38.9%), and Caucasian (53.6%), although over one-quarter of these juveniles were African-American (27.4%).

**Juvenile Offenders in 1997:
Age at First Delinquency ***

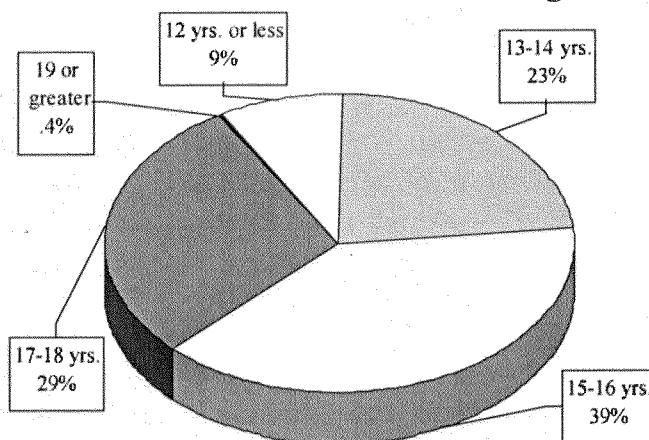


* - Missing Cases = 243

N=711

- Over half of these juveniles had their first delinquency referral before 14 years of age (59.9%) and almost one-fourth before the age of 12 (23.3%).
- Almost three-quarters of these juveniles had one or more dependency referrals (74.5%) and just over 70 percent had their first dependency referral at the age of 11 or younger.

Juvenile Offenders in 1997: Age *

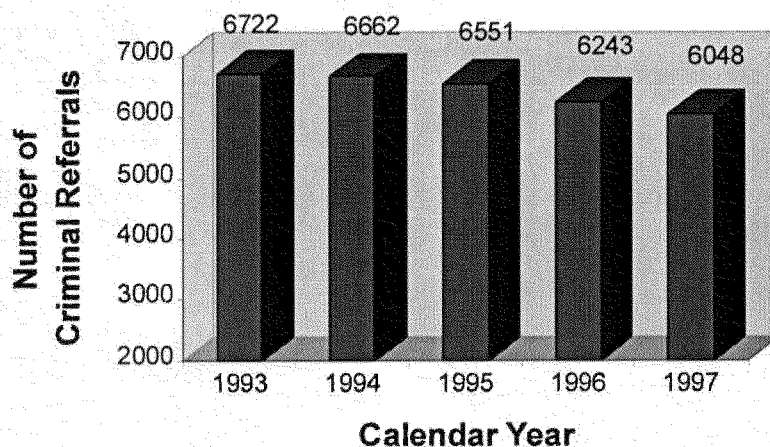


* - Missing Cases = 152

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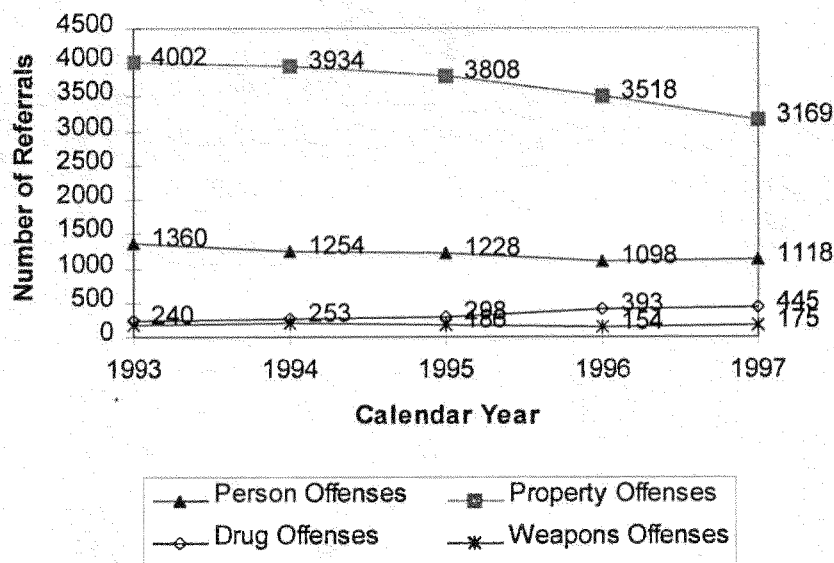
LOCAL JUVENILE CRIME TRENDS

Juvenile Crime Referrals



- **Criminal referrals of juveniles are declining.** The number of criminal referrals of juveniles decreased 9% from 1993 to 1997.

Juvenile Referrals by Type of Offense

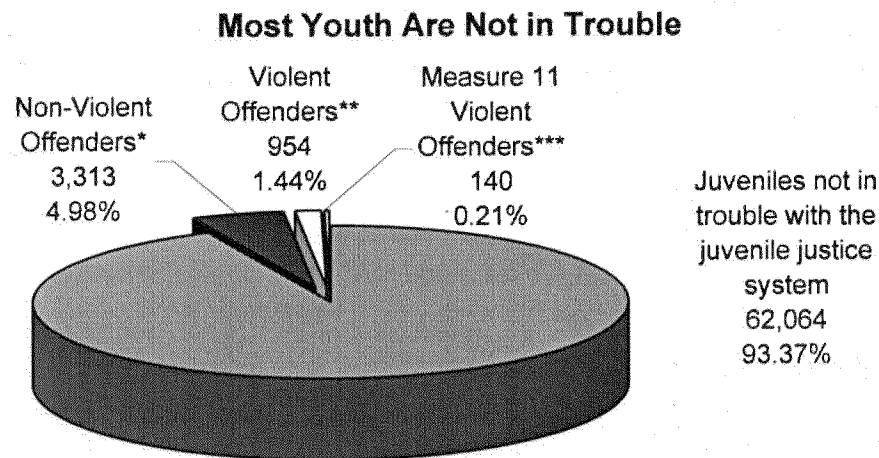


- **Most categories of juvenile crime decreased over the past five years.** From 1993 to 1997, Person offenses declined by 15%; Property offenses decreased 21%; and weapons offenses decreased 2%.

DATA & TRENDS [continued]

LOCAL JUVENILE CRIME TRENDS [continued]

- **Drug offenses increased significantly as a result of increased enforcement efforts.** The number of drug offenses increased 85% from 1993 to 1997. While there has been a steady increase in this time period, the biggest jump is in the past two years during which the City of Portland has increased enforcement efforts with federal funding for "Operation Northstar."



Source: Center for Population Research and Census, PSU ; TJIS data base & DA BM11 data base

* These youth had 6086 criminal (misdemeanor and felony) referrals in 1997.

**Violent offenses were defined by 24 allegations, including 19 felony charges: Firearm used in felony, Unlawful poss. of machine gun, Felony poss. of firearm, Rape III, Sexual abuse II, Sodomy III, Arson II, Att. Assault II, Assault III, Assault IV dom. viol., Robbery III, Riot, Poss. of weapon in pub. bldg., Unlawful use of weapon, Carrying dang. weapon, Unlawful mfg. of destruct. device, Throwing obj. overpass I, Unlawful poss. of weapon; and 5 misdemeanor charges: Assault IV, Reckless endangerment, Assault on pub. safety off., Encourage child sex abuse III, Animal abuse.

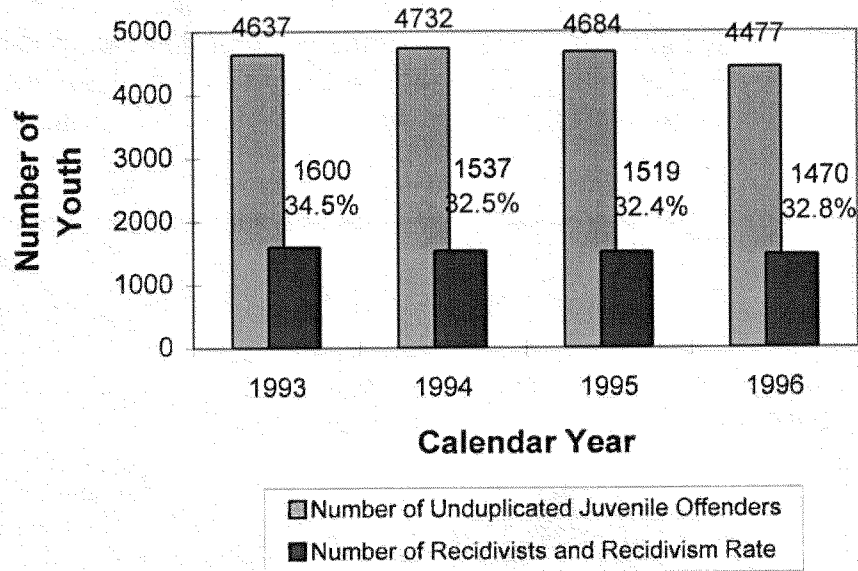
*** In 1997, these youth had criminal referrals of which the most serious offense was a M11 charge.

- **Most juveniles are not in trouble with the juvenile justice system.** The vast majority [93%] of the 66,471 juveniles in Multnomah County were not juvenile offenders in 1997.
- **Most juvenile offenders are not violent offenders.** Of the 4,407 juveniles referred to the juvenile justice system in 1997, 3,313 [75%] were referred for non-violent offenses.
- **Less than 1 in 200 juveniles are violent offenders under Measure 11.** In 1997, there were 140 violent juvenile offenders with Measure 11 offenses – less than ½ of 1% of all juveniles in the County.

DATA & TRENDS [continued]

LOCAL JUVENILE CRIME TRENDS [continued]

Juvenile Offenders & Recidivism Rate



- **Two out of three youth who are referred to the juvenile justice system never return.** The 12-month recidivism rate has remained stable for the last 3 years.
- **There has been a 5% decrease in the number of juvenile offenders over the two year period since 1994.**

DATA & TRENDS

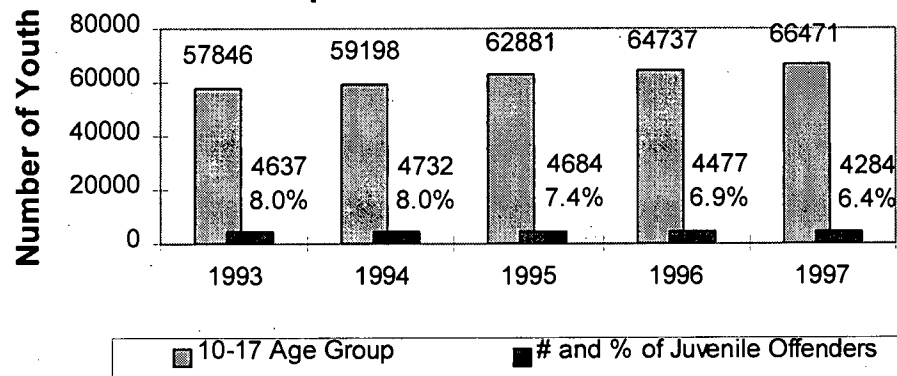
PROFILES OF YOUTH

The federal Office of Juvenile Justice and Delinquency Prevention [OJJDP] comprehensive planning model was adopted by the planning committee as the framework for our local strategic planning effort. The following chart was developed by OJJDP to illustrate the various stages of involvement youth can have with the juvenile system. The data that follows presents a profile of Multnomah County youth at each of these stages along the continuum.

Continuum of Involvement With The Juvenile Justice System						
Youth <i>Outside</i> The System		Continuum of Graduated Sanctions				
All Youth	Youth at Greatest Risk	Immediate Intervention [Diversion]	Intermediate Sanctions [Probation]	Community Confinement [Residential Care]	Training Schools [OYA Schools]	Aftercare
→	→	→	→	→	→	

All Youth

Comparison of Multnomah County Juvenile Population & Juvenile Offenders



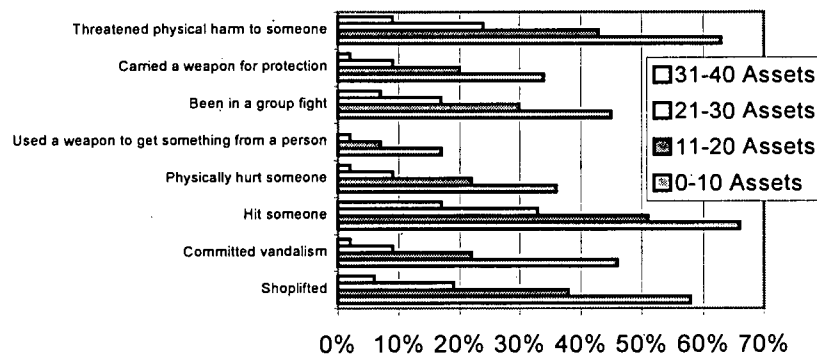
- Since 1994, the number of juvenile offenders has decreased every year despite the growth in juvenile population.
- Multnomah County's juvenile population increased by 15% in the past five years; Statewide, the juvenile population in Oregon is expected to increase another 8% by the year 2010

PROFILES OF YOUTH [continued]

Youth At Greatest Risk

In order to succeed in school and to avoid delinquency, youth need a variety assets -- things like a relationship with a caring adult, a commitment to learning and basic social skills. Research has identified 40 assets that are the building blocks for success; young people need at least 30 in order to thrive. In 1997, the Youth Asset Survey was given to 10,000 Multnomah County in grades 6,8, and 10; see Appendix E.

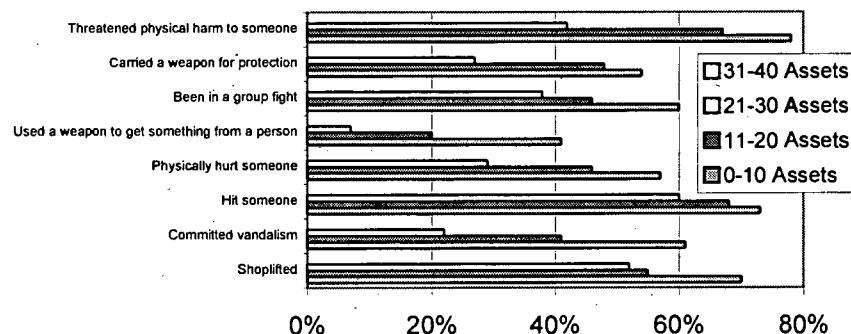
Percent of Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth , Multnomah County Schools, 1997

- There was a high correlation [over 50%] with high risk behaviors among youth with 10 or fewer assets,
- Youth with the fewest assets are 20 times more likely to report that they've been in trouble with the police in the last year than young people with the most assets.
- Overall, the average number of assets for all youth was 19.
- Differences from school to school were minor except that in alternative schools, which serve more at risk youth, the average number of assets was 14.

Percent of ALTERNATIVE SCHOOL Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth , Multnomah County Schools, 1997

DATA & TRENDS [continued]

PROFILES OF YOUTH [continued]

Immediate Intervention : Youth Placed in Diversion Program

- Approx. 2400 youth are diverted per year ; historically, 25-35% of all referrals are diverted
- access to diversion appears equitable across ethnic and racial lines; a higher percent of girls are diverted [54%] than boys [46%]
- Youth on their 1st or 2nd referral for offenses such as graffiti, shoplifting are the focus population for diversion

Intermediate Sanctions : Youth on Probation

- 1200 Cases from February 1996 snapshot
- Males 79%; Females 21%
- 59% white; 27% black; 5% Hispanic; 5% Asian
- Most live with their mother [35%] or both parents [21%]
- First delinquency referrals peak at ages 15-16
- Prior felony referrals: 20% have none ; 34% have one; 25% have two; and 21% have three or more
- 1/2 have a history of family instability
- 1/3 have a family member with a history of criminal involvement
- 15 % have a Mental Health diagnosis

Community Confinement : Youth in Detention / Treatment

- 2600- 2800 youth per year ; most staying for 5-7 days in detention
- 55% white; 30% black; 6% Hispanic; 6% Asian
- Mostly males; few females

Multnomah Youth at OYA Youth Correctional Facilities

- 141 youth were committed in 1997 to MacLaren / Hillcrest :
 - 46.8% were for C Felonies, 19.9% were for A Misdemeanors, 14.9% were for A Felonies and 10.6% were for B Felonies.
 - 91% of youth committed were male.
- African Americans accounted for 36% of commitments in 1997 and Caucasians accounted for 56%.
- The top 10 common offenses [usually multiple crimes were committed]: Unauthorized Use of a Vehicle; Robbery II; Robbery I; Burglary I; Sodomy I; Assault III; Distribution of a Controlled Substance; Attempted Assault II; Assault II

RESEARCH TELLS US WHAT WORKS

What works to prevent delinquency and to turn-around low risk youth is not the same as what works to stop the criminal behavior of medium/high risk youth. In fact, sometimes it is just the opposite. For example, a combination of supervision, services and sanctions has been shown to be the most effective strategy for reducing recidivism among medium/high risk offenders. However, bringing low risk youth into sustained contact with the juvenile system actually increases the likelihood of recidivism.

What Works To Prevent or Intervene Early in Delinquency

What Works	What Does NOT Work
<ul style="list-style-type: none">■ Keeping youth in school■ A caring relationship with a responsible adult■ After-school activities which apply youth development philosophies including recreation, mentoring and gang prevention■ Tutoring■ Vocational training and employment skill-building when combined with intensive educational components.■ Neighborhood-based programs in high-risk areas designed to build on strengths and to respect cultural backgrounds/history.	<ul style="list-style-type: none">■ Mentoring relationships that are uncritically supportive, regardless of how a youth is behaving■ Gang street workers and citizen patrols when those efforts are conducted in isolation; however, these can be effective as part of more comprehensive approaches which provide juveniles with opportunities to get involved in constructive activities and provide support in building skills to change their behavior.

RESEARCH TELLS US WHAT WORKS [continued]

What Works for Juveniles Involved in the Justice System

What Works	What Does NOT Work
<ul style="list-style-type: none">■ Graduated sanctions [such as day reporting, restitution, etc.]■ Behaviorally-oriented treatment programs.■ Targeted interventions■ Successful programs have these common elements:<ul style="list-style-type: none">❖ build on youth and family strengths❖ provide clear and consistent consequences for misconduct; provide opportunities for youth achievement and involvement in program decision-making❖ operate mostly outside the justice system❖ involve intensive contact❖ emphasize reintegration and re-entry services❖ offer youth a long-term stake in the community.	<ul style="list-style-type: none">■ Conventional individual psychological counseling■ Peer group counseling strategies in which offenders talk together without substantial interventions to address their underlying issues■ Deterrence and "shock" approaches such as "Scared Straight"■ Programs that DO NOT succeed have these common elements:<ul style="list-style-type: none">❖ one-time or short-term contact with offenders❖ unclear developmental rationale❖ little attempt to change the environment or "ecological" situation.

GRADUATED SANCTIONS

The principles of "graduated sanctions" are considered as among the most promising practices in juvenile justice. In this context, "sanctions" means penalties or consequences and "graduated" refers to various levels of severity. Such a set of graduated sanctions programs provides a framework for ensuring consistent and proportionate responses to youths' delinquent behavior.

- Immediate sanctions should be applied within the community for first time, non-violent offenders; an example could be prompt assignment to a community service paint crew when the offense is graffiti.
- Intermediate sanctions should be applied within the community for more serious offenders; an example could be Court-ordered restitution payments and required attendance at a day-reporting center after school.
- Secure care programs for the most violent offenders; pre-trial secure custody is provided in the County's Juvenile Detention facility and the State operates Youth Correctional Facilities for sentenced youths.
- Aftercare programs that provide high levels of social control and treatment programs; for example, supervised transitional housing programs for youth returning to the community from State Training Schools.

At each stage of the continuum, offenders should be subject to repetitive responses to the repeat behaviors or, as appropriate, increasingly severe responses to more serious offenses. Most well-structured graduated sanctions programs appear to be more effective than incarceration in reducing recidivism – and they generally cost much less.

A BROAD ANALYSIS OF THE LOCAL SITUATION

In Multnomah County, we face various strengths, weaknesses, opportunities and threats that influence our ability to succeed in juvenile justice and delinquency prevention strategies.

STRENGTHS

- Juvenile crime is recognized as an important area for public policy innovation and resource investment.
- A culture of collaboration is developing among governmental, private and community groups in Multnomah County.
- Citizens are concerned and willing to support resource investment to increase public safety.

WEAKNESSES

- Limited data to use in evaluating existing systems and services
- Lack of private sector involvement
- Local and state agencies have overlapping roles which hinder coordinated services and create some disincentives for prevention/early intervention.
- We are still inexperienced at truly collaborative planning & implementation across agencies.

OPPORTUNITIES

- All levels of government are focused on the importance of juvenile justice and delinquency prevention
- Policy level agreement exists on the need to focus on school attendance as a prevention initiative
- National research is available to tell us what works and what does not work in juvenile justice and delinquency prevention.
- Advances in computer technology have created new opportunities to use data for decision making and evaluation.

THREATS

- Accessibility of guns and drugs
- Culture of violence in society overall [television, etc.]
- Relaxing of community norms
- Adolescence is being extended by contemporary urban societies, leaving young people with few constructive avenues through which to express their emerging adulthood.
- Families and communities are taking less responsibility for raising children, particularly "difficult" children which is leading to unrealistic, unfeasible expectations that government can/should "fix" all problems.
- Many teenagers, particularly youth of color, are profoundly pessimistic about their futures as individuals and as a group.

AN OVERVIEW OF THE JUVENILE JUSTICE SYSTEM

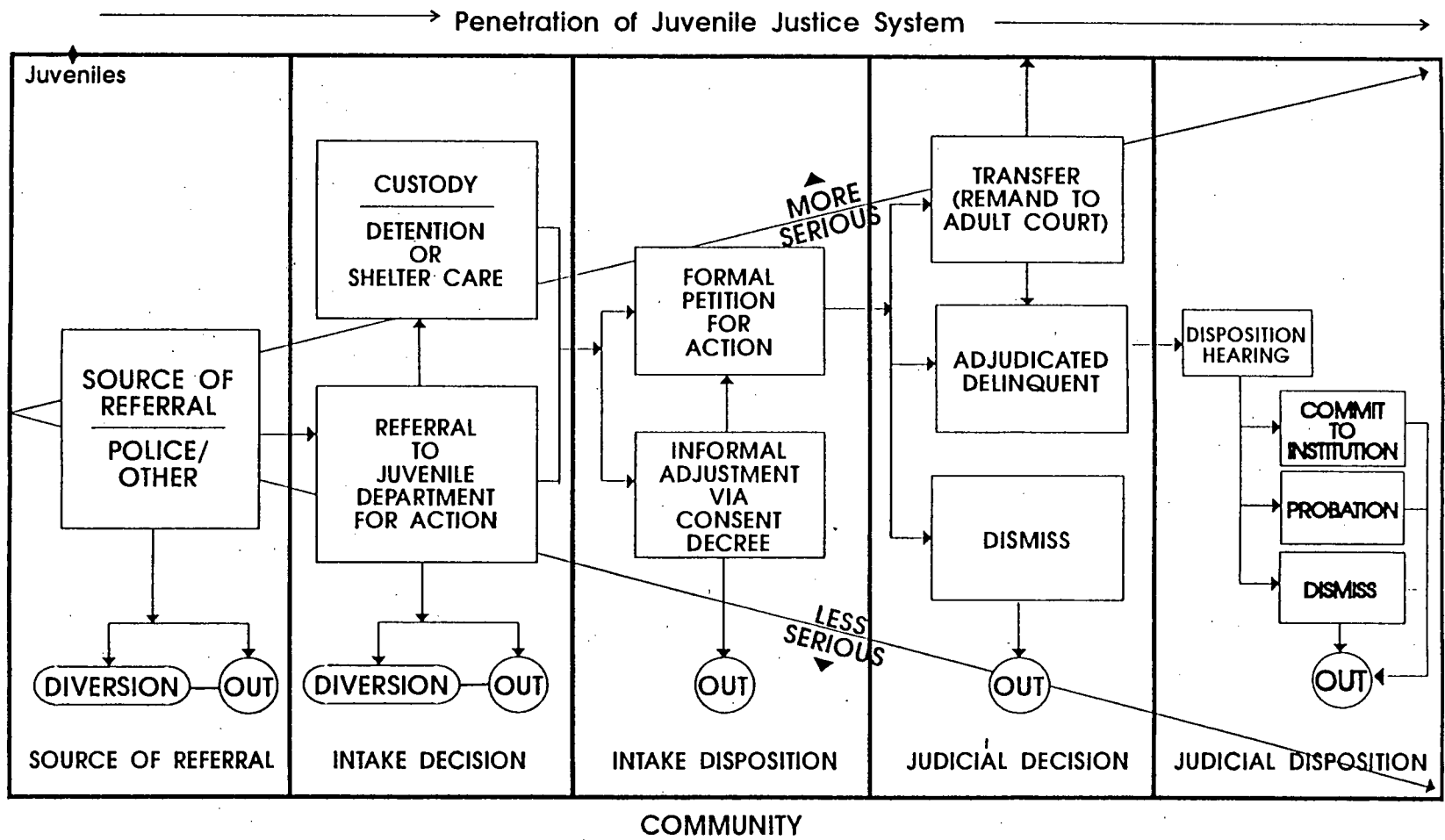
Oregon's juvenile justice system was significantly altered in 1995 as a result of Senate Bill 1 and Ballot Measures 11 and 40. Senate Bill 1 changed the goals of the State's juvenile justice system to focus primarily on holding youth accountable for delinquent behavior and reducing violent crime. The Oregon Youth Authority [OYA] was established as an independent department, separate from the former Children Services' Division [CSD]. Ballot Measure 11 requires that first time violent offenders aged 15 and over be treated as adults, subject to mandatory minimum sentences of 5 years, 7 months. Ballot Measure 40, approved in 1996, imposes new restrictions on pretrial release and sentencing procedures, and provides crime victims new opportunities to participate in the justice system.

In general, staffing levels, operating resources and facilities are able to support the core functions of detention, adjudication support and probation supervision in Multnomah County. This represents a significant improvement from the situation which led to a Consent Decree in 1992 wherein the County agreed to construct a new juvenile detention facility and operate it in accordance with specific staffing and operating standards. The new 191 bed secure detention facility operates as a regional, multi-purpose facility. Recent declines in juvenile referral rates have made probation caseload sizes more manageable and have permitted staff to begin implementation of supervision, services and sanctions program improvements. A comprehensive set of Juvenile Justice program descriptions is presented in the appendices.

Significant gaps remain in the overall system:

- Alcohol and drug services
- Mental health services
- Programming specifically suited to youth of color and girls
- Ability of schools to deal with troubled kids
- Juvenile violence prevention efforts
- Positive adult role models in the lives of troubled youths
- Availability of after school activities

GENERIC FLOWCHART FOR JUVENILE JUSTICE SYSTEM IN OREGON, 1996



OUR GOALS

Our goals are designed to help achieve Multnomah County's high priority benchmarks to:

- Reduce juvenile crime
 - Increase high school completion
 - Increase citizen satisfaction
-

To prevent delinquency:

- ➔ **Support at-risk, acting-out and delinquent youth to stay in school and to engage in structured activities after school.**

To prevent delinquency and intervene early in delinquency:

- ➔ **Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.**

To hold youth accountable, be fair and reduce recidivism:

- ➔ **Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.**

To protect public safety and control costs:

- ➔ **Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.**

To do our work together, more effectively

- ➔ **Share information with community members, partners and staff on what works to prevent juvenile crime and routinely evaluate effectiveness.**

STRATEGIES TO REACH OUR GOALS

STRATEGIC GOAL A

To prevent delinquency:

- ➡ **Support at-risk, acting-out and delinquent youth to complete high school and to engage in structured activities after school.**

- A.1. Increase school attendance by reducing truancy.
- A.2. Provide youth more individual control and choice in shaping their school experience.
- A.3. Involve youth in school decision-making
- A.4. Increase the ability of schools to address academic needs of youth at risk, especially youth of color.
- A.5. Increase workplace and supervisory flexibility to encourage parents and other adults to become involved in schools and more generally in the lives of young people.
- A.6. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels.
- A.7. Expand the ability of existing, successful programs to provide programs for at-risk youth after school between 3:00 - 6:00 p.m., on weekends and in the summer.
- A.8. Increase job readiness and self-sufficiency skills of high risk youth that are linked with industry needs.
- A.9. Adjust school schedules for middle and high school youth so that school starts and finishes later.
- A.10. Develop strategies to get kids directly home following school, after-school or evening activities.
- A.11. Infuse more adults into schools as mentors, helpers, role models, etc.
- A.12. Increase the ability of parents to advocate for the educational needs of their at-risk/acting-out children.
- A.13. Advocate for continued or expanded funding of services to at-risk youth [Level 7] through the Youth Investment System.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL B

To prevent and intervene early in delinquency:

- ➔ **Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.**

- B.1. Increase the number of high-risk youth who have weekly contact with an adult role model.
- B.2. Increase parent training and support for parents of at-risk, acting-out and delinquent youth in elementary, middle and high schools.
- B.3. Support efforts to develop and apply the concepts of "community justice" through community courts and other initiatives.
- B.4. Increase parental involvement in all stages of the juvenile justice process with particular attention to involving parents of youth of color and girls.
- B.5. Create a comprehensive climate change in a school or neighborhood to increase adult involvement in the lives of youth, build the sense of community and reduce conflict and delinquency.
- B.6. Increase youth awareness of and reporting of family and intimate partner violence experiences and provide support services.
- B.7. Explore the cost/ benefits of establishing a Teen Court.
- B.8. Increase opportunities for youth and adults to work together in community service projects.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL C

To hold youth accountable, be fair and reduce recidivism:

- ➔ **Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.**

- C.1. Build capacity to intervene promptly with juveniles committing status offenses.
- C.2. Develop and implement services and system changes to reduce the over-representation of youth of color in the juvenile justice system.
- C.3. Develop and use standard, point-valued criteria at key decision points in the Juvenile Justice system to improve equity, consistency and cost-effectiveness.
- C.4. Allow Juvenile Justice Counselors to impose consequences on youth for delinquent behavior without returning to the Court, within defined limits.
- C.5. Reduce the time between a youth's referral to the Juvenile Justice system and the adjudication date and start of the probation supervision.
- C.6. Reduce the wait time for youth to start sanction programs and increase the percent of youth completing sanctions.
- C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior.
- C.8. Increase the ability of acting-out, at-risk and delinquent youth to access alcohol and drug, mental health and other services provided by community based organizations, with particular emphasis on home-based models of intensive service.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL D

To protect public safety and control costs:

- ➡ **Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.**

- D.1. Track youth gangs and youth violence incidents
- D.2. Reduce / eliminate youth violence in neighborhood "hot spots"
- D.3. Disrupt the flow of illegal guns to juveniles
- D.4. Allocate supervision and service resources to juveniles based upon risk of recidivism.
- D.5. Identify and help children under 12 who appear at risk of committing violent crime or serious, repetitive crimes.
- D.6. Target probation services provided directly by Juvenile Justice staff to youth at risk of committing violent crime or serious, repetitive crimes.
- D.7. Improve the accessibility of intensive, developmentally and culturally appropriate outpatient and residential programs for medium and high risk youth at risk of placement in the OYA Youth Correctional Facilities.
- D.8. Support youth returning to the community after residential placements or time in the Oregon's Youth Correctional Facilities by preventing abrupt interruptions in services and supervision.
- D.9. Shorten the length of stay in detention for youth being held under the authority of the federal Immigration and Naturalization Services [INS].

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL E

To do our work together, more effectively

- ➔ **Share information with community members, partners and staff on what works to prevent juvenile crime and routinely evaluate effectiveness.**

E.1. Share information with community members, partners and staff on "what works" to prevent juvenile crime with particular attention to cultural and gender-specific differences.

E.2. Improve information systems capacity to communicate, exchange and analyze data within and across agencies serving dependent or delinquent youth.

E.3. Build capacity to routinely evaluate the effectiveness of current programs and systems.

E.4. Involve a diverse set of youth in Juvenile Justice planning, policy making and evaluation.

E.5. Develop a collaborative media strategy which links the community building, Take the Time and the school change initiatives and helps to reduce adult fear of youth.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED

Progress is underway on this strategic plan: the following strategies are already being implemented. During the period when this plan was being drafted and reviewed, Ballot Measures 47 and 50 catalyzed the County to fundamentally re-examine its priorities and systems. Juvenile Justice Services used this as an opportunity to realign its departmental efforts with the emerging strategic priorities and to initiate new collaborative efforts with school districts to support prevention and early intervention

To prevent delinquency:

- A.1. Increase school attendance by reducing truancy.
 - Increase collaborative school attendance programs to include schools throughout Multnomah County with high truancy rates.
 - Make school attendance and completion a high priority in probation/parole plans and start measuring results.
 - Implement Gresham Truancy Ordinance

- A.6. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels.
 - Provide tutoring, conflict management and other services for alternative classrooms serving youth involved in the juvenile justice system.
 - Establish the Turnaround School
 - Increase special classrooms or alternative schools for youth not succeeding in mainstream classes or schools.

- A.7. Expand the ability of existing, successful programs to provide program for at-risk youth after school between 3:00 – 6:00 p.m., on weekends and in the summer.
 - Pilot before and after school programs serving youth most at risk of juvenile delinquency.
 - Draw upon established community groups, including churches and other religious centers, to operate drop-in centers to build community and connect young people with culturally-competent, caring adults.
 - Help restore/enhance community schools programs.

To prevent and intervene early in delinquency:

B.2. Increase parent training and support for parents of at-risk, acting-out and delinquent youth in elementary, middle and high schools.

- Increase family support services provided by school resource centers.

B.3. Support efforts to develop and apply the concepts of "community justice" through community courts and other initiatives.

- Initiate a "Community Court" at the King Facility.

B.4. Increase parental involvement in all stages of the juvenile justice process with particular attention to involving parents of youth of color and girls.

- Start weekly Probation Orientation sessions involving youth and parents.

To hold youth accountable, be fair and reduce recidivism:

C.1. Build capacity to intervene promptly with juveniles committing status offenses.

- Support system improvements in service for homeless or runaway youth in accordance with recommendations the Citizens Crime Commission study group.
- Involve community in youth curfew sweeps.
- Establish a youth receiving center in downtown Portland.

C.2. Develop and implement services and system changes to reduce the over-representation of youth of color in the Juvenile Justice system.

- Perform a system-wide analysis to determine the level of potential bias at each decision point in the juvenile justice system

C.3. Develop and use standard, point-valued criteria at key decision points in the Juvenile Justice system to improve equity, consistency and cost-effectiveness.

- Design and implement Case Classification system in order to use quantified information regarding each youth's risk of recidivism, service needs and strengths in developing probation supervision case plans.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED [continued]

C.4 Allow Juvenile Justice counselors to impose consequences on youth for delinquent behavior without returning to the Court, within defined limits.

- Increase supervision due to reduced probation caseloads.

C.6. Reduce the wait time for youth to start sanction programs and increase the percent of youth completing sanctions.

- Implement strategies to increase the percent of youth making full payment Court-ordered restitution.
- Expand day reporting program capacity.
- Expand community service program capacity.

C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior.

- Develop a Juvenile Weekend Forest Camp Program.

C.8. Increase the ability of acting-out, at-risk and delinquent youth to access alcohol and drug, mental health and other services provided by community based organizations, with particular emphasis on home-based models of intensive services.

- Reevaluate systemic gaps in drug and alcohol services available to juveniles and develop strategies to increase services.

To protect public safety and control costs:

D.2. Reduce / eliminate youth violence in neighborhood "hot spots".

- Establish an Interagency Working Group to develop and implement strategies impacting identified gangs as other targeted offenders. Boston Model-Federally funded gang violence initiative

D.4. Allocate supervision and services resources to juveniles based upon risk of recidivism.

- Improve advocacy and referral efforts on behalf of youth during adjudication by ensuring that the public defenders assigned have specialized staff support to assist in evaluating youth needs and recommending alternatives to detention.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED [continued]

D.5. Identify and help children under 12 who appear at risk of committing violent crime or serious, repetitive crimes.

- Assess the system of services available for this under 12 population and recommend any systemic or programmatic improvements needed.

D.6. Target probation services provided by Juvenile Justice staff to youth at risk of committing violent crime or serious, repetitive crimes.

- Establish a specialized Youth and Family Skill Development unit in Juvenile Justice.
- Using a collaborative approach, review and modify the design of systems and programs for gang involved youth.
- Maintain a leadership role in coordinating and evaluating the continuum of community-based and secure residential treatment services for sex offenders.

D.7. Improve the accessibility of intensive, developmentally and culturally appropriate outpatient and residential programs for medium and high risk youth at risk of placement in the OYA Youth Correctional Facilities.

- Specifically address the needs of girls for safe placement services prior to serious criminal activity or pregnancy.

D.8. Support youth returning to the community after residential placements or time in the OYA Youth Correctional Facilities by preventing abrupt interruptions in services and supervision.

- Continue the newly established Alternative Placement Committee to provide Multi-disciplinary Team [MDT] review of all residential placements in Multnomah County.

To do our work together, more effectively:

E.1. Share information with community members, partners and staff on "what works" to prevent juvenile crime with particular attention to cultural and gender-specific differences.

- Implement a two stage public information strategy to: first, educate the public about the juvenile justice system and juvenile crime; and later, promote values of reducing crime, operating cost-effectiveness and alternative programs/practices.
- Train all Juvenile Justice staff and contracted providers in the research findings of "what works" by Don Andrews and other experts.

E.2. Improve information systems capacity to communicate, exchange and analyze data within and across agencies serving dependent or delinquent youth.

- Participate in the design and implementation of a decision support system to allow the exchange of data across juvenile justice system agencies.
- Act as a pilot site for the new statewide Juvenile Justice Information System [JJIS].

E.3. Build capacity to routinely evaluate the effectiveness of current programs and systems.

- Use collaborative approaches in designing and conducting evaluations of departmental and contracted programs.
- Increase the use of focus groups, questionnaires and other tools to gather information about the experiences of youth, families and partners in the juvenile justice system.
- Design and implement departmental systems for routine management review of key results and other programmatic performance data.

E.4. Involve a diverse set of youth in Juvenile Justice planning, policy making and evaluation.

- Conduct focus groups for youth who have various levels of experience with the juvenile justice system.

LOOKING AHEAD: STRATEGIES SUPPORTED BY NEW FUNDING

Multnomah County has joined in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime under locally developed Juvenile Crime Prevention [JCP] plans submitted in the fall of 1998. Multnomah County's JCP Plan will allow our community an opportunity to move forward on the following key strategies and activities to prevent and reduce juvenile crime:

- Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities
- Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.
- Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.
- Plan and implement substance abuse and mental health treatment services for juveniles.
- Design and implement a family and intimate partner violence program for juvenile offenders.
- Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.
- Conduct comprehensive assessments of high risk youth, including substance abuse screening.
- Work in collaboration with SCF and OYA to increase the availability of quality and culturally and gender competent foster/residential placement alternatives for delinquent youth.
- Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime.
- Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudication youth and five beds for post adjudication youth
- Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism.
- Increase ability to assess the risk of suicide and violence against others for youth held in Detention

GAINING WIDESPREAD COMMUNITY OWNERSHIP OF THIS PLAN

Part of the process of developing this draft strategic plan has been to elicit input from a variety of groups with a stake in delinquency prevention and juvenile justice. The membership of the Juvenile Justice and Delinquency Prevention Strategic Planning Committee included leadership from those agencies most directly involved in juvenile justice today. A strong value of this group is to gain widespread community ownership of the strategic plan.

To date, the draft strategic plan has been presented to and discussed with many groups, including several hundred people in a variety of settings:

City of Portland, Police Chief's African American Advisory Council; City of Portland, Police Chief's Asian Advisory Council; City of Portland, Police Chief's Hispanic Advisory Council; Group 3, Leader's Roundtable; Hope and Hard Work; Multnomah Commission on Children and Families [MCCF]; MCCF Youth Advisory Board; Local Public Safety Coordinating Council [LPSCC]; NERPAC [Northeast Recovery Plan Action Committee]; Multnomah Educational Services District Superintendents; Portland Public Schools Cluster Directors and Principals; and the Multnomah County Board of County Commissioners.

Written comments to earlier drafts have been received from:

Camp Fire Boys and Girls, Portland Area, Matthew Nelson and David Jackson ; City of Portland, Bureau of Housing & Community Devel. [BHCD], Karen Belsey; Coalition of Advocates for Equal Access for Girls Action Subcommittee, Pam Patton; Community Project for At Risk Youth, Jeffery Bornfield; DHR Community Partnership Team, Volunteer Program, Jonica Lynn [also parent of children in PPS]; District Attorney, Michael Schrunk; Domestic Violence Coordinator, Chiquita Rollins; Gresham Police Department [GPD], Bridget Saldares; MCCF liaison, Muriel Goldman; MCCF Research Director, Chris Tebben; Multnomah Educational Services District, Sue Richie; Oregon State Police, Criminal Investigations, Lt. Mike White; Police Activities League, Maura White; Portland Police Dept. East Precinct, Lt. Darrel Schenck & others; Portland Public Schools, Carol Matarazzo; Truancy Diversion Project, Meg Bushman; Tualatin Valley Centers, Mary Monnat; Victory Outreach, Sean Cruz; and the Youth Services Consortium, Janet Miller, Patti MacRae, Ben Root.

A broad Public Engagement Plan included:

- Two large community meetings in Portland and Gresham in May;
- A media plan continuing through mid-summer; and
- On-going meetings with various constituencies and stakeholders.

MONITORING THIS PLAN'S IMPLEMENTATION AND SUCCESS

Implementation of this Strategic Plan for Juvenile Justice and Delinquency requires a community level effort. Multnomah County's Department of Community Justice will monitor this plan's implementation and success in an annual report submitted to the LPSCC and MCCF in October of each year. The report will address:

Where have we come? – progress in implementing action plans

Are we being successful? – measurable progress towards benchmark and strategic goals

Do we have reason to believe our strategic direction should be reviewed? – significantly different information about promising practices; changing policies/ conditions

What is next? – upcoming implementation and planning priorities

UPDATING THIS PLAN: WHO, HOW AND WHEN

This strategic plan is intended to align our community's efforts towards Juvenile Justice and Delinquency Prevention for the next 3 to 5 years. As indicated above, we will reassess how well this plan is meeting those needs at least yearly. If there are big changes in policies/conditions or if new research tells us significantly different information about promising practices, it may be appropriate to update this plan in less than three years.

Since juvenile justice is its core mission, the County's Department of Community Justice will continue to lead participatory strategic planning efforts, when needed, and to prepare plan documents for approval by policy-making bodies.



MULTNOMAH COUNTY OREGON

JUVENILE AND ADULT COMMUNITY JUSTICE
ADULT COMMUNITY JUSTICE
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BEVERLY STEIN
COUNTY CHAIR

October 20, 1998

From: Maggie Miller (306-5820)
Public Information Officer

Re: Juvenile Strategic Plan

NEWS RELEASE

Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention

In 1995, the Oregon Legislature directed Oregon counties to plan a comprehensive approach for reducing and preventing juvenile crime.

Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention will be presented to the Board of County Commissioners on Thursday October 22. After the presentation Elyse Clawson, Director of Juvenile and Adult Community Justice, will be available to answer questions regarding juvenile crime in Multnomah County, the Governor's crime prevention plan for Multnomah County, and how the Strategic Plan holds young people accountable when they break the law. The plan also employs strategies in our schools and neighborhoods to keep kids out of trouble in the first place.

When: Thursday October 22, 1998
Time: Meeting starts at 9:30 a.m.
Where: Multnomah County Board Room
1021 SW 4th Ave Room 602
Portland, Oregon
Contact: Maggie Miller

XXXX

Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County

Presentation to the
Board of County Commissioners
October 22, 1998

10/22/98

Department of Community Justice

1

Participants

- ◆ Jointly sponsored by MCCF and LPSCC
- ◆ Led by Multnomah County Department of Community Justice
- ◆ Representation from across the justice system, schools, social services agencies, citizen groups and neighborhoods
- ◆ Extensive public engagement process

10/22/98

Department of Community Justice

2

Charge and Process

- ◆ State legislative requirements established the planning scope:
 - prevention & early intervention; youth in the system; targeted youth, aged 15-17, at greatest risk of violent crime
- ◆ Office of Juvenile Justice & Delinquency Prevention planning model followed:
 - Large Group with Subcommittees for Graduated Sanctions, Prevention and Development

10/22/98

Department of Community Justice

3

Guiding Principles for the Process

- Keep outcome and action focused
- Develop strategies over the continuum of youths' involvement with the system
- Reach scale in our strategies
- Plan and deliver services with respect for differences in culture & gender
- Develop a culture of collaboration
- Build on youths' strengths
- Attend to youths' needs which are linked to criminal behavior

10/22/98

Department of Community Justice

4

Planning Scope

- ◆ Youth who, by their own behavior, are demonstrating that they are at risk of delinquency
- ◆ Strong support for earlier prevention efforts and for the MCCF in its broader planning

10/22/98

Department of Community Justice

5

Benchmark Goals

- ◆ Reduce juvenile crime
- ◆ Increase high school completion
- ◆ Increase citizen satisfaction

10/22/98

Department of Community Justice

6

The Strategic Framework – spans the continuum of youth involvement in the juvenile system

◆ STRATEGIC GOALS :

- Broad 5–10 Year Goals

◆ STRATEGIES .:

- Focused 3– 5 Year Directions

◆ ACTION PLANS:

- Specific 1–3 Year System/Program Changes
detailed in the appendix

10/22/98

Department of Community Justice

7

Strategic Goals

1. To prevent juvenile delinquency:

Support at-risk, acting-out and delinquent youth to complete high school and engage in structured activities after school.

2. To prevent and intervene early in juvenile delinquency:

Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.

10/22/98

Department of Community Justice

8

Strategic Goals [Continued]

3. To hold youth accountable, be fair and reduce recidivism:

Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.

4. To protect public safety and control costs:

Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.

Strategic Goals [Continued]

5. To do our work together, more effectively:

Share information with community members, partners and staff on "what works" to prevent juvenile crime and routinely evaluate effectiveness.

Making Progress

Strategies Already Being Implemented

To prevent or intervene early ...

- ◆ School Attendance Initiative
- ◆ Turnaround School
- ◆ Expand after-school programs
- ◆ Increase family support work at family centers

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Department of Community Justice

11

Strategies Already Being Implemented

To hold youth accountable, be fair...

- ◆ establish a youth receiving center downtown
- ◆ analyze patterns of over-representation in the system
- ◆ case classification
- ◆ increase the day reporting and community services
- ◆ develop the juvenile forest camp weekend program
- ◆ implement home-based alcohol & drug services

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12

Strategies Already Being Implemented

To protect public safety and control costs ...

- ◆ Develop new strategies to identify and help children under 12 who appear at risk of committing violent or serious, repetitive crimes.
- ◆ Establish an interagency working group to reduce violence in specifically targeted neighborhood "hot spots"
- ◆ Evaluate and redesign gang services network
- ◆ Develop Gender-specific services plan
- ◆ Establish a Skill Development unit in Juvenile Justice

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13

Strategies Already Being Implemented

To do our work together, more effectively ...

- ◆ Train all juvenile staff and contract providers on the best practices in community justice
- ◆ Improve information systems capacity
- ◆ Build capacity to routinely evaluate program and system effectiveness
- ◆ Involve a diverse set of youth in Juvenile Justice planning, policy-making and evaluation

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14

Updating this Plan

DCJ will prepare an annual report in October of each year addressing:

- ◆ What have we accomplished?
- ◆ Are we being successful?
- ◆ Do we have reason to believe the strategic direction should be reviewed/revised?
- ◆ What are the upcoming priorities?

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15

Looking Ahead

The Governor's proposed High Risk Juvenile Crime Prevention Plan would provide Multnomah County \$ 5.7 million in biennial funding, starting in July 1999, to implement key strategies which currently lack funding.

10/22/98

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16

Target Population For Governor's Plan

- Serious, repeat offenders – the 7% of juvenile offenders already committing serious, repetitive crimes; plus other youth under probation supervision who are classified as "high risk"
- Youth at risk of violence – youth referred for a first delinquency before the age of 14 who also have had dependency referrals; plus youth who have been referred for a violent offense
- Two geographically defined neighborhoods or school communities – where there is disproportionately more juvenile crime and high school drop-out rates combined with community leadership already committed to collaborative approaches in addressing community issues
- Homeless youth – youth referred by law enforcement for committing status offenses or other non-detainable offenses

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17

Governor's Plan Activities

New program/system initiatives:

- ◆ Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities
- ◆ Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.
- ◆ Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.

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18

Governor's Plan Activities

New program/system initiatives [continued]:

- ◆ Plan and implement substance abuse and mental health treatment services for juveniles.
- ◆ Design and implement a family and intimate partner violence program for juvenile offenders.
- ◆ Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.

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19

Governor's Plan Activities

A portion of the funding must be spent on basic services provided through the juvenile system:

- ◆ Conduct comprehensive assessments of high risk youth, including substance abuse screening.
- ◆ Increase the availability of quality and culturally and gender competent foster/residential placement alternatives
- ◆ Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime.

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20

Governor's Plan Activities

Basic services [continued]

- ◆ Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudication youth and five beds for post adjudication youth
- ◆ Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism. Increase ability to assess the risk of suicide and violence against others for youth held in Detention

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21

Governor's Plan Activities

Diversion Funding Supports Effective, On-going Activities:

- ◆ Turnaround School
- ◆ Flexible funding for juvenile client services
- ◆ Transitional housing
- ◆ Substance abuse and mental health treatment services
- ◆ Reduce probation supervision caseloads

10/22/98

Department of Community Justice

22

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 98-171

Approve the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County.

The Multnomah County Board of Commissioners Finds:

- a. The Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County is intended to align our community's efforts towards juvenile justice and delinquency prevention for the next three to five years.
- b. The scope of the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County was defined to meet the statutory requirements upon the Multnomah Commission on Children and Families (MCCF) and the Local Public Safety Coordinating Council (LPSCC) to plan for delinquency prevention as well as for youth most at risk of progressing into the juvenile corrections system.
- c. The Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County is a plan for our community to work in partnership to reduce juvenile crime and has been developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council and the Multnomah Commission on Children and Families.
- d. Juvenile crime is a serious concern in our community, in Oregon and across the nation.
- e. National research is available to tell us what works best to prevent delinquency and to reduce juvenile crime.
- f. The strategic plan focuses on the following goals:
 - ◆ Support at-risk, acting-out and delinquent youth to complete high school and to engage in structured activities after school.
 - ◆ Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.
 - ◆ Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.
 - ◆ Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.
 - ◆ Share information with community members, partners and staff on "what works" to prevent juvenile crime and routinely evaluate effectiveness.

- g. The Strategic plan in an action plan - Multnomah County, the Cities of Portland and Gresham, Portland Public Schools, Multnomah Education Services District and many non-profit and citizen groups have worked together to develop specific objectives for the next three to five years. Each group has committed to assuming different roles such as "leader," "partner" and/or "advocate." Implementation commitments are set forth in the appendices to the plan.

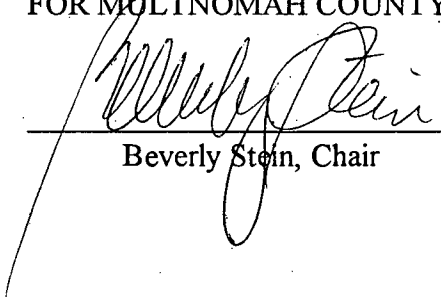
The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners approves the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County.
2. The Board authorizes the Department of Community Justice to monitor this plan's implementation and success and provide an annual status report submitted to the Board, LPSCC and MCCF in October of each year.

Adopted this 22nd day of October, 1998.

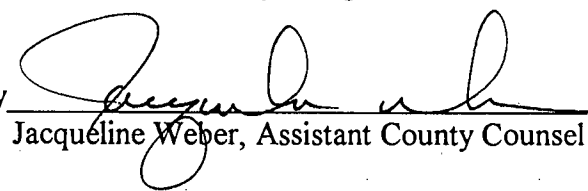


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

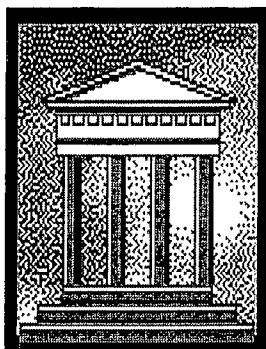

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Jacqueline Weber, Assistant County Counsel

**Strategic Plan for Juvenile Justice
&
Delinquency Prevention
In Multnomah County**



October 5, 1998

Juvenile Justice & Delinquency Prevention Strategic Planning Committee

Elyse Clawson, Director
Strategic Planning Committee Chair
Community Justice

Meganne Steele, Budget & Policy Manager
Staff to the Committee & Document Author
Community Justice

Joanne Fuller, Deputy Director
Graduated Sanctions Subcommittee Chair
Juvenile Community Justice

Michael Balter, Executive Director
Youth Development Subcommittee Chair
The Boys and Girls Aid Society

Elise Anfield, Mayor's Office
City of Portland

Bob Jester
Area Coordinator
Oregon Youth Authority

Bill Beck, Region Director
Portland Public Schools

Ben Kemp
Multi-cultural Specialist
State Office of Services to Children & Families

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Christina Germain
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Executive Director
Public Safety Coordinating Council

Betty Golding
League of Women Voters

Mike Peterson
Neighborhood Leader

Muriel Goldman
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Multnomah Commission on Children and Families

Sue Ritchie
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Melvin Hedgpeth
Law Enforcement Division Commander
Multnomah County Sheriff's Office

Suzanne Riles
Director of Research & Administration
Public Safety Coordinating Council

Bonnie Hobson
Intergovernmental Relations
Portland Public Schools

Norman Rupp
Representative, Citizens Crime Commission

Amy Holmes Hehn
Senior Deputy District Attorney
Juvenile Justice Division, DA's Office

Ingrid Swenson
Metropolitan Public Defender

Linda Jaramillo
Violence Prevention Coordinator
Health Department

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Research Director
Multnomah Commission of Children and Families

Nan Waller
Juvenile Court Referee

TABLE OF CONTENTS

<i>Preamble</i>	2
<i>Executive Summary</i>	3
 <i>WHO WE ARE AND WHAT WE BELIEVE IN</i>	
About this Plan	7
Our Guiding Principles	8
 <i>WHAT WE HAVE LEARNED, WHAT WE KNOW AND WHAT WE WANT</i>	
Data and trends	9
Research tells us what works	24
A broad analysis of the local situation	27
An Overview of the Justice System	28
Our goals	30
 <i>WHAT WE MUST DO, AND WHAT WE MUST DO FIRST</i>	
Strategies to reach our goals	31
Making Progress: Strategies already being implemented	36
Looking ahead: Strategies supported by new funding	41
Gaining widespread community ownership of this plan	42
 <i>WHAT WE WILL DO TO EVALUATE OUR PROGRESS</i>	
Monitoring this plan's implementation and success	43
Updating this plan: Who, How, and When	43
 <i>RELATED AND SUPPORT MATERIALS [Separate Document]</i>	
Description of Juvenile Justice System Programs	A
Action plan: Implementation responsibilities and timelines	B
Search Institute Survey of Student Assets	C

PREAMBLE

The scope of this planning effort was defined to meet State statutory requirements upon the Multnomah Commission on Children and Families [MCCF] and the Local Public Safety Coordinating Council [LPSCC] which require planning for delinquency prevention as well as for youth most at risk of progressing into the juvenile corrections system. At the outset of this planning effort, it was agreed that prevention strategies would address youth who, by their own behavior, are demonstrating that they are at-risk of delinquency. Therefore, this plan does not include many important, earlier prevention strategies.

Participants in this planning process want to communicate our consensus that research demonstrates that early interventions to support healthy growth and development of children are effective in reducing risk of delinquency. We support the MCCF as the body which has primary responsibility for this broader scope of planning for children and families. We support increased attention to and investment in earlier prevention strategies.

EXECUTIVE SUMMARY

The Strategic Plan for Juvenile Justice and Delinquency Prevention is a plan for our community to work in partnership to reduce juvenile crime. This plan has been developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council and the Multnomah Commission on Children and Families. This plan is meant to provide a strategic focus for the full array of groups across Multnomah County who are willing to commit to working to prevent juvenile delinquency and to reduce repeated delinquency.

Shared values and principles guided this collaborative planning effort which involved leadership from the juvenile justice system, local governments, public schools, community-based youth serving organizations and citizen groups. The full set of guiding values and principles the planning work group committed to is presented in this report. The following subset of values and principles were perhaps most pivotal in shaping this strategic plan:

- Keep outcome and action focused – set the stage for implementation.
- Develop strategies over the continuum of youths' involvement with the justice system.
- Reach scale in our strategies to create a measurable impact.
- Plan and deliver services with respect for differences in culture, gender, race and special population needs.
- Develop a culture of collaboration among governmental and non-profit agencies, school professionals, community members and youth.
- View every contact with juveniles as an opportunity to build on youths' strengths.
- Attend to youths' needs that are linked to criminal behavior – even while imposing consequences for unacceptable behavior.

EXECUTIVE SUMMARY

Juvenile crime is a serious concern in our community, in Oregon and across the nation. A variety of factors, including easier access to guns and drugs, contributed to increased rates and seriousness of juvenile crime during the late 1980's and early 1990's. In the past few years, juvenile crime rates started to decline on a national and local level. Highlights of crime and victimization trends are presented in this report.

National research is available to tell us what works best to prevent delinquency and to reduce juvenile crime. Keeping youth in school, engaged in structured activities after school and supported by a caring relationship with a responsible adult are very effective juvenile delinquency prevention and early intervention activities. Strong community norms that support families, develop youth assets and diffuse conflict are also important. It is best to minimize the contact low risk youth have with the juvenile justice system, whereas intensive responses are often appropriate with medium or high-risk youth. Providing swift, sure and balanced responses to delinquency are the most effective means of responding to delinquent behavior. The concept of "graduated sanctions" has become widely accepted; this involves a balance of supervision, services and penalties that graduate to become more intensive if the behavior becomes more serious.

Successful programs work on helping youth learn new ways of behaving, not just looking to the past to develop an understanding of the conditions which led to behavior problems. Other elements of successful programs include: building on the strengths of the youth and his/her family; providing clear and consistent consequences for misconduct; providing opportunities for youth achievement and involvement in program decision-making; providing intensive contact; supporting the transition of the youth back into their family home or school; and offering youth a long-term stake in the community.

Policy priorities already established by the County Board of Commissioners, the Multnomah Commission on Children and Families and the State Legislature provided direction to the strategic planning group in several areas. The County

EXECUTIVE SUMMARY

Commission's adoption of the benchmark goal to "Increase high school completion" provided focus for the juvenile delinquency prevention strategies as well as other County efforts. The collaborative agreement between the Commission on Children and Families, Public Safety Coordinating Council and Community Justice affirms a commitment to reducing over-representation in the juvenile justice system. The State Legislature's adoption of Senate Bill 1 mandated a strategic planning effort including a "targeted offender plan", focusing resources on youth at risk of violent crime.

This strategic plan is an action plan – Multnomah County, the Cities of Portland and Gresham, Portland Public Schools, Multnomah Education Services District and many non-profit and citizen groups have worked together to develop specific objectives for the next three to five years. Each group has committed to assuming different roles such as "leader", "partner" and/or "advocate." Implementation commitments and timelines are set forth in the appendices to this report.

Progress towards these strategic goals is already underway. During the period of plan development and review, Ballot Measures 47 and 50 catalyzed the County to fundamentally re-examine its priorities and how it works. Juvenile Justice used this as an opportunity to align departmental efforts with the emerging strategic priorities and to initiate new collaborative efforts with the schools to support prevention and early intervention.

CONTINUUM OF INVOLVEMENT WITH THE JUVENILE JUSTICE SYSTEM

The OJJDP Comprehensive Planning Framework:

YOUTH "OUTSIDE" THE SYSTEM		CONTINUUM OF GRADUATED SANCTIONS				
All Youth →	Youth at Greatest Risk →	Immediate Intervention → [DIVERSION]	Intermediate Sanctions → [PROBATION]	Community Confinement → [RESID. CARE]	Correctional Facilities → [OYA FACILITIES]	Aftercare

Local Strategic Goals Along The Continuum :

To hold youth accountable, be fair and reduce recidivism:

A. Support at-risk, acting-out and delinquent youth to complete high school and to engage in structured activities after school.

To prevent and intervene early in juvenile delinquency:

B. Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.

To hold youth accountable, be fair and reduce recidivism:

C. Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.

To protect public safety and control costs:

D. Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.

To do our work together, more effectively:

E. Share information with community members, partners and staff on "what works" to prevent juvenile crime and routinely evaluate effectiveness.

ABOUT THIS PLAN

This plan was developed by the Juvenile Justice and Delinquency Prevention Strategic Planning Committee, a large working group including leadership from the juvenile justice system, local governments, public school systems, community-based youth serving agencies and citizen groups. The Committee organized itself into three subcommittees: Prevention, Graduated Sanctions and Development. The Prevention and Graduated Sanctions Subcommittees each focused on distinct populations of youth along the continuum of involvement with youth in the juvenile justice system. The Development Subcommittee worked to ensure that the values and tools of youth development were incorporated into all strategies in the plan.

Elected officials and law enforcement from the cities of Portland and Gresham have joined with County Chair Beverly Stein to ensure that this plan reflects a shared commitment to preventing juvenile delinquency and reducing violent crime. Mayor Vera Katz, Commissioner Jim Francesconi and Chief Charles Moose joined Chair Stein in a "Juvenile Justice Plan Steering Committee." The steering committee agreed to allow time for the Mayor and Commissioner Francesconi, respectively, to develop strategies to reduce gun violence and to increase early intervention programs for at-risk youth. The City of Gresham is already implementing efforts that are directly supportive of the strategies in this plan.

Of the many other contributors to this plan, the Portland Public School's administration and the Superintendents of all the School Districts within the Multnomah County Educational Services District deserve special acknowledgement. These educators shaped the school-related prevention strategies that distinguish this strategic plan for juvenile justice and delinquency prevention.

GUIDING VALUES AND PRINCIPLES

In the planning effort, we committed to:

- Keep outcome and action focused -- set the stage for implementation
- Reach scale in our strategies to create a measurable impact
- Plan and deliver services in ways which respect difference in culture, gender and special population needs
- Take into consideration the needs of individual youth in planning and delivering services
- Identify and build on existing, successful approaches
- Work within the established priority frameworks of Multnomah County's three high priority benchmarks and State funding guidelines
- Look for "leverage points" to stimulate systemic changes
- Ensure sustainable change in systems and services
- Develop sustainable agreements among key partners
- Take a resource-rich perspective on the environment
- Develop strategies over the continuum of youths' involvement with the justice system

During implementation, we will work together to:

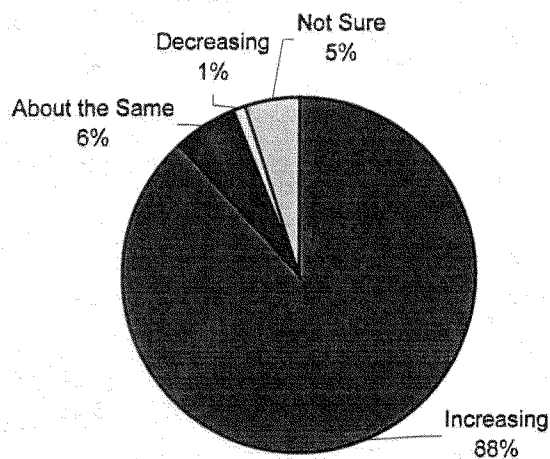
- Develop a culture of collaboration among governmental and non-profit agencies, school professionals, community members and youth
- View every contact with juveniles as an opportunity to build on youths' strengths
- Attend to youths' needs which are linked to criminal behavior - even while imposing consequences for unacceptable behavior
- Plan and deliver services in ways which respect differences in culture, race and gender
- Increase work with families or other reliable, caring adults in the young person's life
- Increase funding flexibility to support service delivery which can be tailored to meet the needs of individual youth

DATA & TRENDS

Juvenile crime is a serious concern in our community, in Oregon and across the nation. Public policy needs to respond to both the perceptions and realities of juvenile crime. The following section highlights data and trends presented to the Strategic Planning Committee: citizen perceptions; actual crime trends; and profiles of youth involved with the juvenile justice system.

CITIZEN PERCEPTIONS

**Most Oregonians Perceive That
Oregon's Juvenile Crime is Increasing**



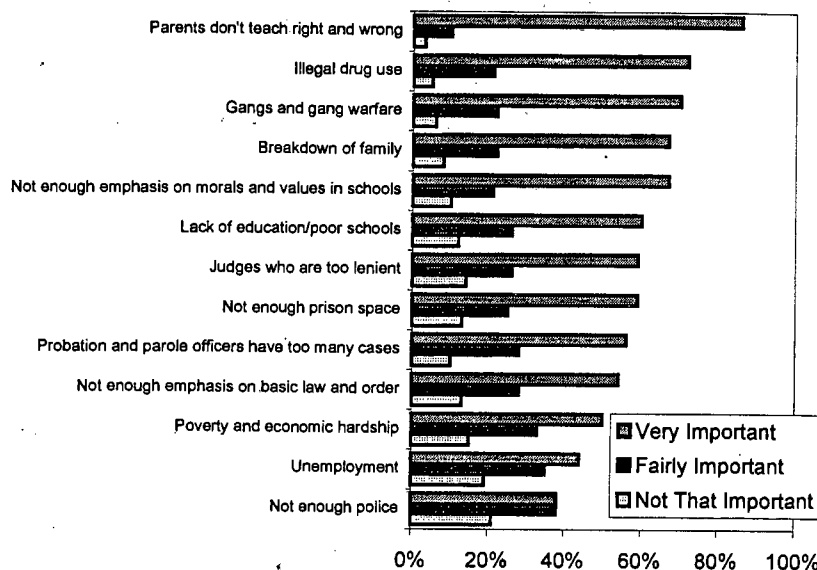
Source: *Crime and Corrections: The Views of the People of Oregon*,
Doble Research Associates, April 1995.

- **Most Oregonians (88%) perceive an increase in Oregon's juvenile crime** from 1990 to 1995, according to an extensive citizen survey by Doble Research Associates.
- **Public concern about youth violence has increased recently** as a result of the tragic shootings in May 1998 at Thurston High School in Springfield, Oregon.

DATA & TRENDS [continued]

CITIZEN PERCEPTIONS [continued]

Views About the Causes of Crime



Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.

- **9 in 10 Oregonians believe that "Parents who don't teach the difference between right and wrong" is a very important cause of crime**
- **More than two-thirds see "A breakdown of the family" and "Not enough emphasis on values in schools" as very important.**
- **More than 7 in 10 also name illegal drug use and the proliferation of gangs as major causes of crime.**

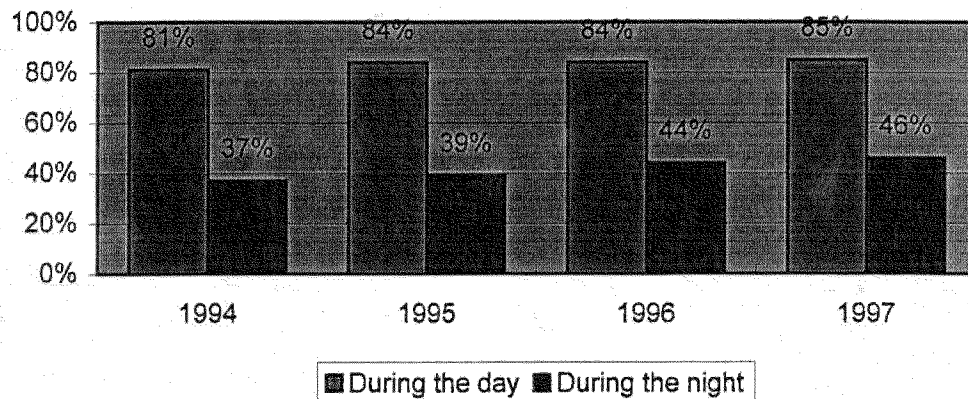
- **Oregonians overwhelmingly favor making greater use of alternative sentences, i.e. restitution, boot camp, community service, strict probation, work centers, and house arrest, instead of prison for *nonviolent offenders*.**
- **Large majorities favor stepped-up rehabilitation efforts for both juveniles and adults.**
- **Oregonians believe almost everyone convicted of a violent crime, including juveniles, should be incarcerated for at least some time.**

(Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.)

DATA & TRENDS [continued]

CITIZEN PERCEPTIONS [continued]

Multnomah County Citizens' Sense of Safety While Walking in Their Neighborhood



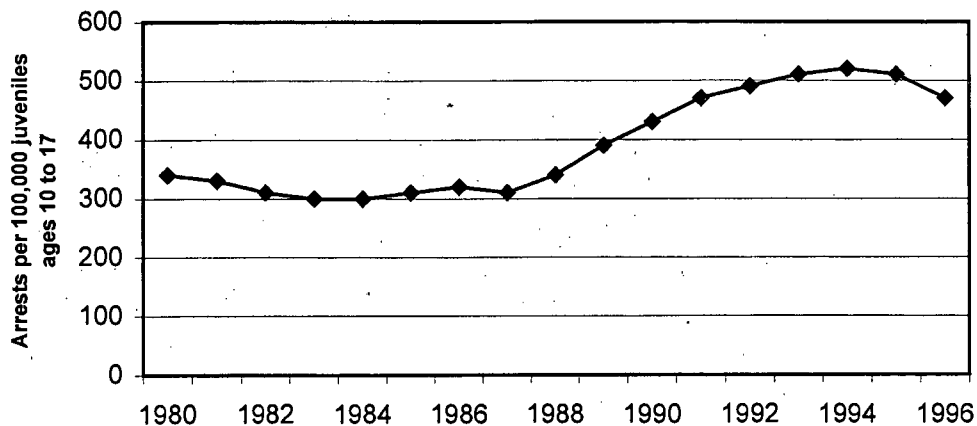
Source: 1997 Portland Multnomah County Citizen Survey

- Over the past four years, Multnomah County citizens' sense of safety walking in their neighborhoods has steadily increased.
- Countywide, most people [85%] feel safe walking in their neighborhoods during the day; less than half [46%] feel safe walking in their neighborhoods at night. Citizens' sense of safety walking at night varies markedly between neighborhoods.

DATA & TRENDS [continued]

NATIONAL JUVENILE CRIME TRENDS

National Juvenile Violent Crime Arrest Rate

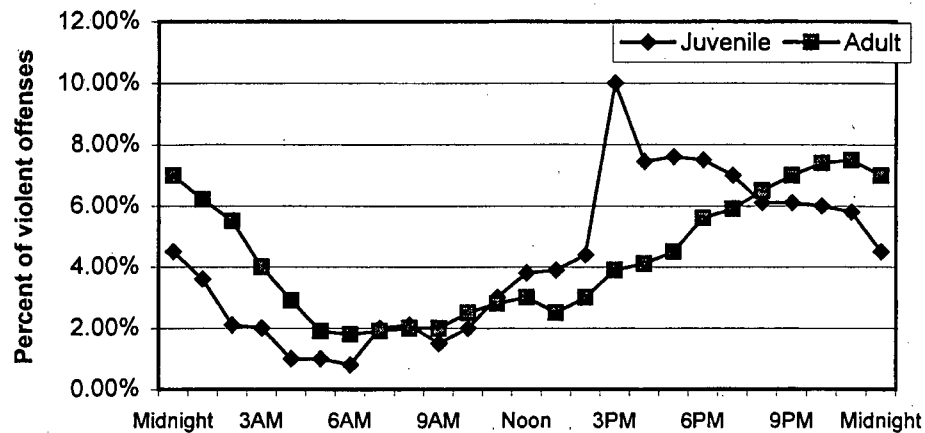


- **The total number of juvenile arrests for violent crimes declined in 1996, for the second year in a row, with murder arrests down 14% and robbery down 8%. The substantial growth in juvenile violent crime arrests that began in the late 1980's peaked in 1994.**
- **Nationally, juveniles accounted for 19% of all arrests and 19% of all violent crime arrests in 1996.** Nearly one-third (32%) of all persons arrested for robbery in 1996 were under age 18, substantially above the juvenile proportion of arrests for other violent crimes: forcible rape (17%), murder (15%), and aggravated assault (15%).
- **Juvenile involvement was disproportionately high in arrests for arson, vandalism, motor vehicle theft, burglary, larceny-theft, robbery, stolen property, disorderly conduct, weapons, and liquor law violation offenses.**

DATA & TRENDS [continued]

NATIONAL JUVENILE CRIME TRENDS [continued]

When do Juvenile and Adult Offenders Commit Violent Crimes in the U.S.?

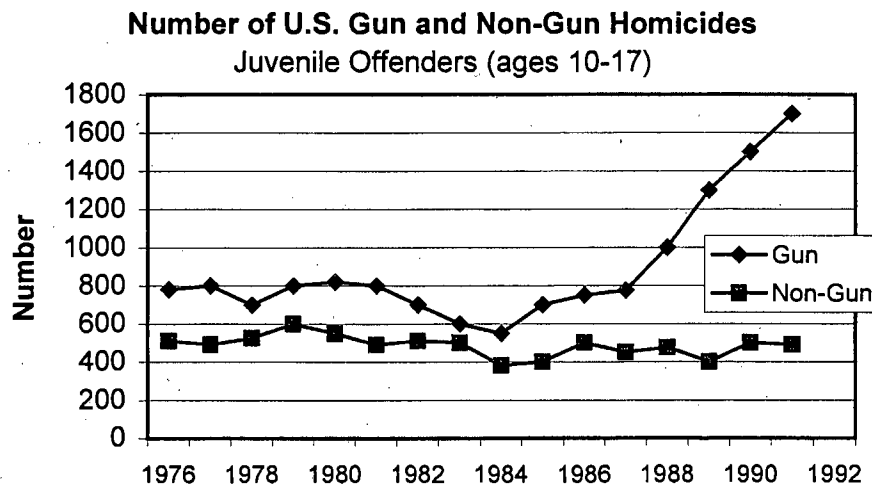


- **The peak time period for juvenile violent crimes is 2 PM to 6 PM,** after the close of the school day, and then declining through the evening hours.
- In contrast with juveniles, the number of violent crimes committed by adults increases from early morning through midnight.
- The time profiles of when juveniles commit violent crimes and when juveniles are the victims of violent crime are similar.

Source: *Combating Violence and Delinquency: The National Juvenile Justice Action Plan Report*, March 1996, Coordinating Council on Juvenile Justice and Delinquency Prevention, Washington, D.C.: Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.

DATA & TRENDS [continued]

NATIONAL JUVENILE CRIME TRENDS [continued]



Source: *Juvenile Homicides - Violence by Young People: Why the Deadly Nexus?*, National Institute of Justice Journal, August 1995.

- **The number of juvenile murders committed with guns each year has doubled since 1985; nationally, this is linked with inner-city drug markets.**

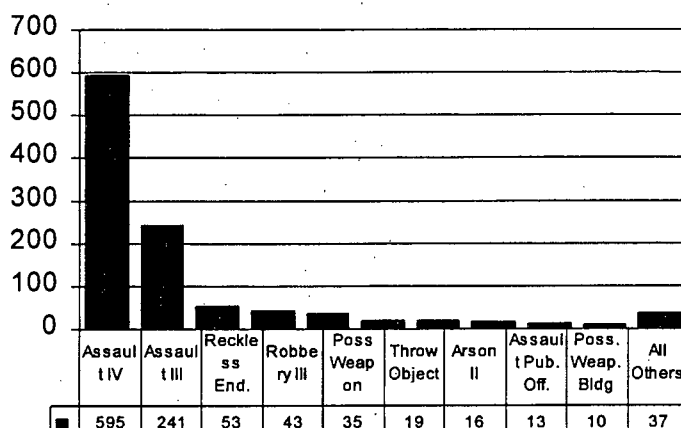
Who are the victims?

- Nationally, juveniles are disproportionately victimized and violence is more concentrated in poor, urban communities.
- The National Crime Victimization Survey in 1994 found that less than half [42%] of all crimes are reported.
- In Multnomah County, black males are more than 10 times more likely to be killed by firearms than are whites.

DATA & TRENDS [continued]

Who are the Violent Offenders?

Top 10 Charges for Referral of Violent Offenders in 1997



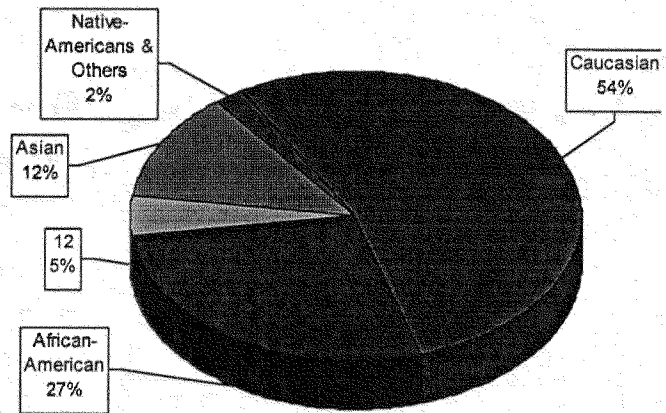
Total Referrals = 1082

- In 1997 there were 1,160 misdemeanor and criminal allegations defined as "violent" offenses¹ and these 1,160 violent allegations comprised 1,082 unique criminal (misdemeanor and felony) referrals.
- These 1,082 referrals were committed by 954 unduplicated "violent" juveniles (1.1 referrals per individual).
- The most frequent charge for all of the referrals made was Assault IV (595) followed by Assault III (241). These two charges comprised over three-quarters of the 1,082 referrals.

¹ Violent offenses are defined by the following 24 allegations and DO NOT INCLUDE MEASURE 11 CHARGES because those offenders are adjudicated within the adult system. Included are referrals for 19 felony charges: Firearm used in felony, Unlawful poss. of machine gun, Felony poss. of firearm, Rape III, Sexual abuse II, Sodomy III, Arson II, Att. assault II, Assault III, Assault IV dom. viol., Robbery III, Riot, Poss. of weapon in pub. bldg., Unlawful use of weapon, Carrying dang. weapon, Unlawful mfg. of destruct. device, Throwing obj. overpass I, Unlawful poss. of weapon; and 5 misdemeanor charges: Assault IV, Reckless endangerment, Assault on pub. safety off., Encourage child sex abuse III, Animal abuse.

DATA & TRENDS [continued]

Juvenile Offenders in 1997: Race *

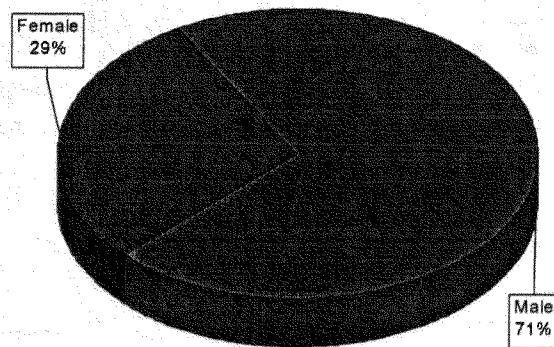


* - Missing Cases =152

N=802

- Half of juvenile offenders are white; half are youth of color; six of seven are males; half are under 15 years old but the greatest risk is 15-16 year olds with low risk after the age of 20

Juvenile Offenders in 1997: Gender*



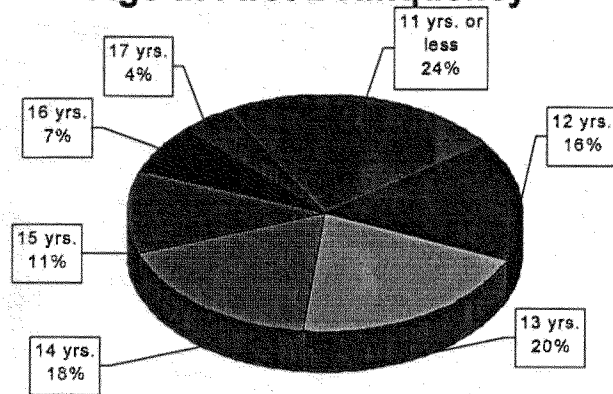
* - Missing Cases =152

N=802

- The typical offender in this group was a male (71.1%), between 15 and 16 years old (38.9%), and Caucasian (53.6%), although over one-quarter of these juveniles were African-American (27.4%).

DATA & TRENDS [continued]

Juvenile Offenders in 1997: Age at First Delinquency *

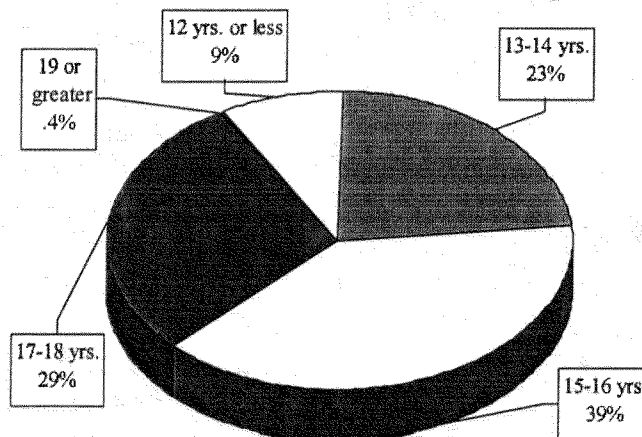


* - Missing Cases =243

N=711

- Over half of these juveniles had their first delinquency referral before 14 years of age (59.9%) and almost one-fourth before the age of 12 (23.3%).
- Almost three-quarters of these juveniles had one or more dependency referrals (74.5%) and just over 70 percent had their first dependency referral at the age of 11 or younger.

Juvenile Offenders in 1997: Age *



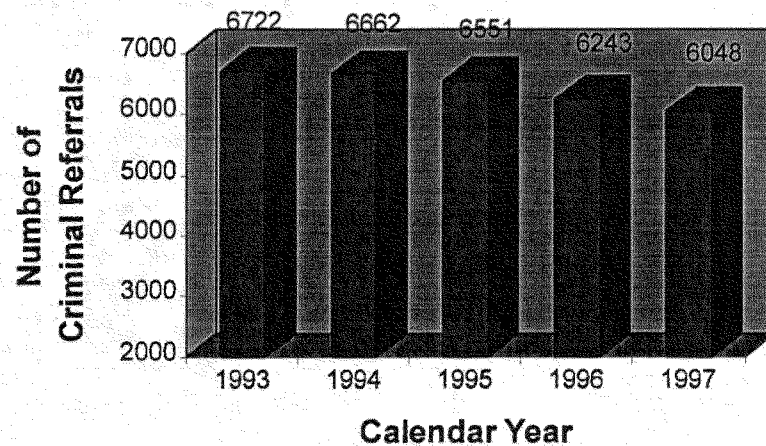
* - Missing Cases =152

N=802

DATA & TRENDS [continued]

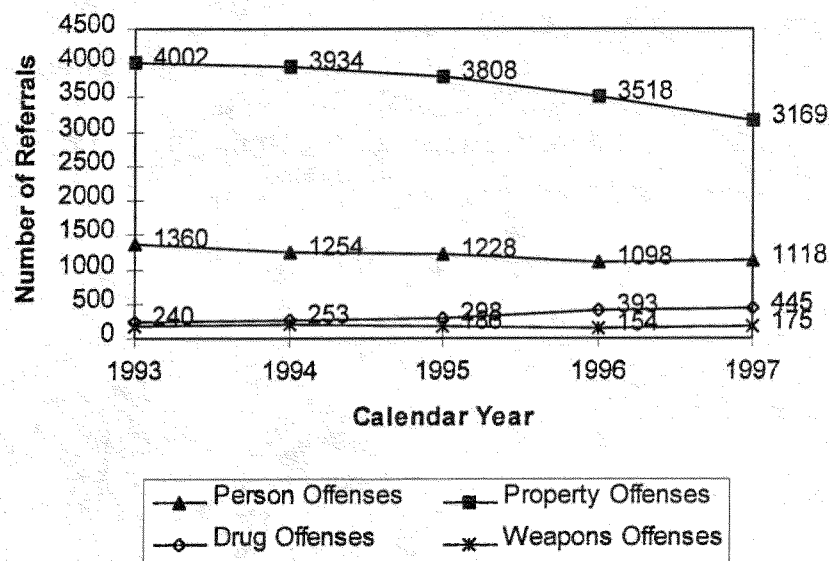
LOCAL JUVENILE CRIME TRENDS

Juvenile Crime Referrals



- **Criminal referrals of juveniles are declining.** The number of criminal referrals of juveniles decreased 9% from 1993 to 1997.

Juvenile Referrals by Type of Offense

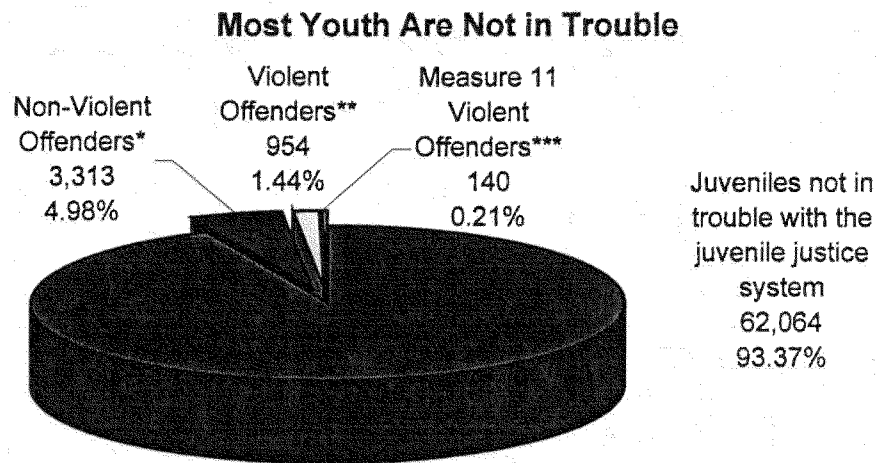


- **Most categories of juvenile crime decreased over the past five years.** From 1993 to 1997, Person offenses declined by 15%; Property offenses decreased 21%; and Weapons offenses decreased 2%.

DATA & TRENDS [continued]

LOCAL JUVENILE CRIME TRENDS [continued]

- **Drug offenses increased significantly as a result of increased enforcement efforts.** The number of drug offenses increased 85% from 1993 to 1997. While there has been a steady increase in this time period, the biggest jump is in the past two years during which the City of Portland has increased enforcement efforts with federal funding for "Operation Northstar."
-



Source: Center for Population Research and Census, PSU ; TJIS data base & DA BM11 data base
* These youth had 6086 criminal (misdemeanor and felony) referrals in 1997.

**Violent offenses were defined by 24 allegations, including 19 felony charges: Firearm used in felony, Unlawful poss. of machine gun, Felony poss. of firearm, Rape III, Sexual abuse II, Sodomy III, Arson II, Att. Assault II, Assault III, Assault IV dom. viol., Robbery III, Riot, Poss. of weapon in pub. bldg., Unlawful use of weapon, Carrying dang. weapon, Unlawful mfg. of destruct. device, Throwing obj. overpass I, Unlawful poss. of weapon; and 5 misdemeanor charges: Assault IV, Reckless endangerment, Assault on pub. safety off., Encourage child sex abuse III, Animal abuse.

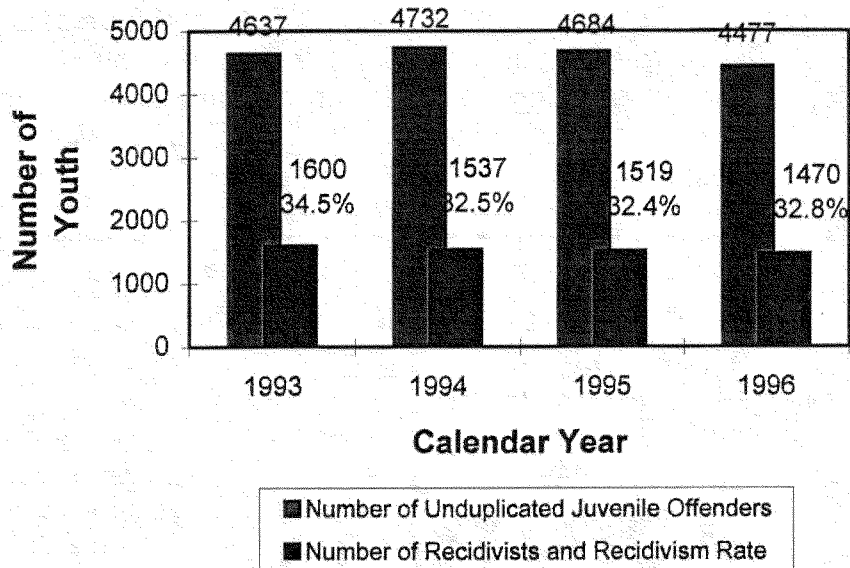
*** In 1997, these youth had criminal referrals of which the most serious offense was a M11 charge.

- **Most juveniles are not in trouble with the juvenile justice system.** The vast majority [93%] of the 66,471 juveniles in Multnomah County were not juvenile offenders in 1997.
- **Most juvenile offenders are not violent offenders.** Of the 4,407 juveniles referred to the juvenile justice system in 1997, 3,313 [75%] were referred for non-violent offenses.
- **Less than 1 in 500 juveniles are violent offenders under Measure 11.** In 1997, there were 140 violent juvenile offenders with Measure 11 offenses – less than 1/2 of 1% of all juveniles in the County.

DATA & TRENDS [continued]

LOCAL JUVENILE CRIME TRENDS [continued]

Juvenile Offenders & Recidivism Rate



- Two out of three youth referred to the juvenile justice system never return. The 12-month recidivism rate has remained stable for the last 3 years.
- There has been a 5% decrease in the number of juvenile offenders over the two-year period since 1994.

DATA & TRENDS

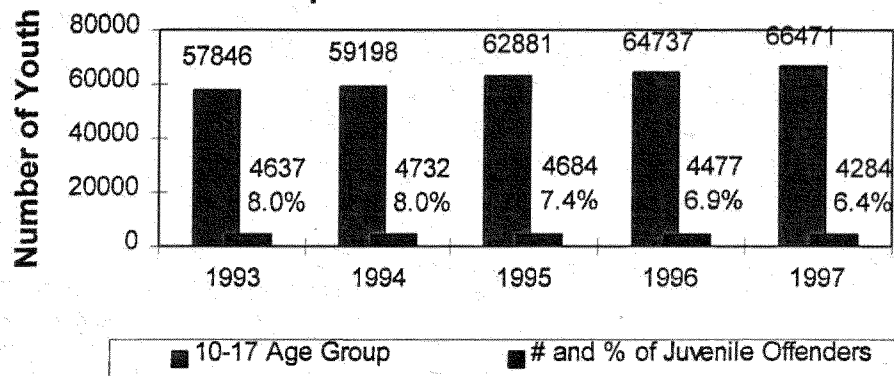
PROFILES OF YOUTH

The federal Office of Juvenile Justice and Delinquency Prevention [OJJDP] comprehensive planning model was adopted by the planning committee as the framework for our local strategic planning effort. The following chart was developed by OJJDP to illustrate the various stages of involvement youth can have with the juvenile system. The data that follows presents a profile of Multnomah County youth at each of these stages along the continuum.

Continuum of Involvement With The Juvenile Justice System						
Youth <i>Outside</i> The System		Continuum of Graduated Sanctions				
All Youth	Youth at Greatest Risk	Immediate Intervention [Diversion]	Intermediate Sanctions [Probation]	Community Confinement [Residential Care]	Training Schools [OYA Schools]	Aftercare
→	→	→	→	→	→	

All Youth

Comparison of Multnomah County Juvenile Population & Juvenile Offenders



- Since 1994, the number of juvenile offenders has decreased every year despite the growth in juvenile population.
- Multnomah County's juvenile population increased by 15% in the past five years; Statewide, the juvenile population in Oregon is expected to increase another 8% by the year 2010

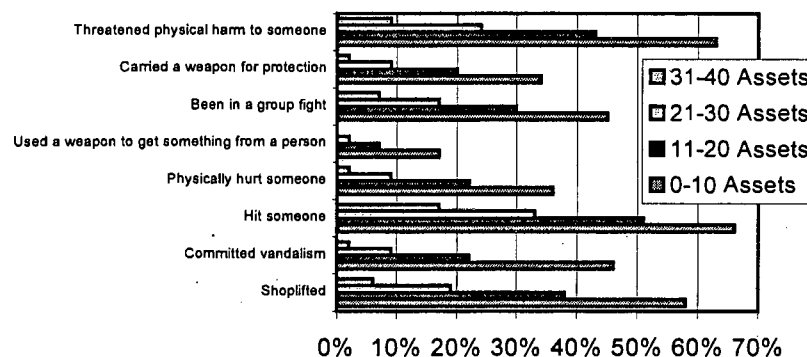
DATA & TRENDS [continued]

PROFILES OF YOUTH [continued]

Youth at Greatest Risk

In order to succeed in school and to avoid delinquency, youth need a variety of assets -- things like a relationship with a caring adult, a commitment to learning and basic social skills. Research has identified 40 assets that are the building blocks for success; young people need at least 30 in order to thrive. In 1997, the Youth Asset Survey was given to 10,000 Multnomah County in grades 6,8, and 10; see Appendix E.

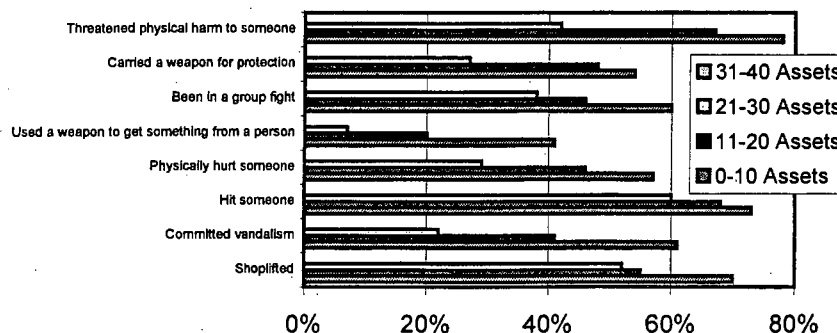
Percent of Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth, Multnomah County Schools, 1997

- There was a high correlation [over 50%] with high-risk behaviors among youth with 10 or fewer assets.
- Youth with the fewest assets are 20 times more likely to report that they've been in trouble with the police in the last year than young people with the most assets.
- Overall, the average number of assets for all youth was 19.
- Differences from school to school were minor except that in alternative schools, which serve more at-risk youth, the average number of assets was 14.

Percent of ALTERNATIVE SCHOOL Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth, Multnomah County Schools, 1997

DATA & TRENDS [continued]

PROFILES OF YOUTH [continued]

Immediate Intervention: Youth Placed in Diversion Program

- Approximately 2400 youth are diverted per year; historically, 25-35% of all referrals are diverted
- Access to diversion appears equitable across ethnic and racial lines; a higher percent of girls are diverted [54%] than boys [46%]
- Youth on their 1st or 2nd referral for offenses such as graffiti and shoplifting are the focus population for diversion

Intermediate Sanctions: Youth on Probation

1200 cases from February 1996 snapshot

- Males 79%; Females 21%
- 59% White; 27% Black; 5% Hispanic; 5% Asian
- Most live with their mother [35%] or both parents [21%]
- First delinquency referrals peak at ages 15-16
- Prior felony referrals: 20% have none; 34% have one; 25% have two; and 21% have three or more
- 1/2 have a history of family instability
- 1/3 have a family member with a history of criminal involvement
- 15% have a Mental Health diagnosis

Community Confinement: Youth in Detention / Treatment

- 2600-2800 youth per year; most staying for 5-7 days in detention
- 55% white; 30% black; 6% Hispanic; 6% Asian
- Mostly males; few females

Multnomah Youth at OYA Youth Correctional Facilities

- 141 youth were committed in 1997 to MacLaren / Hillcrest :
 - 46.8% were for C Felonies, 19.9% were for A Misdemeanors, 14.9% were for A Felonies and 10.6% were for B Felonies.
 - 91% of youth committed were male.
- African Americans accounted for 36% of commitments in 1997 and Caucasians accounted for 56%.
- The top 10 common offenses [usually multiple crimes were committed]: Unauthorized Use of a Vehicle; Robbery II; Robbery I; Burglary I; Sodomy I; Assault III; Distribution of a Controlled Substance; Attempted Assault II; Assault II

RESEARCH TELLS US WHAT WORKS

What works to prevent delinquency and to turn-around low risk youth is not the same as what works to stop the criminal behavior of medium/high risk youth. In fact, sometimes it is just the opposite. For example, a combination of supervision, services and sanctions has been shown to be the most effective strategy for reducing recidivism among medium/high risk offenders. However, bringing low risk youth into sustained contact with the juvenile system actually increases the likelihood of recidivism.

What Works To Prevent or Intervene Early in Delinquency

What Works	What Does NOT Work
<ul style="list-style-type: none">■ Keeping youth in school■ A caring relationship with a responsible adult■ After-school activities which apply youth development philosophies including recreation, mentoring and gang prevention■ Tutoring■ Vocational training and employment skill-building when combined with intensive educational components.■ Neighborhood-based programs in high-risk areas designed to build on strengths and to respect cultural backgrounds/history	<ul style="list-style-type: none">■ Mentoring relationships that are uncritically supportive, regardless of how a youth is behaving■ Gang street workers and citizen patrols when those efforts are conducted in isolation; however, these can be effective as part of more comprehensive approaches which provide juveniles with opportunities to get involved in constructive activities and provide support in building skills to change their behavior

RESEARCH TELLS US WHAT WORKS [continued]

What Works for Juveniles Involved in the Justice System

What Works	What Does NOT Work
<ul style="list-style-type: none">■ Graduated sanctions [such as day reporting, restitution, etc.]■ Behaviorally oriented treatment programs■ Targeted interventions■ Successful programs have these common elements:<ul style="list-style-type: none">❖ build on youth and family strengths❖ provide clear and consistent consequences for misconduct; provide opportunities for youth achievement and involvement in program decision-making❖ operate mostly outside the justice system❖ involve intensive contact❖ emphasize reintegration and re-entry services❖ offer youth a long-term stake in the community	<ul style="list-style-type: none">■ Conventional individual psychological counseling■ Peer group counseling strategies in which offenders talk together without substantial interventions to address their underlying issues■ Deterrence and "shock" approaches such as "Scared Straight"■ Programs that DO NOT succeed have these common elements:<ul style="list-style-type: none">❖ one-time or short-term contact with offenders❖ unclear developmental rationale❖ little attempt to change the environment or "ecological" situation

RESEARCH TELLS US WHAT WORKS [continued]

GRADUATED SANCTIONS

The principles of "graduated sanctions" are considered among the most promising practices in juvenile justice. In this context, "sanctions" means penalties or consequences and "graduated" refers to various levels of severity. Such a set of graduated sanctions programs provides a framework for ensuring consistent and proportionate responses to youths' delinquent behavior.

- Immediate sanctions should be applied within the community for first time, non-violent offenders; an example could be prompt assignment to a community service paint crew when the offense is graffiti.
- Intermediate sanctions should be applied within the community for more serious offenders; an example could be Court-ordered restitution payments and required attendance at a day-reporting center after school.
- Secure care programs for the most violent offenders; pre-trial secure custody is provided in the County's Juvenile Detention facility and the State operates Youth Correctional Facilities for sentenced youths.
- Aftercare programs that provide high levels of social control and treatment programs; for example, supervised transitional housing programs for youth returning to the community from State Training Schools.

At each stage of the continuum, offenders should be subject to repetitive responses to the repeat behaviors or, as appropriate, increasingly severe responses to more serious offenses. Most well structured graduated sanctions programs appear to be more effective than incarceration in reducing recidivism – and they generally cost much less.

A BROAD ANALYSIS OF THE LOCAL SITUATION

In Multnomah County, we face various strengths, weaknesses, opportunities and threats that influence our ability to succeed in juvenile justice and delinquency prevention strategies.

STRENGTHS

- Juvenile crime is recognized as an important area for public policy innovation and resource investment.
- A culture of collaboration is developing among governmental, private and community groups in Multnomah County.
- Citizens are concerned and willing to support resource investment to increase public safety.

WEAKNESSES

- Limited data to use in evaluating existing systems and services.
- Lack of private sector involvement.
- Local and state agencies have overlapping roles which hinder coordinated services and create some disincentives for prevention/early intervention.
- We are still inexperienced at truly collaborative planning & implementation across agencies.

OPPORTUNITIES

- All levels of government are focused on the importance of juvenile justice and delinquency prevention.
- Policy level agreement exists on the need to focus on school attendance as a prevention initiative.
- National research is available to tell us what works and what does not work in juvenile justice and delinquency prevention.
- Advances in computer technology have created new opportunities to use data for decision making and evaluation.

THREATS

- Accessibility of guns and drugs.
- Culture of violence in society overall [television, etc.].
- Relaxing of community norms.
- Adolescence is being extended by contemporary urban societies, leaving young people with few constructive avenues through which to express their emerging adulthood.
- Families and communities are taking less responsibility for raising children, particularly "difficult" children which is leading to unrealistic, unfeasible expectations that government can/should "fix" all problems.
- Many teenagers, particularly youth of color, are profoundly pessimistic about their futures as individuals and as a group.

AN OVERVIEW OF THE JUVENILE JUSTICE SYSTEM

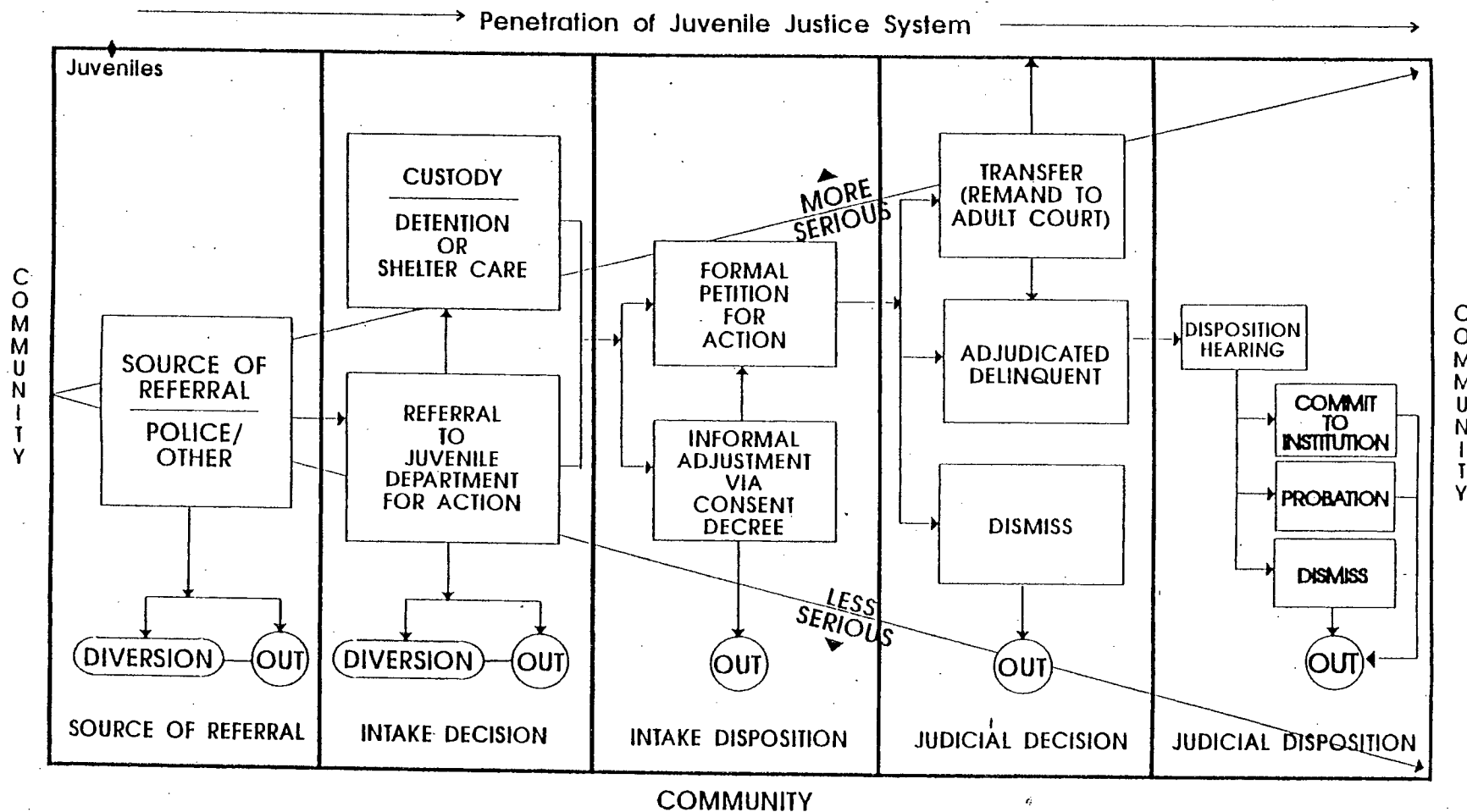
Oregon's juvenile justice system was significantly altered in 1995 as a result of Senate Bill 1 and Ballot Measures 11 and 40. Senate Bill 1 changed the goals of the State's juvenile justice system to focus primarily on holding youth accountable for delinquent behavior and reducing violent crime. The Oregon Youth Authority [OYA] was established as an independent department, separate from the former Children Services' Division [CSD]. Ballot Measure 11 requires that first time violent offenders aged 15 and over be treated as adults, subject to mandatory minimum sentences of 5 years, 7 months. Ballot Measure 40, approved in 1996, imposes new restrictions on pretrial release and sentencing procedures, and provides crime victims new opportunities to participate in the justice system.

In general, staffing levels, operating resources and facilities are able to support the core functions of detention, adjudication support and probation supervision in Multnomah County. This represents a significant improvement from the situation that led to a Consent Decree in 1992 wherein the County agreed to construct a new juvenile detention facility and operate it in accordance with specific staffing and operating standards. The new 191-bed secure detention facility operates as a regional, multi-purpose facility. Recent declines in juvenile referral rates have made probation caseload sizes more manageable and have permitted staff to begin implementation of supervision, services and sanctions program improvements. A comprehensive set of Juvenile Justice program descriptions is presented in the appendices.

Significant gaps remain in the overall system:

- Alcohol and drug services
- Mental health services
- Programming specifically suited to youth of color and girls
- Ability of schools to deal with troubled kids
- Juvenile violence prevention efforts
- Positive adult role models in the lives of troubled youths
- Availability of after school activities

GENERIC FLOWCHART FOR JUVENILE JUSTICE SYSTEM IN OREGON, 1996



AN OVER VIEW OF THE JUVENILE JUSTICE SYSTEM [continued]

OUR GOALS

Our goals are designed to help achieve Multnomah County's high priority benchmarks to:

- Reduce juvenile crime
 - Increase high school completion
 - Increase citizen satisfaction
-

To prevent delinquency:

- ➔ **Support at-risk, acting-out and delinquent youth to stay in school and to engage in structured activities after school.**

To prevent delinquency and intervene early in delinquency:

- ➔ **Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.**

To hold youth accountable, be fair and reduce recidivism:

- ➔ **Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.**

To protect public safety and control costs:

- ➔ **Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.**

To do our work together, more effectively

- ➔ **Share information with community members, partners and staff on what works to prevent juvenile crime and routinely evaluate effectiveness.**

STRATEGIES TO REACH OUR GOALS

STRATEGIC GOAL A

To prevent delinquency:

- ➔ **Support at-risk, acting-out and delinquent youth to complete high school and to engage in structured activities after school.**

- A.1. Increase school attendance by reducing truancy.
- A.2. Provide youth more individual control and choice in shaping their school experience.
- A.3. Involve youth in school decision-making
- A.4. Increase the ability of schools to address academic needs of youth at risk, especially youth of color.
- A.5. Increase workplace and supervisory flexibility to encourage parents and other adults to become involved in schools and more generally in the lives of young people.
- A.6. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels..
- A.7. Expand the ability of existing, successful programs to provide programs for at-risk youth after school between 3:00 - 6:00 p.m., on weekends and in the summer.
- A.8. Increase job readiness and self-sufficiency skills of high-risk youth that are linked with industry needs.
- A.9. Adjust school schedules for middle and high school youth so that school starts and finishes later.
- A.10. Develop strategies to get kids directly home following school, after-school or evening activities.
- A.11. Infuse more adults into schools as mentors, helpers, role models, etc.
- A.12. Increase the ability of parents to advocate for the educational needs of their at-risk/acting-out children.
- A.13. Advocate for continued or expanded funding of services to at-risk youth [Level 7] through the Youth Investment System.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL B

To prevent and intervene early in delinquency:

- ➔ **Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.**

- B.1. Increase the number of high-risk youth who have weekly contact with an adult role model.
- B.2. Increase parent training and support for parents of at-risk, acting-out and delinquent youth in elementary, middle and high schools.
- B.3. Support efforts to develop and apply the concepts of "community justice" through community courts and other initiatives.
- B.4. Increase parental involvement in all stages of the juvenile justice process with particular attention to involving parents of youth of color and girls.
- B.5. Create a comprehensive climate change in a school or neighborhood to increase adult involvement in the lives of youth, build the sense of community and reduce conflict and delinquency.
- B.6. Increase youth awareness of and reporting of family and intimate partner violence experiences and provide support services.
- B.7. Explore the cost/ benefits of establishing a Teen Court.
- B.8. Increase opportunities for youth and adults to work together in community service projects.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL C

To hold youth accountable, be fair and reduce recidivism:

- ➔ **Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.**

- C.1. Build capacity to intervene promptly with juveniles committing status offenses.
- C.2. Develop and implement services and system changes to reduce the over-representation of youth of color in the juvenile justice system.
- C.3. Develop and use standard, point-valued criteria at key decision points in the Juvenile Justice system to improve equity, consistency and cost-effectiveness.
- C.4. Allow Juvenile Justice Counselors to impose consequences on youth for delinquent behavior without returning to the Court, within defined limits.
- C.5. Reduce the time between a youth's referral to the Juvenile Justice system and the adjudication date and start of the probation supervision.
- C.6. Reduce the wait time for youth to start sanction programs and increase the percent of youth completing sanctions.
- C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior.
- C.8. Increase the ability of acting-out, at-risk and delinquent youth to access alcohol and drug, mental health and other services provided by community-based organizations, with particular emphasis on home-based models of intensive service.

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL D

To protect public safety and control costs:

- ➔ **Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.**

- D.1. Track youth gangs and youth violence incidents.
- D.2. Reduce / eliminate youth violence in neighborhood "hot spots".
- D.3. Disrupt the flow of illegal guns to juveniles.
- D.4. Allocate supervision and service resources to juveniles based upon risk of recidivism.
- D.5. Identify and help children under 12 who appear at risk of committing violent crime or serious, repetitive crimes.
- D.6. Target probation services provided directly by Juvenile Justice staff to youth at risk of committing violent crime or serious, repetitive crimes.
- D.7. Improve the accessibility of intensive, developmentally and culturally appropriate outpatient and residential programs for medium and high risk youth at risk of placement in the OYA Youth Correctional Facilities.
- D.8. Support youth returning to the community after residential placements or time in the Oregon's Youth Correctional Facilities by preventing abrupt interruptions in services and supervision.
- D.9. Shorten the length of stay in detention for youth being held under the authority of the federal Immigration and Naturalization Services [INS].

STRATEGIES TO REACH OUR GOALS [continued]

STRATEGIC GOAL E

To do our work together, more effectively

- ➔ **Share information with community members, partners and staff on what works to prevent juvenile crime and routinely evaluate effectiveness.**

E.1. Share information with community members, partners and staff on "what works" to prevent juvenile crime with particular attention to cultural and gender-specific differences.

E.2. Improve information systems capacity to communicate, exchange and analyze data within and across agencies serving dependent or delinquent youth.

E.3. Build capacity to routinely evaluate the effectiveness of current programs and systems.

E.4. Involve a diverse set of youth in Juvenile Justice planning, policy making and evaluation.

E.5. Develop a collaborative media strategy which links the community building, Take the Time and the school change initiatives and helps to reduce adult fear of youth.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED

Progress is underway on this strategic plan: the following strategies are already being implemented. During the period when this plan was being drafted and reviewed, Ballot Measures 47 and 50 catalyzed the County to fundamentally re-examine its priorities and systems. Juvenile Justice Services used this as an opportunity to realign its departmental efforts with the emerging strategic priorities and to initiate new collaborative efforts with school districts to support prevention and early intervention

To prevent delinquency:

- A.1. Increase school attendance by reducing truancy.
 - Increase collaborative school attendance programs to include schools throughout Multnomah County with high truancy rates.
 - Make school attendance and completion a high priority in probation/parole plans and start measuring results.
 - Implement Gresham Truancy Ordinance.
- A.6. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels.
 - Provide tutoring, conflict management and other services for alternative classrooms serving youth involved in the juvenile justice system.
 - Establish the Turnaround School.
 - Increase special classrooms or alternative schools for youth not succeeding in mainstream classes or schools.
- A.7. Expand the ability of existing, successful programs to provide program for at-risk youth after school between 3:00 – 6:00 p.m., on weekends and in the summer.
 - Pilot before and after school programs serving youth most at risk of juvenile delinquency.
 - Draw upon established community groups, including churches and other religious centers, to operate drop-in centers to build community and connect young people with culturally competent, caring adults.
 - Help restore/enhance community schools programs.

To prevent and intervene early in delinquency:

B.2. Increase parent training and support for parents of at-risk, acting-out and delinquent youth in elementary, middle and high schools.

- Increase family support services provided by school resource centers.

B.3. Support efforts to develop and apply the concepts of "community justice" through community courts and other initiatives.

- Initiate a "Community Court" at the King Facility.

B.4. Increase parental involvement in all stages of the juvenile justice process with particular attention to involving parents of youth of color and girls.

- Start weekly Probation Orientation sessions involving youth and parents.

To hold youth accountable, be fair and reduce recidivism:

C.1. Build capacity to intervene promptly with juveniles committing status offenses.

- Support system improvements in service for homeless or runaway youth in accordance with recommendations the Citizens Crime Commission study group.
- Involve community in youth curfew sweeps.
- Establish a youth receiving center in downtown Portland.

C.2. Develop and implement services and system changes to reduce the over-representation of youth of color in the Juvenile Justice system.

- Perform a system-wide analysis to determine the level of potential bias at each decision point in the juvenile justice system.

C.3. Develop and use standard, point-valued criteria at key decision points in the Juvenile Justice system to improve equity, consistency and cost-effectiveness.

- Design and implement Case Classification system in order to use quantified information regarding each youth's risk of recidivism, service needs and strengths in developing probation supervision case plans.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED [continued]

C.4 Allow Juvenile Justice counselors to impose consequences on youth for delinquent behavior without returning to the Court, within defined limits.

- Increase supervision due to reduced probation caseloads.

C.6. Reduce the wait time for youth to start sanction programs and increase the percent of youth completing sanctions.

- Implement strategies to increase the percent of youth making full payment Court-ordered restitution.
- Expand day reporting program capacity.
- Expand community service program capacity.

C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior.

- Develop a Juvenile Weekend Forest Camp Program.

C.8. Increase the ability of acting-out, at-risk and delinquent youth to access alcohol and drug, mental health and other services provided by community-based organizations, with particular emphasis on home-based models of intensive services.

- Reevaluate systemic gaps in drug and alcohol services available to juveniles and develop strategies to increase services.

To protect public safety and control costs:

D.2. Reduce / eliminate youth violence in neighborhood "hot spots".

- Establish an Interagency Working Group to develop and implement strategies impacting identified gangs as other targeted offenders. Boston Model-Federally funded gang violence initiative.

D.4. Allocate supervision and services resources to juveniles based upon risk of recidivism.

- Improve advocacy and referral efforts on behalf of youth during adjudication by ensuring that the public defenders assigned have specialized staff support to assist in evaluating youth needs and recommending alternatives to detention.

PROGRESS: STRATEGIES ALREADY BEING IMPLEMENTED [continued]

D.5. Identify and help children under 12 who appear at risk of committing violent crime or serious, repetitive crimes.

- Assess the system of services available for this under 12 population and recommend any systemic or programmatic improvements needed.

D.6. Target probation services provided by Juvenile Justice staff to youth at risk of committing violent crime or serious, repetitive crimes.

- Establish a specialized Youth and Family Skill Development unit in Juvenile Justice.
- Using a collaborative approach, review and modify the design of systems and programs for gang involved youth.
- Maintain a leadership role in coordinating and evaluating the continuum of community-based and secure residential treatment services for sex offenders.

D.7. Improve the accessibility of intensive, developmentally and culturally appropriate outpatient and residential programs for medium and high risk youth at risk of placement in the OYA Youth Correctional Facilities.

- Specifically address the needs of girls for safe placement services prior to serious criminal activity or pregnancy.

D.8. Support youth returning to the community after residential placements or time in the OYA Youth Correctional Facilities by preventing abrupt interruptions in services and supervision.

- Continue the newly established Alternative Placement Committee to provide Multi-disciplinary Team [MDT] review of all residential placements in Multnomah County.

To do our work together, more effectively:

E.1. Share information with community members, partners and staff on "what works" to prevent juvenile crime with particular attention to cultural and gender-specific differences.

- Implement a two stage public information strategy to: first, educate the public about the juvenile justice system and juvenile crime; and later, to promote the values of reducing crime and operating cost-effective and alternative programs/practices.
- Train all Juvenile Justice staff and contracted providers in the research findings of "what works" by Don Andrews and other experts.

E.2. Improve information systems capacity to communicate, exchange and analyze data within and across agencies serving dependent or delinquent youth.

- Participate in the design and implementation of a decision support system to allow the exchange of data across juvenile justice system agencies.
- Act as a pilot site for the new statewide Juvenile Justice Information System [JJIS].

E.3. Build capacity to routinely evaluate the effectiveness of current programs and systems.

- Use collaborative approaches in designing and conducting evaluations of departmental and contracted programs.
- Increase the use of focus groups, questionnaires and other tools to gather information about the experiences of youth, families and partners in the juvenile justice system.
- Design and implement departmental systems for routine management review of key results and other programmatic performance data.

E.4. Involve a diverse set of youth in Juvenile Justice planning, policy making and evaluation.

- Conduct focus groups for youth who have various levels of experience with the juvenile justice system.

LOOKING AHEAD: STRATEGIES SUPPORTED BY NEW FUNDING

Multnomah County has joined in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime under locally developed Juvenile Crime Prevention [JCP] plans submitted in the fall of 1998. Multnomah County's JCP Plan will allow our community an opportunity to move forward on the following key strategies and activities to prevent and reduce juvenile crime:

- Join with the community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities.
- Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.
- Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.
- Plan and implement substance abuse and mental health treatment services for juveniles.
- Design and implement a family and intimate partner violence program for juvenile offenders.
- Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.
- Conduct comprehensive assessments of high-risk youth, including substance abuse screening.
- Work in collaboration with SCF and OYA to increase the availability of quality and culturally and gender competent foster/residential placement alternatives for delinquent youth.
- Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime.
- Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudication youth and five beds for post adjudication youth.
- Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism.
- Increase ability to assess the risk of suicide and violence against others for youth held in Detention.

GAINING WIDESPREAD COMMUNITY OWNERSHIP OF THIS PLAN

Part of the process of developing this draft strategic plan has been to elicit input from a variety of groups with a stake in delinquency prevention and juvenile justice. The membership of the Juvenile Justice and Delinquency Prevention Strategic Planning Committee included leadership from those agencies most directly involved in juvenile justice today. A strong value of this group is to gain widespread community ownership of the strategic plan.

To date, the draft strategic plan has been presented to and discussed with many groups, including several hundred people in a variety of settings:

City of Portland, Police Chief's African American Advisory Council; City of Portland, Police Chief's Asian Advisory Council; City of Portland, Police Chief's Hispanic Advisory Council; Group 3, Leader's Roundtable; Hope and Hard Work; Multnomah Commission on Children and Families [MCCF]; MCCF Youth Advisory Board; Local Public Safety Coordinating Council [LPSCC]; NERPAC [Northeast Recovery Plan Action Committee]; Multnomah Educational Services District Superintendents; Portland Public Schools Cluster Directors and Principals; and the Multnomah County Board of County Commissioners.

Written comments to earlier drafts have been received from:

Camp Fire Boys and Girls, Portland Area, Matthew Nelson and David Jackson ; City of Portland, Bureau of Housing & Community Devel. [BHCD], Karen Belsey; Coalition of Advocates for Equal Access for Girls Action Subcommittee, Pam Patton; Community Project for At Risk Youth, Jeffery Bornfield; DHR Community Partnership Team, Volunteer Program, Jonica Lynn [also parent of children in PPS]; District Attorney, Michael Schrunk; Domestic Violence Coordinator, Chiquita Rollins; Gresham Police Department [GPD], Bridget Saludaes; MCCF liaison, Muriel Goldman; MCCF Research Director, Chris Tebben; Multnomah Educational Services District, Sue Richie; Oregon State Police, Criminal Investigations, Lt. Mike White; Police Activities League, Maura White; Portland Police Dept. East Precinct, Lt. Darrel Schenck & others; Portland Public Schools, Carol Matarazzo; Truancy Diversion Project, Meg Bushman; Tualatin Valley Centers, Mary Monnat; Victory Outreach, Sean Cruz; and the Youth Services Consortium, Janet Miller, Patti MacRae, Ben Root.

A broad Public Engagement Plan included:

- Two large community meetings in Portland and Gresham in May;
- A media plan continuing through mid-summer; and
- On-going meetings with various constituencies and stakeholders.

MONITORING THIS PLAN'S IMPLEMENTATION AND SUCCESS

Implementation of this Strategic Plan for Juvenile Justice and Delinquency requires a community level effort. Multnomah County's Department of Community Justice will monitor this plan's implementation and success in an annual report submitted to the LPSCC and MCCF in October of each year. The report will address:

Where have we come? – progress in implementing action plans
Are we being successful? – measurable progress towards benchmark and strategic goals

Do we have reason to believe our strategic direction should be reviewed? – significantly different information about promising practices; changing policies/ conditions

What is next? – upcoming implementation and planning priorities

UPDATING THIS PLAN: WHO, HOW AND WHEN

This strategic plan is intended to align our community's efforts towards Juvenile Justice and Delinquency Prevention for the next 3 to 5 years. As indicated above, we will reassess how well this plan is meeting those needs at least yearly. If there are big changes in policies/conditions or if new research tells us significantly different information about promising practices, it may be appropriate to update this plan in less than three years.

Since juvenile justice is its core mission, the County's Department of Community Justice will continue to lead participatory strategic planning efforts, when needed, and to prepare plan documents for approval by policy-making bodies.

MEETING DATE: OCT 22 1998
AGENDA
NO: R-5
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: The High Risk Juvenile Crime Prevention Plan for Multnomah County

Board Briefing:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 10/22/98

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Community Justice

DIVISION: Juv. Comm. Justice

CONTACT: Meganne Steele

TELEPHONE #: 248-3961

BLDG/ROOM#: 311/JJD

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED

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

SUGGESTED AGENDA TITLE

Resolution to approve the High Risk Juvenile Crime Prevention Plan for Multnomah County

10/27/98 copies to Lore Joplin to Distribute
SIGNATURES REQUIRED

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions? Please call the Board Clerk @ 248-3277

98 OCT 14 AM 9:52
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice
DATE: October 13, 1998
SUBJECT: Resolution to approve the High Risk Juvenile Crime Prevention Plan for
Multnomah County

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice recommends the Board adopt the Resolution to Approve the High Risk Juvenile Crime Prevention Plan for Multnomah County

II. BACKGROUND/ANALYSIS:

On June 25, 1998, Governor Kitzhaber signed Executive Order No. EO 98-09 which established the Juvenile Crime Prevention Advisory Committee (JCPAC) to *review county plans to prevent high-risk juvenile crime and to recommend such plans to the Governor for funding*. In December, after assessing the county plans, the JCPAC will make recommendations to the Governor regarding local plan funding commendations.

In response to this charge, the broad cross section of stakeholders who worked together for two years to develop the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County also came together in a positive and engaging collaborative process with a charge to develop and recommend a High Risk Juvenile Crime Prevention (JCP) Plan. This plan was forwarded to the JCPAC on September 15, 1998 for assessment and evaluation.

The County is pleased to join in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime. Participating in this partnership not only supports statewide and community objectives, but also furthers the strategies outlined in the Strategic Plan for Juvenile Justice and Delinquency Prevention.

III. FINANCIAL IMPACT:

Pending legislative appropriation, the County may negotiate an Intergovernmental Agreement with the State for funding of the High Risk Juvenile Crime Prevention Plan.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

The High Risk Juvenile Crime Prevention Plan is directly linked to the County's benchmark goals of increasing high school completion and reducing crime.

VII. CITIZEN PARTICIPATION:

The High Risk Juvenile Crime Prevention Planning Committee which was a subcommittee of the Strategic Planning Committee included leadership from non-profit and citizen groups.

VIII. OTHER GOVERNMENTAL PARTICIPATION:

This plan represents the collaborative efforts of multiple stakeholders, including the Multnomah County Department of Community and Family Services, the Commission on Children and Families, the Public Safety Coordinating Council, the Cities of Portland and Gresham, Portland Public Schools and Multnomah Education Services District.

HIGH RISK JUVENILE CRIME PREVENTION PLAN FOR MULTNOMAH COUNTY

PLANNING INSTRUCTIONS:

The following criteria will be used by the Juvenile Crime Prevention Advisory Committee to assess and evaluate consolidated Juvenile Crime Prevention Plans submitted by counties or regions. Pending legislative appropriation, these plans will be funded through Intergovernmental Agreement (IGA) between the State and each county/region after negotiation of juvenile crime prevention plans for youth with multiple risk factors. Plans will be funded and implemented at the dollar level budgeted by the legislative assembly.

SECTION A. EXECUTIVE SUMMARY FOR MULTNOMAH COUNTY

Develop an executive summary that provides a synopsis of the findings and recommendations of the entire plan.

Multnomah County is pleased to join in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime. Participating in this partnership not only supports state-wide and community objectives, but also furthers the strategies outlined in Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention. The broad cross section of stakeholders who worked together for two years to develop the County's Strategic Plan also came together in a positive and engaging collaborative process to develop this Juvenile Crime Prevention [JCP] Plan. Multnomah County's JCP Plan provides our community with an opportunity to move forward on many promising strategies and activities to prevent and reduce juvenile crime.

The Problem of Juvenile Crime

Juvenile crime is a serious concern in our community, in Oregon and across the nation. A variety of factors, including easier access to guns and drugs, contributed to increased rates and seriousness of juvenile crime during the late 1980's and early 1990's. In the past few years, juvenile crime rates started to decline at both the national and local levels. In Multnomah County, we have begun to understand more about the juvenile crime patterns and juvenile offenders:

- ◆ Most of the nearly 63,000 juveniles in Multnomah County are not in trouble with the juvenile justice system: about 7% were referred to the juvenile justice system in 1997.

- ◆ Juvenile delinquency rates vary significantly between neighborhoods in Multnomah County; areas with more juvenile delinquency also have higher truancy rates at public schools.
- ◆ Youth of color are disproportionately referred to the juvenile justice system and are more likely to be committed to the OYA Youth Correctional Facilities.
- ◆ Serious, repeat juvenile offenders represent a small percentage [7%] of the juveniles referred for delinquency in 1997; this small group of repeat offenders committed more than half of the repeat juvenile crime in the 12 months following their referral.
- ◆ More than two thirds of youth referred for violent offenses in 1997 had their first court referral for abuse or abandonment prior to the age of 12 and almost one-fourth had their first delinquency referral prior to the age of 12.
- ◆ Alcohol and drug abuse is an issue for about 60% of the population under probation supervision who score high on our local risk assessment scale; youth scoring high on this risk assessment represent the most serious juvenile offenders supervised in Multnomah County.
- ◆ The incidence of domestic violence by juvenile offenders appears to be increasing but reliable data is not available to document this trend; data collection tools are being put in place this fall.

Research Tells Us What Works

National research is available to tell us what works best to prevent delinquency and to reduce juvenile crime. Keeping youth in school, engaged in structured activities after school and supported by a caring relationship with a responsible adult are very effective juvenile delinquency prevention and early intervention activities. Strong community norms which support families, develop youth assets and diffuse conflict are also important. It is also best to minimize the contact low risk youth have with the juvenile justice system, whereas intensive responses are often appropriate with medium or high-risk youth. Providing swift, sure and balanced responses to delinquency are the most effective means of responding to delinquent behavior. The concept of "graduated sanctions" has become widely accepted; this involves a balance of supervision, services and penalties which graduate to become more intensive if the behavior becomes more serious.

Successful programs assist youth to learn new ways of behaving, and don't just look to the past to develop an understanding of the conditions which led to behavior problems. Other elements of successful programs include: building on the strengths of the youth and his/her family; providing clear and consistent

consequences for misconduct; providing opportunities for youth achievement and involvement in program decision-making; providing intensive contact; supporting the transition of the youth back into their family home or school; and offering youth a long-term stake in the community.

This JCP Plan is Part of A Broader Strategic Plan

Development of this Juvenile Crime Prevention [JCP] plan has been guided by the Juvenile Justice and Delinquency Prevention Strategic Planning Committee which worked together over the past two years to develop a strategic plan for our community to work in partnership to reduce juvenile crime. The Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County was developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council [LPSCC] and the Multnomah Commission on Children and Families [MCFF]. A subcommittee was formed to craft this JCP plan; the full strategic planning committee reviewed and approved this JCP plan. This plan for high risk youth fits within the umbrella of that larger strategic plan. See Appendix A.

A Broad Cross-Section of the Community Shaped This Plan

Community-based organizations, citizen groups, public schools, social services agency, youth, MCCF, LPSCC, the Courts, the District Attorney's Office, defense bar, Oregon Youth Authority and Juvenile Justice representatives joined together to develop both the broad Strategic Plan for Juvenile Justice and Delinquency Prevention and this JCP plan. Elected officials and law enforcement from the cities of Portland and Gresham have worked with Multnomah County Chair Beverly Stein to ensure that the Strategic Plan reflects a shared commitment to preventing juvenile delinquency and reducing juvenile crime. A broad public engagement process was conducted for the Strategic Plan; it included a series of meetings with key stakeholders, wide distribution of the draft plan and community meetings.

In the planning effort, we committed to:

- Keep outcome and action focused
- Reach scale in our strategies to create a measurable impact
- Plan and deliver services in ways which respect difference in culture, gender and special population needs
- Take into consideration the needs of individual youth in planning and delivering

services

- Identify and build on existing, successful approaches
- Work within the established priority frameworks of Multnomah County's high priority benchmarks and the State's planning guidelines
- Look for "leverage points" to stimulate systemic changes
- Ensure sustainable change in systems and services
- Develop sustainable agreements among key partners
- Take a resource-rich perspective on the environment
- Develop strategies over the continuum of youths' involvement with the justice system

During implementation, we will work together to:

- Plan and deliver services in ways which respect differences in culture, race and gender
- Develop a culture of collaboration among governmental and non-profit agencies, school professionals, community members and youth
- View every contact with juveniles as an opportunity to build on youths' strengths
- Attend to youths' needs which are linked to criminal behavior – even while imposing consequences for unacceptable behavior
- Increase work with families or other reliable, caring adults in the young person's life
- Increase funding flexibility to support service delivery which can be tailored to meet the needs of individual youth

Our Goals

The primary goals of this JCP Plan include the two goals required by the State plus a third goal of increasing high school completion, one of Multnomah County's high priority benchmarks.

- ❖ Reduce juvenile crime.
- ❖ Reduce use of discretionary beds at OYA Correctional Facilities.
- ❖ Increase high school completion.

The secondary goals of this JCP Plan are taken from the larger Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County, thereby ensuring these planning efforts are aligned and supportive of one another.

- A. Support at-risk, acting-out and delinquent youth to stay in school and to engage in structured activities after school.
- B. Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.
- C. Improve the ability of the Juvenile Justice System to provide swift, sure, appropriate and equitable consequences when youth violate the law.
- D. Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.

Target Population

In accordance with the planning guidelines, this JCP Plan targets youth aged 10-17 who are: a) at risk of imminent or increased involvement with the juvenile justice system; b) are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement; and c) have more than one risk factor among: anti-social or acting out behavior; poor family functioning; school failure; substance abuse problems; and negative peer association.

Within these parameters, Multnomah County's planning group has narrowed the target population focus to:

- ❖ Serious, repeat offenders - the 7% of juvenile offenders already committing serious, repetitive crimes; plus other youth under probation supervision who are classified as "high risk"
- ❖ Youth at risk of violence -youth referred for a first delinquency before the age of 14 who also have had dependency referrals; plus youth who have been referred for a violent offense
- ❖ Two geographically defined neighborhoods or school communities - where there is disproportionately more juvenile crime and high school drop-out rates combined with community leadership already committed to collaborative approaches in addressing community issues
- ❖ Homeless youth - youth referred by law enforcement for committing status offenses or other non-detainable offenses

Strategies & Activities To Be Initiated With New Funding

I. Juvenile Non-Offenders with Multiple Risk Factors

- A.) Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities
- B.) Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.
- C.) Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.

II. First Time Offenders with High Risk to Reoffend and Chronic Offenders with Multiple Risk Factors

- A.) Plan and implement substance abuse and mental health treatment services for juveniles.
- B.) Design and implement a family and intimate partner violence program for juvenile offenders.
- C.) Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.

III. Basic Services

Assessment:

- A.) Conduct comprehensive assessments of high risk youth, including substance abuse screening.

Graduated Sanctions:

- B.) Work in collaboration with SCF and OYA to increase the availability of quality and culturally and gender competent foster/residential placement alternatives for delinquent youth.

Supervision:

- C.) Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime.

Shelter Care:

- D.) Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudication youth and five beds for post adjudication youth

Detention:

- E.) Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism.
- F.) Increase ability to assess the risk of suicide and violence against others for youth held in Detention

Diversion Funding Supports Effective, On-going Activities

- A.) Turnaround School – an alternative educational program for high risk youth.
- B.) Flexible funding for juvenile client services – to provide wrap-around services to increase the effectiveness of other interventions.
- C.) Transitional housing – for African American youth returning from OYA Youth Correctional Facilities.
- D.) Substance abuse and mental health treatment services – to support the continuum of services – see related funding from JCP Plan, high risk youth strategies above.
- E.) Reduce probation supervision caseloads – to support more intensive supervision of high risk and gang involved youth through the southeast area office.

Unmet Needs

Funding of this Juvenile Crime Prevention [JCP] Plan, as proposed here, will make a significant contribution in addressing the following unmet needs in Multnomah County:

- Alcohol and drug services
- Mental health services
- Juvenile violence prevention efforts
- Ability of schools and neighborhoods to deal with troubled kids; and, through community building efforts, provide positive adult role models in the lives of troubled youths and availability of after school activities
- Programming specifically suited to youth of color and girls

These were among the most significantly underfunded strategies identified in the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County. A more complete listing of underfunded strategies is presented later in this plan.

SECTION B: BOARD OF COMMISSIONERS INVOLVEMENT AND TRANSMITTAL

Please check all boxes that apply and use the space provided to give a full explanation.

- ☒ 1. The Board of Commissioners has designated a method or process to coordinate existing planning processes and partners. It is described below.
- ☒ 2. The Board of Commissioners has designated an entity responsible for representing the consolidated effort. That entity is the Department of Community Justice.
- ☒ 3a. The Board of Commissioners has provided assurance that funding levels for high-risk youth have been maintained
or
- ☐ 3b. have not been reduced by an amount greater than proportional reductions of county revenue.
or
- ☐ 3c. Unique financial circumstances exist this biennium which prevent the county from maintaining existing efforts for high-risk youth. They are explained below.
- ☒ 4. The Board of Commissioners has approved the plan as the coordinated juvenile crime prevention plan for their county, and ensured that the appropriate state, local, public and private partners are in agreement.

Development of this plan has been guided by the Juvenile Justice and Delinquency Prevention Strategic Planning Committee which has worked together over the past two years to develop a strategic plan for our community to work in partnership to reduce juvenile crime. This plan for high risk youth fits within the umbrella of that larger strategic plan. The Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County was developed as a collaborative effort led by the Multnomah County Department of Community Justice, under the auspices of the Local Public Safety Coordinating Council [LPSCC] and the Multnomah Commission on Children and Families [MCCF.] A subcommittee was formed to craft this high risk plan; the full strategic planning committee reviewed and approved this plan.

SECTION C: PARTNERSHIP INVOLVEMENT

Local CCFs, LPSCCs, LADPCs and school representatives must be involved in the planning process. As discussed in the background statement research indicates that an interdisciplinary team is one of the most effective strategies to address risk factors in multiple domains for youth with multiple risk factors. It is recommended that partners also include members from the list below. Please indicate the partners involved and provide any explanation below.

- | | |
|---|---|
| <input checked="" type="checkbox"/> school officials
<input checked="" type="checkbox"/> juvenile justice system
<input type="checkbox"/> local DHR agencies (AFS, SCF, etc.)
<input checked="" type="checkbox"/> mental health
<input checked="" type="checkbox"/> district attorney
<input checked="" type="checkbox"/> law enforcement
<input checked="" type="checkbox"/> advocacy groups
<input type="checkbox"/> victims
<input type="checkbox"/> OLCC
<input checked="" type="checkbox"/> alcohol, tobacco and other drug prevention coalitions
<input checked="" type="checkbox"/> members from diverse communities
<input checked="" type="checkbox"/> health/mental health providers
<input type="checkbox"/> housing organizations | <input checked="" type="checkbox"/> courts
<input checked="" type="checkbox"/> LPSCCs
<input checked="" type="checkbox"/> alcohol and drug treatment
<input checked="" type="checkbox"/> OYA representative
<input checked="" type="checkbox"/> private providers
<input checked="" type="checkbox"/> local CCF
<input checked="" type="checkbox"/> legislators
<input checked="" type="checkbox"/> county commissioners
<input checked="" type="checkbox"/> bar association
<input type="checkbox"/> tribal organizations
<input checked="" type="checkbox"/> lay citizens
<input checked="" type="checkbox"/> youth
<input checked="" type="checkbox"/> employment specialists
<input checked="" type="checkbox"/> spiritual communities |
|---|---|

Please describe those involved in drafting this plan:

Community-based organizations, citizen groups, public schools, social services agency, youth, MCCF, LPSCC, the Courts, the District Attorney's Office, defense bar, Oregon Youth Authority and Juvenile Justice representatives joined together to develop both the broad Strategic Plan for Juvenile Justice and Delinquency Prevention and this JCP plan. Elected Officials and law enforcement from the cities of Portland and Gresham have worked with Multnomah County Chair Beverly Stein to ensure that the Strategic Plan reflects a shared commitment to preventing juvenile delinquency and reducing juvenile crime. A broad public engagement process was conducted; it included a series of meetings with key stakeholders, wide distribution of the draft plan and community meetings.

High Risk Plan Subcommittee Members:

Elyse Clawson, Community Justice, Director
 Joanne Fuller, Community Justice, Deputy Director, Subcommittee Chair
 Meganne Steele, Community Justice, Budget & Policy Manager,
 Staff to Subcommittee and document author
 Mike Balter, Boys and Girls Aid Society, MCCF & LPSCC
 Jean Berg, PPS – Turnaround School
 Robyn Cole, Oregon Youth Authority

Bill Feyerherm, Portland State University
Cristina Germaine, Commissioner Francesconi's Office
Gwen Griffith, facilitator
Lynn Hingson, Behavioral Health , Community and Family Services
Tony Hobson, Self Enhancement Incorporated
Linda Jaramillo, Violence Prevention, Health Department
Havan Jones, Oregon Youth Authority
Lore Joplin, Community Justice, Senior Administrative Analyst
Mary Li, Community and Family Services
Ginger Martin, Adult Community Justice, A & D
Carol Mattarozzo, Portland Public Schools
Kathy Millard, Community and Family Services
John Miller, Juvenile Justice
Bill Morris, Juvenile Justice
Thach Nguyen, Community Justice, Senior Evaluation Specialist
Carol Stone, Regional Drug Initiative
Dewayne Taylor, Youth Advisory Council
Bishop Wells, Emanuel Temple

Juvenile Justice and Delinquency Prevention Strategic Planning Committee
Members:

Elyse Clawson, Director, Community Justice, Strategic Planning Committee Chair,
Meganne Steele, Budget and Policy Manager, Community Justice,
Staff to the Committee & Document Author
Joanne Fuller, Deputy Director, Community Justice, Graduated Sanctions
Subcommittee Chair
Michael Balter, Executive Director, The Boys and Girls Aid Society,
Youth Development Subcommittee Chair
Elise Marshall, Deputy Manager for Policy, Office of the Mayor, City of Portland
Bill Beck, Region Director, Portland Public Schools
Leland Block, Supervisor, Juvenile Justice
Jim Clay, Executive Director, Multnomah Commission on Children and Families
Robyn Cole, Oregon Youth Authority
Christina Germain, Commissioner's Assistant, Commissioner Jim Francesconi
Betty Golding, League of Women Voters
Muriel Goldman, Representative, Multnomah Commission on Children and
Families
Melvin Hedgpeth, Law Enforcement Division Commander, Multnomah Co.
Sheriff's Office

Amy Holmes Hehn, Senior Deputy District Attorney, Juvenile Justice Division,
District Attorney's Office

Linda Jaramillo, Violence Prevention Coordinator, Health Department

Bob Jester, Area Coordinator, Oregon Youth Authority

Ben Kemp, Multi-cultural Specialist, State Office of Services to Children &
Families

Howard Klink, Community & Family Services

John Miller, Juvenile Justice Supervisor

Cahn Nguyen, Juvenile Court Counselor

Peter Ozanne, Executive Director, Public Safety Coordinating Council

Mike Peterson, Neighborhood Leader

Sue Ritchie, Director of Alternative Education, Multnomah Educational Services
District

Suzanne Riles, Director of Research & Administration, Public Safety
Coord.Council

Norman Rupp, Representative, Citizens' Crime Commission

Ingrid Swenson, Metropolitan Public Defender

Chris Tebben, Research Director, Multnomah Commission of Children and
Families

Nan Waller, Juvenile Court Referee

The Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County has been presented to and discussed with many groups, including several hundred people in a variety of settings: City of Portland, Police Chief's African American Advisory Council; City of Portland, Police Chief's Asian Advisory Council; City of Portland, Police Chief's Hispanic Advisory Council; Group 3, Leader's Roundtable; Hope and Hard Work; Multnomah Commission on Children and Families [MCCF]; MCCF Youth Advisory Board; Local Public Safety Coordinating Council [LPSCC]; NERPAC [Northeast Recovery Plan Action Committee]; Multnomah Educational Services District Superintendents; Portland Public Schools Cluster Directors and Principals; the Local Public Mental Health Authority; and the Multnomah County Board of County Commissioners.

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Community Project for At Risk Youth, Jeffery Bornfield; DHR Community Partnership Team, Volunteer Program, Jonica Lynn [also parent of children in PPS]; District Attorney, Michael Schunk; Domestic Violence Coordinator,

Chiquita Rollins; Gresham Police Department [GPD], Bridget Saludares; MCCF liaison, Muriel Goldman; MCCF Research Director, Chris Tebben; Multnomah Educational Services District, Sue Richie; Oregon State Police, Criminal Investigations, Lt. Mike White; Police Activities League, Maura White; Portland Police Dept. East Precinct, Lt. Darrel Schenck & others; Portland Public Schools, Carol Matarazzo; Truancy Diversion Project, Meg Bushman; Tualatin Valley Centers, Mary Monnat; Victory Outreach, Sean Cruz; and the Youth Services Consortium, Janet Miller, Patti MacRae and Ben Root.

SECTION D: PROFILE OF HIGH RISK BEHAVIOR AND NEEDS

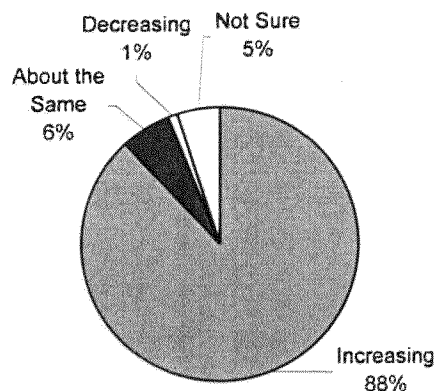
1. Provide a profile of the juvenile crime issues and needs in your community.

Describe the relevant community demographics using existing data sources where possible. The following list was provided to help stimulate ideas for the type of information to include:

- juvenile arrest and crime rates
- Recidivism rates
- Substance abuse use rates
- family functioning indicators
- anti-social behavior data
- school failure information
- Negative peer association indicators
- Incarceration rate of minority offenders
- Gender
- Ethnicity and language
- Race
- Disabilities
- Geography
- socio-economic conditions
- Other

Juvenile crime is a serious concern in our community, in Oregon and across the nation. Public policy needs to respond to both the perceptions and realities of juvenile crime. The following section highlights data and trends presented to the Strategic Planning Committee: citizen perceptions; actual crime trends; and profiles of youth involved with the juvenile justice system.

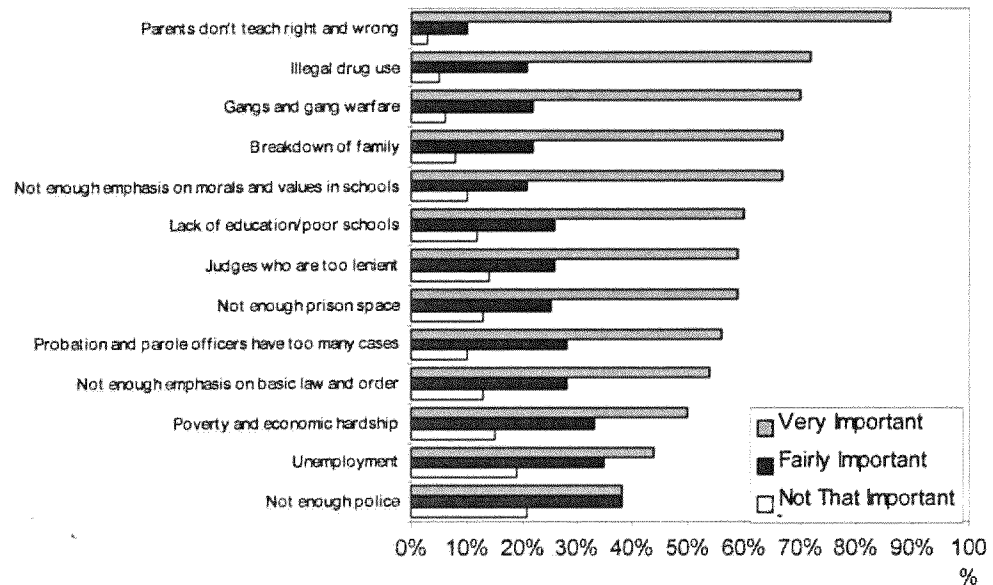
**Most Oregonians Perceive That
Oregon's Juvenile Crime is Increasing**



Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.

- Most Oregonians (88%) perceive an increase in Oregon's juvenile crime from 1990 to 1995, according to an extensive citizen survey by Doble Research Associates.
- Public concern about youth violence has increased recently as a result of the tragic shootings in May 1998 at Thurston High School in Springfield, Oregon.

Views About the Causes of Crime

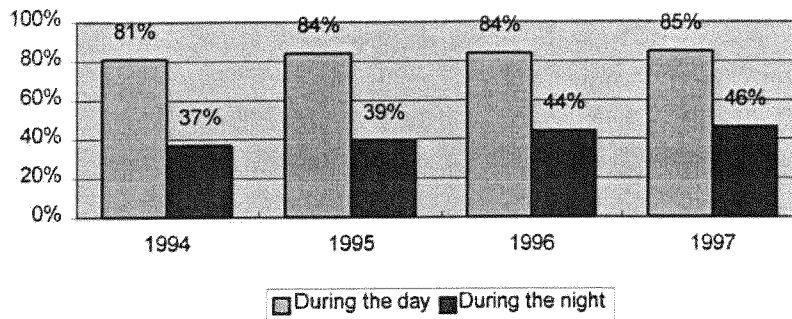


Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.

- 9 in 10 Oregonians believe that "Parents who don't teach the difference between right and wrong" is a very important cause of crime
- More than two-thirds see "A breakdown of the family" and "Not enough emphasis on values in schools" as very important.
- More than 7 in 10 also name illegal drug use and the proliferation of gangs as major causes of crime.
- Oregonians overwhelmingly favor making greater use of alternative sentences, i.e., restitution, boot camp, community service, strict probation, work centers, and house arrest, instead of prison for nonviolent offenders.
- Large majorities favor stepped-up rehabilitation efforts for both juveniles and adults.
- Oregonians believe almost everyone convicted of a violent crime, including juveniles, should be incarcerated for at least some time.

(Source: *Crime and Corrections: The Views of the People of Oregon*, Doble Research Associates, April 1995.)

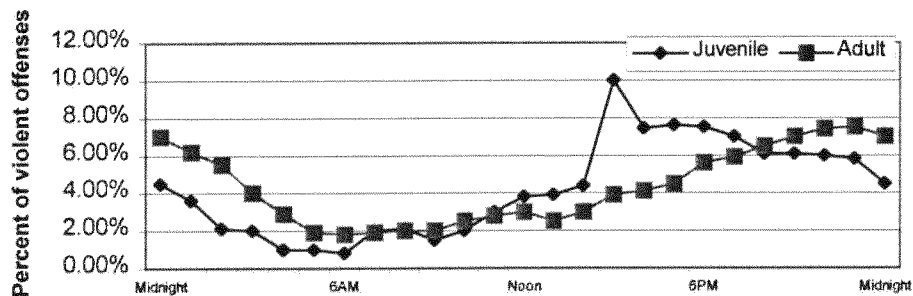
Multnomah County Citizens Sense of Safety While Walking in Their Neighborhood



Source: 1997 Portland Multnomah County Citizen Survey

- Over the past four years, Multnomah County citizens' sense of safety walking in their neighborhoods has steadily increased.
- Countywide, most people [85%] feel safe walking in their neighborhoods during the day; less than half [46%] feel safe walking in their neighborhoods at night. Citizens' sense of safety walking at night varies markedly between neighborhoods.

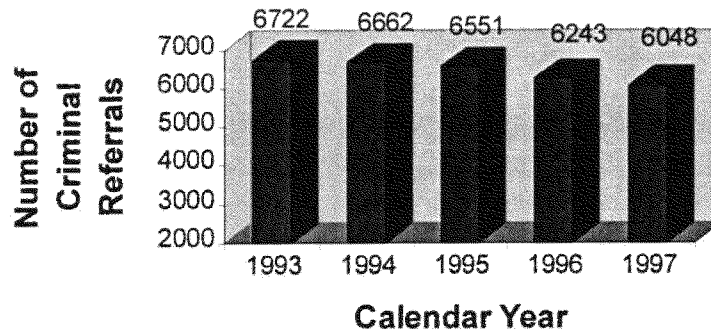
When do Juvenile and Adult Offenders Commit Violent Crimes in the U.S.?



Source: *Combating Violence and Delinquency: The National Juvenile Justice Action Plan Report*, March 1996, Coordinating Council on Juvenile Justice and Delinquency Prevention, Washington, D.C.: Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.

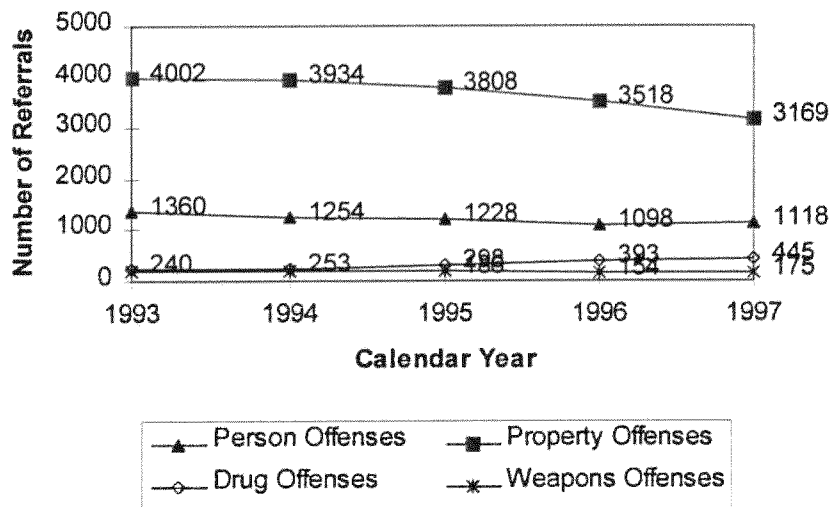
- The peak time period for juvenile violent crimes is 2 PM to 6 PM, after the close of the school day, and then declining through the evening hours.
- In contrast with juveniles, the number of violent crimes committed by adults increases from early morning through midnight.
- The time profiles of when juveniles commit violent crimes and when juveniles are the victims of violent crime are similar.

Juvenile Crime Referrals



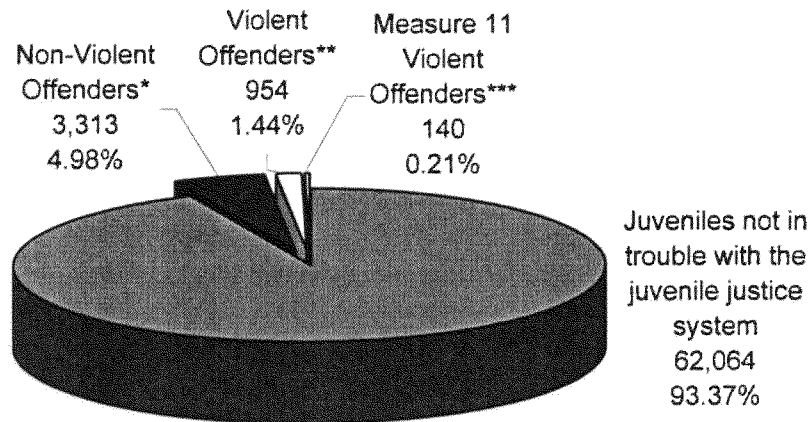
- Criminal referrals of juveniles are declining. The number of criminal referrals of juveniles decreased 9% from 1993 to 1997.

Juvenile Referrals by Type of Offense



- Most categories of juvenile crime decreased over the past five years. From 1993 to 1997, Person offenses declined by 15%; Property offenses decreased 21%; and weapons offenses decreased 2%.
- Drug offenses increased significantly as a result of increased enforcement efforts. The number of drug offenses increased 85% from 1993 to 1997. While there has been a steady increase in this time period, the biggest jump is in the past two years during which the City of Portland has increased enforcement efforts with federal funding for "Operation Northstar."

Percentage of Youth Involved With the Juvenile Justice System



Source: Center for Population Research and Census, PSU ; TJIS data base & DA BM11 data base

* These youth had 6086 criminal (misdemeanor and felony) referrals in 1997.

**Violent offenses were defined by 24 allegations, including 19 felony charges: Firearm used in felony, Unlawful poss. of machine gun, Felony poss. of firearm, Rape III, Sexual abuse II, Sodomy III, Arson II, Att. Assault II, Assault III, Assault IV dom. viol., Robbery III, Riot, Poss. of weapon in pub. bldg., Unlawful use of weapon, Carrying dang. weapon, Unlawful mfg. of destruct. device, Throwing obj. overpass I, Unlawful poss. of weapon; and 5 misdemeanor charges: Assault IV, Reckless endangerment, Assault on pub. safety off., Encourage child sex abuse III, Animal abuse.

*** In 1997, these youth had criminal referrals of which the most serious offense was a M11 charge.

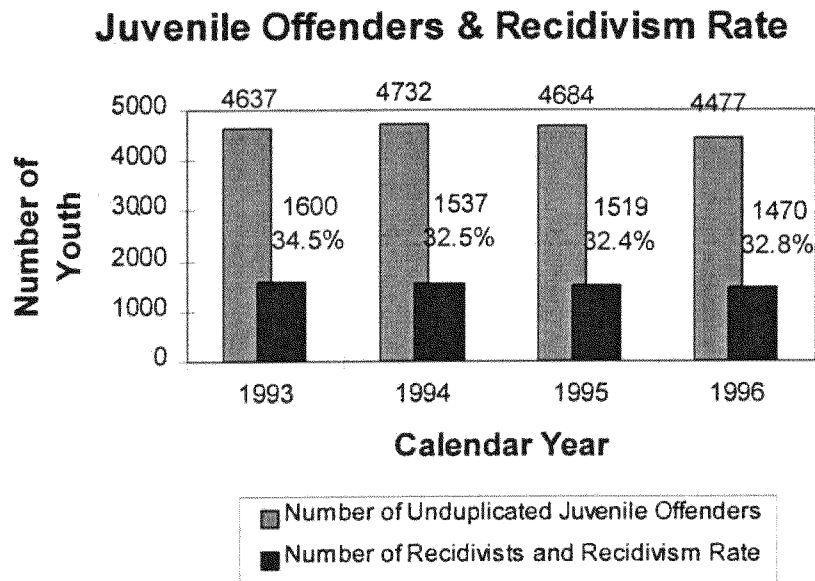
- Most juveniles are not in trouble with the juvenile justice system. The vast majority [93%] of the 66,471 juveniles in Multnomah County were not juvenile offenders in 1997.
- Most juvenile offenders are not violent offenders. Of the 4,407 juveniles referred to the juvenile justice system in 1997, 3,313 [75%] were referred for non-violent offenses.
- Less than 1 in 200 juveniles are violent offenders under Measure 11. In 1997, there were 140 violent juvenile offenders with Measure 11 offenses – less than ½ of 1% of all juveniles in the County.

Who are the victims?

- Nationally, juveniles are disproportionately victimized and violence is more concentrated in poor, urban communities.
- The National Crime Victimization Survey in 1994 found that less than half [42%] of all crimes are reported.
- In Multnomah County, black males are more than 10 times more likely to be killed by firearms than are whites.

Who are the Violent Offenders?

- Half are white; half are youth of color; six out of seven are males; half are under 15 years old but the greatest risk is 15–16 year olds with low risk after the age of 20
- Most initiate violence early in their careers; locally, most Ballot Measure 11 youth have 3 or fewer prior referrals



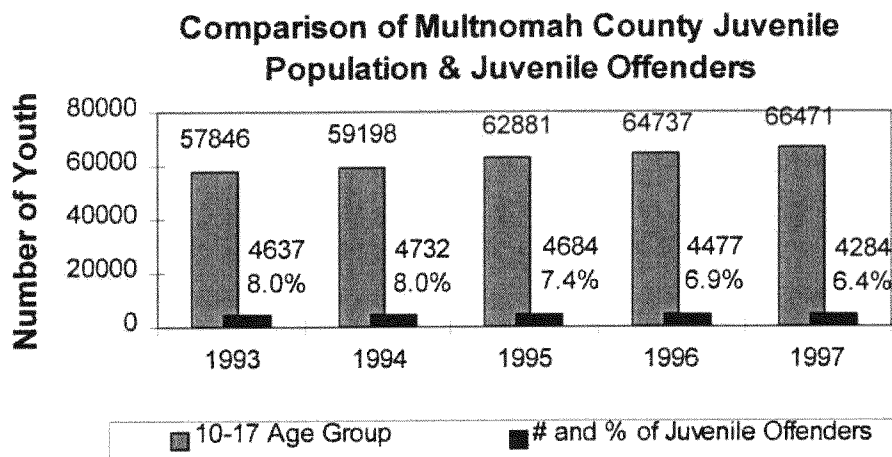
- Two out of three youth referred to the juvenile justice system did not return within a year. The 12-month recidivism rate has remained stable for the last 3 years.
- There has been a 5% decrease in the number of juvenile offenders over the two year period since 1994.

PROFILES OF YOUTH

The federal Office of Juvenile Justice and Delinquency Prevention [OJJDP] comprehensive planning model was adopted by the planning committee as the framework for our local strategic planning effort. The following chart was developed by OJJDP to illustrate the various stages of involvement youth can have with the juvenile system. The data that follows presents a profile of Multnomah County youth at each of these stages along the continuum.

Continuum of Involvement With The Juvenile Justice System						
Youth <i>Outside</i> The System		Continuum of Graduated Sanctions				
All Youth	Youth at Greatest Risk	Immediate Intervention [Diversion]	Intermediate Sanctions [Probation]	Community Confinement [Residential Care]	Training Schools [OYA Schools]	Aftercare
→	→	→	→	→	→	

All Youth

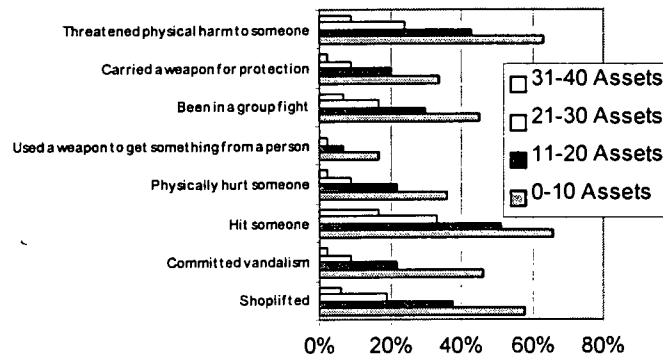


- Since 1994, the number of juvenile offenders has decreased every year despite the growth in juvenile population.
- Multnomah County's juvenile population increased by 15% in the past five years; Statewide, the juvenile population in Oregon is expected to increase another 8% by the year 2010

Youth At Greatest Risk

In order to succeed in school and to avoid delinquency, youth need a variety of assets -- things like a relationship with a caring adult, a commitment to learning and basic social skills. Research has identified 40 assets that are the building blocks for success; young people need at least 30 in order to thrive. In 1997, the Youth Asset Survey was given to 10,000 Multnomah County youth in grades 6, 8, and 10.

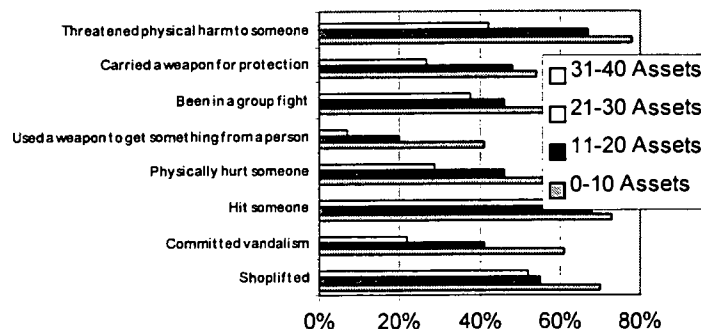
Percent of Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth , Multnomah County Schools, 1997

- There was a high correlation [over 50%] with high risk behaviors among youth with 10 or fewer assets,
- Youth with the fewest assets are 20 times more likely to report that they've been in trouble with the police in the last year than young people with the most assets.
- Overall, the average number of assets for all youth was 19.
- Differences from school to school were minor except that in alternative schools, which serve more at risk youth, the average number of assets was 14.

Percent of ALTERNATIVE SCHOOL Youth Reporting Risk-Taking Behaviors



Source: Developmental Assets: A Profile of Your Youth , Multnomah County Schools, 1997

Immediate Intervention: Youth Placed in Diversion Program

- Approximately 2400 youth are diverted per year; historically, 25–35% of all referrals are diverted
- Access to diversion appears equitable across ethnic and racial lines; a higher percent of girls are diverted [54%] than boys [46%]
- Youth on their 1st or 2nd referral for offenses such as graffiti, shoplifting are the focus population for diversion

Intermediate Sanctions: Youth on Probation

- 1200 Cases from a February 1996 snapshot
- Males 79%; Females 21%
- 59% white; 27% black; 5% Hispanic; 5% Asian
- Most live with their mother [35%] or both parents [21%]
- First delinquency referrals peak at ages 15–16
- Prior felony referrals: 20% have none; 34% have one; 25% have two; and 21% have three or more
- 1/2 have a history of family instability
- 1/3 have a family member with a history of criminal involvement
- 15% have a Mental Health diagnosis

Community Confinement: Youth in Detention / Treatment

- 2600– 2800 youth per year; most staying for 5–7 days in detention
- 55% white; 30% black; 6% Hispanic; 6% Asian
- Mostly males; few females

Multnomah Youth at OYA Youth Correctional Facilities

- 143 youth were committed in 1994 to MacLaren / Hillcrest :
- 70 for property crimes; 62 for crimes against people; and 11 for weapons related or public disorder crimes.]
- The 10 year pattern shows a stable rate in the 1980's, with a big drop in the early 1990's and big jump in 1994.
- Most are males; since 1990 even fewer females have been committed.
- Blacks accounted for 32% of commitments in 1992–94 and whites accounted for 53–56%
- Top 10 common offenses [usually multiple crimes were committed]:
Unauthorized Use of a Vehicle; Robbery II; Robbery I; Burglary I; Sodomy I;
Assault III; Distribution of a Controlled Substance; Attempted Assault II; Assault II

2. Describe the target population for your plan.

The target population must meet the following criteria:

Youth who have more than one risk factor among::

- Anti-social or acting out behavior
- Poor family functioning
- School failure
- Substance abuse problems
- Negative peer association
- AND who are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement. Without intervention such at-risk behavior could lead to imminent or increased involvement in the juvenile justice system.

The guiding protocol for selecting an age group(s) is that it must target youth with multiple risk factors and at risk of delinquency over the next two years. Counties, regions and s should identify each age group based on conditions germane to their respective areas.

In accordance with the planning guidelines, this JCP Plan targets youth aged 10-17 who are: a) at risk of imminent or increased involvement with the juvenile justice system; b) are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement; and c) have more than one risk factor among: anti-social or acting out behavior; poor family functioning; school failure; substance abuse problems; and negative peer association.

Within these parameters, Multnomah County's planning group has narrowed the target population focus to:

- ❖ Serious, repeat offenders – the 7% of juvenile offenders already committing serious, repetitive crimes; plus other youth under probation supervision who are classified as “high risk.” See Appendix C for a profile of the 7% problem and the high risk youth population.
- ❖ Youth at risk of violence –youth referred for a first delinquency before the age of 14 who also have had dependency referrals; plus youth who have been referred for a violent offense. See Appendix D for a profile of youth at risk of violence.
- ❖ Two geographically defined neighborhoods or school communities – where there is disproportionately more juvenile crime and school truancy problems combined with community leadership already committed to collaborative approaches in addressing community issues. See Appendix E for data denoting juvenile crime rates, drop rates and other information by area.
- ❖ Homeless youth – youth picked-up for committing status offenses. See Appendix F for a profile of homeless youth in Multnomah County.

3. Describe the adequacy of each of the following basic services for effective juvenile justice:

Assessment

There is a major gap in Multnomah County's capacity to routinely assess juveniles placed on probation supervision. Currently, Juvenile Court Counselors informally screen youth. Flexible services funds are available to purchase more in-depth individual assessments, but this is done only in unusual cases. Similarly, the County operates a secure, 30 day mental health residential Assessment, Intervention and Treatment Program with a capacity of 15 for youth Court ordered to this assessment.

Local Graduated Sanctions

Multnomah County is about midway through the process of implementing graduated sanctions. With development and implementation of a case classification system starting at adjudication and continuing through probation, Juvenile Justice has been moving towards graduated sanctions for several years. An array of progressive sanction options are in place, including community service, mediation and restitution programs, day reporting, electronic monitoring, weekend forest camp and a secure parole violation unit in detention.

Supervision

Recent increases in counseling staff and declines in juvenile referral rates have made probation caseload sizes more manageable and have permitted staff to begin use of case classification and graduated sanctions programs. The current ratio of offenders to Juvenile Court Counselors is approximately 32. At least four additional Juvenile Court counselors are needed to ensure staff have small enough offender caseloads to reduce recidivism by working more extensively and collaboratively with youths' families, schools, social services providers and communities.

Shelter Care

There is a deficit of an estimated six shelter beds in Multnomah County: one for pre-adjudication youth; and five for post-adjudication youth.

Detention

Multnomah County operates a 191 bed, state-of-the-art, recently constructed multi-purpose detention facility. This secure facility is the pre-adjudication detention resource for Washington, Clackamas and Multnomah counties as well as for other counties on an occasional basis. In addition, there are specialized program units including a parole violators program, a secure assessment program, a sex offender treatment program and a program operated by the Oregon Youth Authority. There remains one vacant, 16 bed unit which is owned by Washington County but is currently unneeded. Use of a quantified Risk Assessment Instrument [RAI] tool has limited the use of detention to youth who pose a significant risk to reoffend or who fail to appear for hearings. There is sufficient capacity to meet future and long-term pre-adjudication detention needs. This represents a significant improvement from the situation which led to a Consent Decree in 1992 wherein the County agreed to construct a new juvenile detention facility and operate it in accordance with specific staffing and operating standards.

Aftercare

Overall, there is a dearth of structured, culturally and gender competent aftercare placements available to youth from Multnomah County. This applies to foster as well as residential care placements. These gaps undermine the treatment gains made while youth were at the OYA Youth Correctional Facilities or at intensive treatment programs, i.e. substance abuse programs.

A comprehensive set of Juvenile Justice program descriptions is presented as Appendix G.

4. State Incentive Grant (SIG) Resources.

Background and Information

Oregon has received a three-year State Incentive Cooperative Agreement from the federal Center for Substance Abuse Prevention as part of the National Youth Substance Abuse Prevention Initiative. The goal of the grant, which will be administered by the Office of Alcohol and Drug Abuse Programs, is to reduce alcohol, tobacco and other drug use by youth (12-17 years of age) through building strong partnerships with Oregon counties for the implementation of effective locally-focused prevention strategies that are founded on scientific research.

Realization of this goal will achieve four outcomes:

1. reduction of ATOD use by youth to state benchmarked levels by the year 2000;
2. reduction of risk factors associated with ATOD use;
3. increase in protective factors associated with delayed or reduced ATOD use; and
4. consolidation and coordination of substance abuse planning and resources

The SIG will complement and coordinate with the Governor's High Risk Youth Initiative to reduce juvenile crime. The SIG resources must be used to coordinate local efforts to address high risk youth and reduce substance abuse. Because the SIG and the Governor's strategy both use the risk and protective factor framework, utilize the same evaluation measurements and are working to consolidate federal, state and local resources, application for SIG resources will occur through this plan. A state team has been designated to coordinate efforts in order to support local strategies based on science-based practices and principles.

SIG Requirements

SIG resources are available to counties who operate alcohol and drug services under ORS 415-12-000 through 415-12-090. Please describe how your county / region will use the SIG resources to:

- Integrate ATOD prevention planning/implementation with the High-Risk Juvenile Crime Prevention Partnership;
- Ensure a lead agency/organization exists to coordinate the local ATOD prevention efforts and High-Risk Juvenile Crime Prevention Partnership and serve as the contracting and fiscal agent to coordinate local/state evaluation process;
- Ensure a planning process will be in place to develop a comprehensive, coordinated plan for ATOD prevention, beginning Fall 1998. The process must include local partners identified in federal SIG guidelines, local prevention providers, local prevention coalitions and the partners identified in this plan;
- Coordinate local prevention efforts, if current resources are not sufficient to do so;
- Establish a county/regional prevention coordinator who will be responsible to work with the planning process to plan, develop, coordinate and implement prevention efforts. The designated prevention coordinator must possess or be able to meet specified Oregon Administrative Rule prevention competencies.
- Ensure that the designated prevention coordinator integrates the local ATOD plan with the High- Risk Juvenile Crime Prevention Partnership.

A minimum amount of \$50,000 in SIG resources will be available upon approval from OADAP and the receipt of a signed memorandum of agreement (MOA) by the Board of Commissioners to jurisdictions who will be using the resources for coordination. For jurisdictions, who plan to SIG resources for programs, a minimum of \$50,000 will be available upon completion of this plan for high risk youth. The plan must comply with the criteria specified in the OADAP comprehensive ATOD Prevention Plan. If current resources are available for coordination and a prevention coordinator has been designated for the county/region, SIG resources may be used for program or strategy implementation upon receipt and approval of this plan and approval of OADAP.

Please describe how your county/region will use the SIG resources, including how SIG criteria will be met.

See Appendix H

5. Develop an Action Plan for High-Risk Youth using a Logic Model.

This section of the plan will describe the county / region's current conditions, goals, and activities for the target population. This information will be generated within a logic model template. While the template is standardized for each plan, the information provided in the template will be county / region specific. Only the information listed in the requirements must be in each plan. All other descriptions should be based on local needs for this high risk population. What follows is a logic model description, list of model components, and the model format with a sample plan.

Logic model description - Logic models are based on simple 'if – then' statements: 'If I do this' – 'Then that will happen.' A logic model is a graphic representation of the sequence of plausible intentions about the purpose of a strategy from current conditions that require attention; to goals; to activities designed to reach the goals; through the outcomes that are intended to result from the activities. It is graphic in that it always appears in the form of a chart.

The utility of a logic model includes providing a one or two page overview of a program / strategy, assuring program plausibility, avoiding miscommunications between project partners and evaluators, planning, training, resource allocation, and evaluation design.

Logic model instructions

LOGIC MODEL COMPONENT	INSTRUCTIONS
Vision	Describe your vision statement.
Current conditions	This section describes, "Where we are now". Under this component, describe the current conditions in your county or region. List both positive and negative conditions. Current conditions should include a profile of high risk behavior and needs including but not limited to anti-social or acting out behavior, poor family function, school failure, substance abuse, negative peer association, incarceration rate of minority offenders, gender, race/ethnicity, language skills, youth with disabilities, socio-economic conditions, geographic differences and availability.
Goals	This section describes, "What we want to accomplish in the long term". Describe the goals for your High-Risk JCP plan. Target goals and timelines must be identified. Goals must include at least 1) the reduction of juvenile crime and 2) maintenance of the discretionary bed allocation. Other goals may be added. There must be a link between current conditions and goals.
Activities	This section describes, "This is how we will get to our goals". Describe the activities your community will engage in to reach the Interim Outcomes and Goals you set for your H-RJCP. Using the format provided, identify activities by your specified target population. Refer to the accompanying Model Strategies document as you prepare the activities.
Intermediate Indicators	This section describes, "Results - what you hope to accomplish in the next two years". List the outcomes for your H-RJCP. Intermediate indicators must include a reduction in the following risk factors and include targets and timelines: anti-social or acting out behavior, poor family function, school failure, substance abuse, negative peer association.

PROGRAM EVALUATION

Current Conditions

Multnomah County Juvenile Offenders

Of the 1,082 high-risk offenders in 1997:

- 59.5% had their first delinquency referral before the age of 14
- 23.3% had their first delinquency referral before the age of 12
- 74.5% had their first dependency referral at or prior to age 11

From a 1996 survey high risk offenders:

- 44% self-reported experimental use of alcohol and/or other drugs
- 52% reported a disruption of functioning due to the use of alcohol and/or other drugs
- 70% are not participating in school (truant, withdrawn, dropped out, suspended, or expelled)

77% of high-risk referrals were comprised of Assault III and Assault IV charges

7% of juvenile offenders commit 48% of criminal rereferrals

30% of all juvenile offenders are female

Probation staff carry an average of 32 cases

After school programs for high risk youth are limited

Of offenders referred to the justice system in 1997:

- 64% were Caucasian
- 21% were African American
- 8% were Hispanic
- 5% were Asian
- 1% were Native American, and
- 1% were listed as *other*

Approximately 47% of all referrals are generated from a relatively small number of neighborhoods

Most juveniles are not in trouble with the juvenile justice system. The vast majority (94%) of the 66,471 juveniles in Multnomah County had no contact with the juvenile justice system in 1997.

Less than 1 in 200 juveniles are violent offenders. In 1997, there were 140 violent juvenile offenders – less than ½ of 1% of all juveniles in the county.

Two out of three youth who are referred to the juvenile justice system never return.

The 12-month recidivism rate has remained stable for the last three years.

There was been a 5% decrease in the number of juvenile offenders between 1994 and 1997 despite continued growth in the juvenile population.

1997 Multnomah County Asset Survey Results

Based on a 1997 Youth Asset Survey given to 10,000 Multnomah County youth in grades 6, 8, and 10, it was determined that young people need at least 30 in order to thrive. The average number of assets of those surveyed was 19.

Students surveyed in alternative schools, which serve more at risk youth, had an average number of 14 assets.

There is a high correlation (over 50%) of high risk behaviors and youth with 10 or fewer assets.

Youth with the fewest assets are 20 times more likely to report that they've been in trouble with the police in the last year than young people with the most assets.

Multnomah County Commitments to OYA

Year **Number of Commitments (not including Measure 11 Cases)**

1994	142
1995	131
1996	119
1997	141

Demographics of 1997 Commitments to OYA

Gender

90.8%	Male
9.2%	Female

Ethnicity

56%	Caucasian
36.2%	African American
3.5%	Hispanic
2.1%	Asian
2.1%	Native American

Age at Commitment

47.5%	17 & 18 years of age
24.8%	15 years of age
20.6%	16 years of age
5.7%	14 years of age
1.4%	13 years of age

Allegation Type at Commitment

46.8%	Felony C
19.9%	Misdemeanor A
14.9%	Felony A
10.6%	Felony B
2.8%	Misdemeanor C
2.8%	Unclassified Felony
2.1%	Misdemeanor B

PROGRAM EVALUATION LOGIC MODEL

I. Juvenile Non-Offenders w/ Multiple Risk Factors

PROCESS			OUTCOMES	
ACTIVITIES	OBJECTIVES	INDICATORS /SOURCES	OUTCOMES	PRIMARY GOALS
<p>A. Join with the community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities.</p> <p>B. Support the “Homeless Youth Plan” by partially funding a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.</p> <p>C. Implement an intensive, home-based services program to prevent and reduce delinquency among youth aged 10-14 who appear at risk of violence.</p>	<p>A1. ___% increase in residents’ perceptions of safety in the neighborhood.</p> <p>A2. Increase the level of collaboration between local agencies that provide services.</p> <p>A3. ___% decrease in perceptions of drug use and availability in community</p> <p>A4. ___% increase in youth participation in pro-social activities.</p> <p>B.1. ___ homeless youth will have access to basic resources (food, companionship, clothing, shelter, transportation)</p> <p>B.2. ___ homeless youth will have an assessment and caseplan.</p> <p>B.3. ___% of homeless youth will have a positive, stable relationship with competent, caring adult.</p> <p>B.4. ___% of homeless youth will attend school or participate in some kind of alternative learning situation.</p> <p>B.5. ___% of homeless youth will have meaningful employment.</p> <p>C.1. 90% will be involved in structured, positive activities.</p> <p>C.2. 90% will be in school/GED or vocational trng. while in program.</p> <p>C.3. 75% will be in school/GED or vocational trng. at program completion.</p> <p>C.4. 75% will successfully complete the program.</p> <p>C.5. Pre/Post self-report instrument collecting data on impact on clients –</p> <p>C.6. ___% increase between pre/post test on family mngmt.</p> <p>C.7. ___% increase btwn pre/post tests on discipline practices.</p>	<p>A1. Community resident perceptions of crime. Self report. Modification of Community Assessment survey currently used by PPD every two years.</p> <p>A2. Agencies participating in process. Info. from key informants. Focus groups.</p> <p>A3. Feyerherm survey - (Community/Substance Use sections)</p> <p>A4. Feyerherm survey - (Community/Substance Use sections + additional questions)</p> <p>B.1. Number of homeless youth served. Service provider.</p> <p>B.2. Number of homeless youth with assessments completed. Service provider.</p> <p>B.3. Number of homeless youth assigned to mentor. Service provider.</p> <p>B.4. Number of homeless youth enrolled in school or alternative setting. Service provider.</p> <p>B.5. Number of homeless employed. Service provider.</p> <p>C.1. Key results measure/indicator</p> <p>C.2. School attendance data. Report from school or PO. School or PO.</p> <p>C.3. School attendance data. Report from school or PO. School or PO.</p> <p>C.4. Completion rate. Leaving program and successful completion. Provider data.</p> <p>C.5. MST pre/post instrument (See Barry Friedman?)</p> <p>C.6. Feyerherm survey (Family section)</p> <p>C.7. Feyerherm survey (Family section)</p>	<p>Decrease anti-social behavior. (Activities: A,B,C)</p> <p>Increase positive peer association. (Activities: A,B,C)</p> <p>Improve family functioning. (Activities: A,B,C)</p> <p>Increase school success. (Activities: A,B,C)</p> <p>Decrease substance abuse rates. (Activities: A,B,C)</p> <p>Increase access to gender, culturally, and developmentally appropriate services. (Activities: A,B,C)</p> <p>Decrease over-representation of youth of color. (Activities: A,B,C)</p>	<p>Reduce recidivism rate. (Activities: A,B,C)</p> <p>Maintain discretionary bed allocation. (Activities: A,B,C)</p> <p>Increase high school completion. (Activities: A,B,C)</p> <p><u>SECONDARY GOALS</u></p> <p>Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood. (Activities: A,B,C)</p> <p>Improve the ability of the juvenile justice system to provide swift, sure, appropriate and equitable consequences when youth violate the law. (Activities:)</p> <p>Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes. (Activities: A,B,C)</p> <p>Support at-risk, acting-out, and delinquent youth to stay in school and engage in structured activities after school. (Activities: A,B,C)</p>

PROGRAM EVALUATION LOGIC MODEL

II. First Time Offenders w/ High Risk to Re-Offend & Chronic Offenders w/ Multiple Risk Factors

PROCESS			OUTCOMES	
ACTIVITIES	OBJECTIVES	INDICATORS /SOURCES	OUTCOMES	PRIMARY GOALS
<p>A. Plan and implement substance abuse and mental health treatment services for juveniles.</p> <p>B. Design and implement a family and intimate partner violence program for juvenile offenders.</p> <p>C. Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.</p>	<p>A.1. 50% reduction in use of substances.</p> <p>A.2. 70% successful completion of program.</p> <p>B.1. ___% of domestic violence offenders will demonstrate positive development in anger management and/or conflict resolution.</p> <p>C.1. 100% of identified providers will attend a training on cultural sensitivity.</p> <p>C.2. Increase the number of available services that are culturally- and gender-appropriate.</p>	<p>A.1. Negative UA test result at 6 months. Conducted during follow-up by PO.</p> <p>A.2. Completion rate. Leaving program & successful completions. Provider data.</p> <p>B.1. Pre-and post-test survey administered by service provider.</p> <p>C.1. # of providers attending sessions. Attendance log.</p> <p>C.2. # of services developed and implemented. Report of providers.</p>	<p>Decrease anti-social behavior. (Activities: A, B)</p> <p>Increase positive peer association. (Activities:)</p> <p>Improve family functioning. (Activities:)</p> <p>Increase school success. (Activities: A)</p> <p>Decrease substance abuse rates. (Activities: A)</p> <p>Increase access to gender, culturally, and developmentally appropriate services. (Activities: A, B, C)</p> <p>Decrease over-representation of youth of color. (Activities: A, B, C)</p>	<p>Reduce recidivism rate. (Activities: A, B)</p> <p>Maintain discretionary bed allocation. (Activities: A, B)</p> <p>Increase high school completion. (Activities: A)</p> <p>SECONDARY GOALS</p> <p>Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood. (Activities: A, B)</p> <p>Improve the ability of the juvenile justice system to provide swift, sure, appropriate and equitable consequences when youth violate the law. (Activities: B)</p> <p>Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes. (Activities: A, B, C)</p> <p>Support at-risk, acting-out, and delinquent youth to stay in school and engage in structured activities after school. (Activities: A)</p>

PROGRAM EVALUATION LOGIC MODEL

III. Basic Services

PROCESS

OUTCOMES

ACTIVITIES

A. Conduct **comprehensive assessments** of high risk youth, including substance abuse screening.

B. Work in collaboration with SCF and OYA to increase **the availability of quality, culturally and gender competent foster / residential placement alternatives** for delinquent youth.

C. Reduce **probation supervision caseloads** to enable Juvenile Court Counselors to work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime

D. Increase **shelter bed capacity**.

E. **Implement programming in the secure detention units** in the after-school and evening hours, year-round to reduce recidivism.

F. Increase ability to **assess the risk of suicide and violence** against others for youth held in detention.

OBJECTIVES

A.1. 100% of high risk youth will receive a comprehensive assessment, including alcohol & drug screening.

B.1. Increase acceptance of MC referrals by community-based residential alternatives and foster care to % closer proportional to share of state resources.

C.1. Increase number of contacts with probationer and family by ___% over case classification minimums.
C.2. Improve school attendance by ___% for these youth.

D.1. ___% of youth referred to shelter will be placed in the program.
D.2. ___% of youth who engage in the program will appear at his/her scheduled court hearing.
D.3. Improve the percentage of minority youth are assigned to detention to that of pop. in JJ system.

E.1. ___% of domestic violence offenders will demonstrate positive development in anger management and/or conflict resolution.

F.1. 100% of high risk youth will receive suicide and violence risk assessment.

INDICATORS /SOURCES

A.1. All juveniles receiving an assessment with new instrument. Data includes: MH, A/D, family functioning, educational, developmental. To be developed by Mult. Co. based on previously validated instruments.

B.1. Increase acceptance of MC referrals by community-based residential alternatives and foster care to % closer proportional to share of state resources.

C.1. Number of contacts w/ juvenile and family. POs' recording of contacts. PO reports.
C.2. School attendance records. PO reports.

D.1. Referral rate. Referrals and placements. PO will track data.
D.2. Court appearance rate. FTAs for participating youth. JJ will track juvenile through system. Evaluator.
D.3. Comparison over time of minority proportion assigned to detention to general % in JJ system. Evaluator.

E.1. Pre- and post-tests administered by service provider.

F.1. All juveniles coming to detention facility will be assessed by intake workers.

OUTCOMES

Decrease anti-social behavior.
(Activities: A, B, C, E, F)

Increase positive peer association.
(Activities:)

Improve family functioning.
(Activities: C)

Increase school success.
(Activities: A, C, E)

Decrease substance abuse rates.
(Activities: A, E)

Increase access to gender, culturally, and developmentally appropriate services.
(Activities: B, C, D, E)

Decrease over-representation of youth of color.
(Activities: B, C, E)

PRIMARY GOALS

Reduce recidivism rate.
(Activities: A, B, C, E, F)

Maintain discretionary bed allocation.
(Activities: A, B, C, E, F)

Increase high school completion.
(Activities: A, B, C, E)

SECONDARY GOALS

Hold high expectations of young people, promote mutual respect and improve the skills of youth and adults to respond appropriately at home, in school and in their neighborhood.
(Activities: A, B, C, E, F)

Improve the ability of the juvenile justice system to provide swift, sure, appropriate and equitable consequences when youth violate the law.
(Activities: C)

Equitably direct specialized resources towards youth at greatest risk of committing violent crime or serious, repetitive crimes.
(Activities: A, B, C, E, F)

Support at-risk, acting-out, and delinquent youth to stay in school and engage in structured activities after school.
(Activities: A, B, C, E)

OVERVIEW OF ACTIVITIES - Multnomah County
KEY ELEMENTS OF EFFECTIVE STRATEGIES (by Target Population)

TARGET POPULATION Juvenile Non-Offenders With Multiple Risk Factors (10-17 age group)	TARGET POPULATION First Time Offenders with a High Risk to Reoffend and Chronic Offenders with Multiple Risk Factors (12 - 17 age group)
<p>I. A.) Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities.</p> <p>I. B.) Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.</p> <p>I. C.) Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.</p> <p>II. C.) Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the culturally and gender appropriateness of services.</p>	<p>II. A.) Plan and implement substance abuse and mental health treatment services for juveniles.</p> <p>II. B.) Design and implement a family and intimate partner violence program for juvenile offenders.</p> <p>II. C.) Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.</p> <p>I. B.) Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.</p> <p>I. C.) Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.</p>

Please note that the numbering of activities above ties to the activity information provided starting on the following page.

6. Activity Information

Provide a brief description of each activity summarized on page 9. Include: Staff / volunteers who will conduct activity; What they will do; What they will accomplish; How long it will take; and Number of youth.

ACTIVITY INFORMATION BY TARGET POPULATION

Several of the following activities are intended to serve multiple, complimentary populations of young people. The previous chart "Overview of Activities" illustrates that overlap. To avoid extensive redundancy, each activity is listed just once here - under the target population which appears most appropriate.

I. Juvenile Non-Offenders with Multiple Risk Factors

A.) Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities. The concept here is to stimulate the natural leaders within a school/neighborhood community to provide a common direction which links existing resources to change community norms regarding juvenile behavior. Five potential sites have been identified on the basis that they have a high proportion of youth at high risk and appear to also have some existing capacity to lead this type of effort from the community level. These initiatives are not about overlaying new programs but instead about joining with the community in its organizing efforts - to adopt a "resource rich" perspective of the community. Active commitment from schools, the faith community and neighborhood based organizations is essential to lead this community-based initiative. One Program Development Specialist staff person would be hired by the County to assist with the communities' efforts and \$100,000 would be available to each community annually to support the initiatives.

Key Target Dates:

9/98	Join the dialog with communities to form community change visions and to select 2 focus communities
1/99	Participate in community-based planning process
5/99	Initiate hiring process for program staff
6/99	Reach community consensus on the goals, scope, strategies and activities for the initiative
7/99	Hire staff and begin program implementation

Budget Requirements: \$257,619 first year; \$ 252,369 on-going

B.) Support the "Homeless Youth Services Plan" by partially funding a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds. The homeless youth population has grown significantly in recent years to include an estimated 1,000 youth annually, as profiled in the attached report, Appendix F. Under the auspices of the Citizens Crime Commission, the Homeless Youth Services Plan was developed through an extraordinary collaboration of businesses, social services and governmental representatives. The County Board of Commissioners has made implementation of the plan a very high priority and even utilized one-time-only contingency funds to support program start up mid-year in 1998-99. On-going funding needs to be secured. The Citizens Crime Commission has committed \$500,000. This JCP plan activity to partially fund the central intake screening center and crisis beds would serve juvenile non-offenders and status offenders with complex, multiple risk factors.

At the intake center, all youth will be given a brief screening and whenever possible youth will be immediately directed to other services. Screening staff will not assume that all youth are homeless but will explore all options for services and housing - detox, medical care, reunification with family, runaway shelter, and crisis beds. For youth determined to be homeless, staff will offer them support and linkage to any array of other services. There will be 25 crisis shelter beds youth can stay in for an average of 14 nights. The crisis shelter can be considered for co-location with the receiving function but there would be a separation of sleeping from common areas. If not co-located, services in separate areas will be coordinated and integrated. Special arrangements will be made for homeless youth who are parenting. The funding provided in this plan represents only half of the total funds required for these services.

Key Target Dates:

7/99 Program started in 1998-99 with one-time-only funding is able to continue

Budget Requirements: \$212,500 first year and on-going

C.) Implement an intensive, home-based services program to prevent and reduce delinquency among youth aged 10-14 who appear at risk of violence. Each month about 15 young people under the age of 12 are referred to Juvenile Justice because of serious aberrant, violent or sexual behavior. Data and experience indicates that these young people are extremely at risk of violence

and other delinquency, yet they are currently "falling through the cracks" between the State Office of Services to Children and Families [SOSCF], OYA and Juvenile Justice; they are a low priority for SOSCF and too young for the juvenile system. This is a system problem throughout Oregon. Intensive services to these at-risk 10-12 year old youth is a strategic priority for Multnomah County.

These intensive services would be provided to youth and their families in their homes, with therapist teams serving a variety of client types without compromising the program. While priority would go to youth aged 10-12, two other populations would be eligible for referral to these intensive home-based services: 1) youth aged 12-14 under probation supervision who have been assessed to have high risk of violence; and 2) youth transitioning home from the Assessment, Intervention and Treatment Program or a community-based residential treatment program. Consideration will be given to expanding use of the Multi-Systemic Therapy [MST] model which is a proven best practice nationally and which was recently funded in Multnomah County to start two teams, one working with high risk, gang-involved youth and one working with youth and families around substance abuse problems. Services may be provided either directly by Juvenile Counseling staff or through contract with a community based organization.

Approximately 27 youth and their families would be served annually. A team of two therapists would work intensively with the family, in their home, over a period of approximately 4 - 6 months to address risk behaviors and to support family strengths.

Key target dates:

5/99	Start hiring and/or contracting process
7/99	Select contractor and/or hire staff
8/99	Client services begin

Budget requirements: \$250,391 first year; \$221,531 on-going

II. First Time Offenders with High Risk to Reoffend and Chronic Offenders with Multiple Risk Factors

A.) Plan and implement substance abuse and mental health treatment services for juveniles. Much of the research and experience tells us that substance abuse and delinquent behavior are closely linked. In December 1997, Multnomah County conducted a case review of 50 cases of youth who scored high on our risk assessment instrument, almost 60% of the youth were identified as abusing drugs or alcohol. Most were using multiple substances. This small sampling is consistent with drug testing results and other national indicators of substance abuse among delinquent populations. However, Multnomah County has had very little substance abuse treatment capacity for delinquent youth and little of it reflects best practice for treatment with delinquent youth.

Mental health treatment needs are also an issue contributing to delinquency issues. Currently, screening for mental health issues is not completed on a systematic basis and much of the treatment available in the community is not targeted at dealing with a population of youth who have mental health issues, are delinquent and may have substance abuse problems as well.

An initial plan for increasing and improving the system of substance abuse treatment was completed in January 1998. This plan included a review of best practice literature, identified a system of care, quantified the current capacity and specified the needed additions to the existing system (Appendix I). Additional planning would refine this effort and include the mental health treatment needs in the process.

Since the current system lacks intensive treatment options (except for a pilot Multi-systemic Family Therapy program about to begin), the planning effort would focus on the development of intensive residential dual diagnosis treatment programs either based in the community or housed in Multnomah County's secure detention facility. The cost of either of these options is about \$1 million annually (with additional funding from the Oregon Health Plan) for 50 to 70 youth depending on the setting.

This plan may also include the enhancement of the County's existing secure mental health assessment program for delinquent youth, the AIT Program. This program provides a 30-day psychosocial mental health assessment of youth that are identified as potentially violent, gang involved and experiencing mental health problems. The AIT Program could be enhanced to include substance

abuse assessment and the length of stay increased to include more treatment time for youth. If this were implemented, significant aftercare components would need to be developed to ensure that treatment gains continued after release. This would allow the County to serve more youth with the \$1 million proposed for substance abuse and mental health treatment.

All services would be implemented by January 2000 unless siting issues caused delays.

Target dates:

3/99	Recruit alcohol and drug/mental health specialist manager
5/99	Hire specialist manager
9/99	Complete additional planning including mental health planning; initiate RFP process
11/99	Select collaborative partners; start hiring process
1/00	Start program services

Budget requirements: \$568,865 High Risk funding plus \$125,000 Diversion plan funding the first year due to mid year start; \$1,000,000 second year including \$191,013 one time only plus \$125,000 Diversion plan funding.

B.) Design and implement a family and intimate partner violence program for juvenile offenders. Increasing concern is focused on how family violence affects youth who may be perpetrators, victims, witnesses or any combination of these three. To begin addressing this issue, the Department will develop and implement a program for juveniles perpetrating family or intimate partner violence. Contracted services would be secured to assist in reviewing best practices, adapting curriculums to meet local needs and supporting program start-up. Services would be delivered by the Skill Development Unit staff with contracted facilitators assisting for 8 hours per week on an on-going basis.

Key target dates:

5/99	Contractor selection initiated
7/99	Program development starts
9/99	Services begin

Budget requirements: \$45,000 first year; \$30,000 on-going

C.) Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services. Cultural and gender competency is an important priority and will be a theme throughout all the strategies and activities to prevent and reduce juvenile crime in Multnomah County. The County would contract with an expert who would facilitate the planning and development of specific programs to improve gender and culturally appropriate services. Leadership for this initiative will not necessarily be from the County; it may be assumed by an existing network of community-based providers. The specific use of funds will be determined based upon a collaborative planning process each year.

Key target dates:

5/99	Start contracting process
7/99	Disburse funds to contracted provider
8/99	Begin conducting focus groups and best practices research
10/99	Program planning completed and approved
11/99	Program implementation begun

Budget requirements: \$50,000 first year and on-going

III. Basic Services

Assessment

A.) Conduct comprehensive assessments of high risk youth, including substance abuse screening. Currently, most youth are generally given only informal "screenings" by Juvenile Counselors to determine needs and strengths which could be addressed in the probation plan. As a result, barriers to making pro-social behavioral changes may not be identified and addressed. By conducting comprehensive assessments of all high risk youth, service needs can be identified and services provided to help the youth avoid repeat delinquency. These comprehensive assessments would include mental health, alcohol and drug, educational, developmental and family functioning needs and strengths for approximately 170 youth referred to the juvenile system each year. Youth will be assessed when he/she has: committed a violent act prior to the age of 15; has a history of dependency proceedings or a serious delinquency offense prior to the age of 14; or has a high risk to reoffend based upon the Multnomah County Juvenile Case Classification Risk Assessment. For youth at risk of

violence, a screening for neurological damage will be performed. The instrument[s] to be used will be selected following a review of existing, validated tools that are culturally and gender sensitive. Preference will be given to existing tools used elsewhere in Oregon, such as the mental health assessment being developed by a working group of the Juvenile Department Director's Association, in order to increase the pool of comparable data.

During the preparation for adjudication, youth and his/her counsel will decide if the youth is willing to be assessed voluntarily. Pre-adjudication assessment may provide valuable insights to the Court in planning interventions to reduce recidivism but they may also be overly intrusive or may undermine a youth's defense. If an assessment has not been performed before sentencing, the Juvenile Counselors will request that the Court require assessment as a part of probation. For those relatively few youth in this population who are appropriate for pre-adjudication diversion, the assessment will be optionally available as part of the Diversion Plan for those youth. The assessments may be conducted by Juvenile Court Counselors or by contracted providers; there is no significant difference in cost. The best timing and procedures for administering these assessments will need to be worked through as we learn more about the State's new entry and exit assessment requirements under this plan.

Key target dates:

8/99	Complete review of best practices and new State instruments
10/99	Select assessment instrument[s]; initiate contractor selection if appropriate
11/99	Prepare written policies and procedures for new tools
12/99	Select contractor and/or hire new staff
1/00	Implement new assessment practices

Budget requirements: \$33,159 first year due to start-up schedule; \$51,597 on-going

Graduated Sanctions

B.) Work in collaboration with SCF and OYA to increase the availability of quality and culturally and gender competent foster/residential placement alternatives for delinquent youth. At this time, there are not enough foster/residential placement programs available to provide delinquent youth with the structure and supervision needed. This contributes to a high failure rate for youth placed out of their homes. Further, while many of Oregon's

residential programs are located in Multnomah County and adjacent counties, residential care providers may decline referrals from Multnomah County as youth from other areas around the state are considered easier to manage. This initiative envisions a collaboration between Juvenile Community Justice, the Oregon Youth Authority, the State Office of Services to Children and Families, and care providers in an effort to recruit, train, and support foster parents who can provide a nurturing home environment with consistent supervision and structure. OYA, SCF, and JCJ will begin a collaborative dialog with residential providers in order to improve systems and services. Residential care provider training and problem consultation will be provided by existing staff. Multnomah County is seeking a policy to ensure locally referred youth get equitable access to foster / residential placement programs.

Key Target Dates:

5/99	Contractor selection initiated
7/99	Interagency collaborative planning group convened
9/99	Focus group sessions designed & invitation lists prepared
10/99	Focus groups conducted
11/99	Planning group develops recommendations for system change and provider training and support
1/00	Begin implementation of recruitment, training and support services

Budget Requirements: \$50,000 first year one-time-only

Supervision

C.) Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime. Four Juvenile Court Counselor positions would be added to help reduce caseload. Caseload size would be set to recognize the risk level of delinquent youth and to focus resources most effectively: high and medium risk caseloads would be smallest, perhaps as low as 20 probationers per Juvenile Court Counselor for high risk youth. New standards would be set for the frequency of contacts with youth and their families as well as clear expectations regarding case coordination and collaborative planning.

Key Target Dates:

5/99	Start recruitment
7/99	New hires start

Budget requirements: \$284,484 first year; \$ 301,468 on-going

Shelter Care

D.) Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudicated youth and five beds for post-adjudicated youth. The need for these beds is substantiated through analysis of current unmet need plus the future needs projections of an independent consultant hired by the Oregon Youth Authority.

Key Target Dates:

5/99	Initiate contracting process
7/99	Begin use of additional beds

Budget Requirements: \$219,000 first year and on-going

Detention

E.) Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism. Custody Services Specialist leads would work with staff to develop and conduct group activities in three detention "pods" with a total capacity of 96. The programming would be based on what works in corrections research and will be tailored to the gender, cultural and developmental differences within the Detention population. This curriculum is intended to teach youth appropriate thinking patterns and new problem solving skills in order for them to make different behavior choices when they leave detention. Thinking and behavior improvements reinforced in detention would be reinforced by programming in counseling / probation services.

Key Target Dates:

5/99	Initiate hiring process; contracting process initiated
7/99	New staff hired & oriented
8/99	Intensive program development
9/99	Phased start-up of program services begins
12/99	Full range of programming services in place

Budget Requirements: \$226,973 first year; \$174,473 on-going

F.) Increase ability to assess the risk of suicide and violence against others for youth held in Detention. The addition of one Mental Health Consultant position will create a team of two mental health experts to develop an assessment instrument and to assist in ensuring that appropriate mental health services are provided to youth in detention to ensure their safety and to support treatment readiness. Mental health assessments would be provided to youth who are exhibiting, through their behavior, the presence of a mental health issue. Additional funding is required because Oregon Health Plan insurance coverage is not available to youth held in secure custody.

Key Target Dates:

5/99	Hiring initiated
7/99	New staff hired & direct service mental health consultation capacity increased
9/99	Best practices review completed & assessment instrument selected / designed
10/99	Implementation plan approved & staff oriented
11/99	Suicide and violence risk assessments begin

Budget Requirements: \$55,369 first year; \$ 55,119 on-going

Aftercare

Please note that at this point there are no new service enhancements categorized in this area. However, the transitional services supported under Diversion Plan funding are aftercare services. Furthermore, the Governor's Plan will support development of additional A & D services and improved foster/residential care services; some portion will be aftercare services.

IV. Diversion Plan Activities

The following activities are currently funded under Multnomah County's Diversion Plan funding from the State and are scheduled to continue in the next biennium.

A.) Turnaround School -- an alternative educational program for high risk youth developed and operated in collaboration with Portland Public Schools [PPS] and the Multnomah Educational Services District [MESD].

Key Target Dates:

7/99 Continue on-going funding from diversion program

Budget requirements: \$144,027 first year and on-going

B.) Flexible funding for juvenile client services -- to provide wrap-around services such as educational tutoring, psychological assessments, family counseling, clothing or mentoring services. Funds can be accessed by community-based service providers as well as Juvenile Justice Counselors. Historically, the County has administered this program on behalf of OYA as well as the County; the program has been well received as a cost-effective way to leverage services or supplies a youth needs to support them in achieving overall success in their probation/treatment programs.

Key Target Dates:

7/99 Continue on-going funding from diversion program

Budget Requirements: \$95,645 first year and on-going

C.) Transitional housing -- five beds for African American youth returning from OYA Youth Correctional facilities. OYA staff refer youth to residential placement at the House of Ujima as part of their transition plan from an OYA Youth Correctional facility. Ujima staff meet with the OYA staff, youth and parents at the Correctional facility prior to release. Youth remain in residence typically 1 to 9 months. Independent living skills and community reintegration are supported through evening and weekend programming.

Key Target Dates:

7/99 Continue on-going funding from diversion program

Budget Requirements: \$24,835 first year and on-going

D.) Substance abuse and mental health treatment services -- to support the continuum of services; see related new funding from the JCP plan strategies above.

Budget Requirements: \$136,024 first year and on-going; see related funding from Governor's Plan for High Risk Youth

E.) Reduce probation supervision caseloads -- to support more intensive supervision of high risk and gang involved youth through the southeast area office.

Key Target Dates:

7/99 Continue on-going funding from diversion program

Budget Requirements: \$303,112 first year and on-going

7. Unmet Needs

Describe the unmet needs in your county/region related to preventing juvenile crime among high-risk youth. Link the unmet needs to the profile of juvenile crime issues (D-1), the target population (D-2), basic services (D-3), and action plan (D-4).

Unmet Needs Addressed by JCP Plan

Funding of this Juvenile Crime Prevention [JCP] Plan, as proposed here, will make a significant contribution in addressing the following unmet needs in Multnomah County:

- Alcohol and drug services
- Mental health services
- Juvenile violence prevention efforts
- Ability of schools and neighborhoods to deal with troubled kids; and, through community building efforts, positive adult role models in the lives of troubled youths and availability of after school activities
- Programming specifically suited to youth of color and girls

These were among the most significantly underfunded strategies and activities identified in the Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County [Appendix A]

The following is a more comprehensive listing of the underfunded strategies and activities from the larger Strategic Plan which would appropriately serve the needs of youth in the JCP plan target population. This listing is presented here in the JCP plan target population categories; some of the strategies and activities are repeated under each different population. The numbering system used below ties back to the larger Strategic Plan. Items in bold lettering would be funded under this JCP plan.

I. Underfunded Strategies to Meet the Needs of Juvenile Non-Offenders with Multiple Risk Factors

- A.3. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels.
 - A.3.1. Provide tutoring, conflict management and other services for alternative classrooms serving youth involved in the juvenile justice system.
 - A.3.3. Increase special classrooms or alternative schools for kids not succeeding in mainstream classes or schools.

A.4. Expand the ability of existing, successful programs to provide programs for at-risk youth after school between 3:00 – 6:00 p.m., on weekends and in the summer.

A.4.1. Pilot before and after school programs serving youth most at risk of juvenile delinquency.

A.4.2. Draw upon established community groups, including churches and other religious centers to operate drop-in centers to build community and connect young people with culturally-competent, caring adults. (pair Juvenile Justice, Parks personnel, and church volunteers at church sites)

A.4.8. Replicate the "Student Success Groups" model from Grant/Madison for culturally and gender-specific interest groups.

A.4.9. Develop "Art Wall" available for youth taggers.

B.1. Increase the number of high-risk youth who have weekly contact with an adult role model.

B.5. Create a comprehensive climate change in a school or neighborhood to increase adult involvement in the lives of youth, build the sense of community and reduce conflict and delinquency.

C.1. Build capacity to intervene promptly with juveniles committing status offenses.

C.1.1. Support system improvements in services for homeless or runaway youth in accordance with recommendations of the Citizens Crime Commission study group.

C.1.3. Establish a receiving center in downtown Portland. [recently grant funded for one year]

II. Underfunded Strategies to Meet the Needs of First Time Offenders with High Risk to Reoffend and Chronic Offenders with Multiple Risk Factors

A.3. Expand alternative school placements for at-risk/acting-out youth at the high school, middle school and elementary school levels.

A.3.1. Provide tutoring, conflict management and other services for alternative classrooms serving youth involved in the juvenile justice system.

A.3.3. Increase special classrooms or alternative schools for kids not succeeding in mainstream classes or schools.

A.4. Expand the ability of existing, successful programs to provide programs for at-risk youth after school between 3:00 – 6:00 p.m., on weekends and in the summer.

A.4.1. Increase before and after school programs serving youth most at risk of juvenile delinquency.

- A.4.2. Draw upon established community groups, including churches and other religious centers to operate drop-in centers to build community and connect young people with culturally-competent, caring adults. (pair Juvenile Justice, Parks personnel, and church volunteers at church sites)
- A.4.8. Replicate the "Student Success Groups" model from Grant/Madison for culturally and gender-specific interest groups.
- A.4.9. Develop "Art Wall" available for youth taggers.
- B.1. Increase the number of high-risk youth who have weekly contact with an adult role model.
- C.2. Develop and implement services and system changes to reduce the overrepresentation of youth of color in the juvenile justice system.
 - C.2.1. Review policies and procedures to determine how they drive overrepresentation of youth of color.
 - C.2.2. Implement a systematic analysis to determine at which points overrepresentation is being driven. Develop alternatives to incarceration at these points
 - C.2.3. Develop capacity of new and existing alternative community placement programs to successfully serve youth of color.
- C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior.
 - C.7.1. Provide gender and cultural training to staff and service providers.
- C.8. Increase the ability of acting-out, at-risk and delinquent youth to access alcohol and drug, mental health and other services provided by community-based organizations, with particular emphasis on home-based models of intensive service.
 - C.8.4. Reevaluate systemic gaps in mental health services available to juveniles and develop strategies to increase services.
- D.5. Identify and help children under 12 (>10) who appear at risk of committing violent crime or serious, repetitive crimes.
 - D.5.2. Assess the system services available for this under 12 (>10) population and recommend any systemic or programmatic improvements needed.
- D.6. Target probation services provided directly by Juvenile Justice staff to youth at risk of committing violent crime or serious repetitive crimes.
 - D.6.3. Research and develop plans to specifically focus on the Hispanic gang-involved youth.
 - D.6.5. Realign AITP into a longer-term program designed for dual diagnosed offenders.
- D.7. Improve the accessibility of intensive, developmentally and culturally appropriate outpatient and residential programs for medium and high risk youth at risk of placement in the OYA Youth Correctional Facilities.

- D.7.1. Use the newly established Alternative Placement Committee to collect data to analyze practices and trends in the use of residential services. (MST models, proctor care, secure residential treatment, train providers)
- D.7.2. Specifically address the needs of girls for safe placement services prior to serious criminal activity or pregnancy
- D.8. Support youth returning to the community after residential placements or time in the Oregon's Youth Correctional Facilities by preventing abrupt interruptions in services and supervision.
 - D.8.1. Explore reallocation of State and local resources to increase capacity for intensive, developmentally appropriate outpatient and residential programs based in the community.
 - D.8.2. Develop strategies and programs to provide continuing support for youths and their families after residential placements.
 - D.8.4. Review and improve practices to support the successful transition of youth back to a local school after leaving State training schools.

III. Underfunded Strategies to Improve Basic Services for Youth in the Juvenile System

- B.4. Increase parental involvement in all stages of the juvenile justice process with particular attention to involving parents of youth of color and girls.
 - B.4.3. Explore the possibility of adjusting Counseling and Juvenile Court operating hours to facilitate parental involvement.
 - Facilitate access to the juvenile justice process, i.e., provide transportation
 - Build in the expectation that parents will participate.
- C.2. Develop and implement services and system changes to reduce the overrepresentation of youth of color in the juvenile justice system.
 - C.2.1. Review policies and procedures to determine how they drive overrepresentation of youth of color.
 - C.2.2. Implement a systematic analysis to determine at which points overrepresentation is being driven. Develop alternatives to incarceration at these points
 - C.2.3. Develop capacity of new and existing alternative community placement programs to successfully serve youth of color.
- C.7. Develop innovative gender and culturally appropriate strategies and programs to use as consequences for delinquent behavior
 - C.7.1. Provide cultural and gender training to staff and service providers.
- C.5. Reduce the wait time for youth to start sanction programs and increase the percent of youth completing sanctions.
 - C.5.1. Implement strategies to increase the percent of youth making full payment of Court-ordered restitution.

C.6. Reduce the time between a youth's referral to the Juvenile Justice system and the adjudication date and start of the probation supervision.

C.6.1. Implement a process improvement team to complete a time analysis to determine systemic improvement needs to lessen the time between the offending behavior and the intervention.

D.4. Allocate supervision and services resources to juveniles based upon risk of recidivism.

D.4.4. Review the staffing patterns in Juvenile Justice to determine the optimal balance of Juvenile Court Counselors to Juvenile Counseling Assistants.

D.4.5. Determine gender appropriateness of the Juvenile Justice risk assessment.

E. EVALUATION DESIGN

SUMMARY OF EVALUATION RESPONSIBILITIES

STATE RESPONSIBILITIES	COUNTY/REGION RESPONSIBILITIES
A. Provide Assessment instruments (Optical Scan Formatted).	A. Administer <i>entry</i> assessment with every youth targeted (served) in plan programs. May be administered in "batch" process at up to 2 week intervals. Provide raw assessment to PSU.
B. Scan and score instruments received from counties.	B. Administer <i>exit</i> assessment with every youth targeted (served) in plan programs. May be administered in "batch" process at up to 2 week intervals. Provide raw assessment to PSU.
C. Provide immediate feedback (w/in 1 week of receipt) for <i>entry</i> and <i>exit</i> assessments relative to county and State norms.	C. Locate youth for follow-up sample (10-13 months post-exit). Design options include:
D. Automate responses to Counties via E-mail using a coded system to protect identities.	1. Samples from clusters of similar programs on a statewide basis.
E. Administer "follow-up" assessments from lists and locating information provided by counties.	2. Samples to provide regional estimates of total participant success.
F. Provide annual County profile of trends from archival, survey and assessment data.	3. All participants in programs
G. Provide immediate (1 week from receipt) identification of all youth in item III. A. who meet target population criteria.	D. Costs associated with A, B & C are to be paid from county administrative allowance.

Indicators And Data Source - Several data items will be available through state research efforts including:

- a. Overall Goals:**
- 1) Reduce Crimes Committed by Juveniles and
 - 2) Discretionary Bed Allocation (DBA) Maintenance

Available Measures:

- LEDS reported juvenile arrests, by type of offense
- Program level measures of arrests for program participants - reported using Juvenile Department recidivism criteria.
- OYA DBA rates.

b. Interim Outcomes:

c. Anti-Social /Acting Out Behavior

Available Measures:

- Runaways, LEDS
- Arrests - Index crimes. LEDS
- Arrests - Person, Property and Behavioral crimes, LEDS
- Arrests - vandalism. LEDS

d. Negative Peer Association

Available Measures:

- None applicable. Measurement will be limited to survey.

e. Substance Abuse

Available Measures:

- Arrests for Minor in Possession, LEDS
- DUII, LEDS, DMV

f. Family Functioning

Available Measures:

- Rate of child abuse and neglect, SCF
- Number of new SCF cases, SCF
- Number of children in foster care and length of placement before resolution, SCF

g. Academic Success/Failure

Available Measures:

- | | |
|--|--|
| • School Absenteeism and truancy rates | • Academic Testing Results |
| • HS Graduation Rates | • Completion of CIM / CAM requirements |
| • School Mobility Rates | • Reported Disciplinary problems |
| • Student Dropout Rates | (suspensions & expulsions) |

1. Evaluation Measures

Describe how you will measure the goals and interim outcomes identified. Include target measurements, indicators, required data, data source, and target group.

Please refer to charts presented in Section D. 5.

SECTION F. BUDGET

Complete the attached budget form. Costs should be based on identified activities. Please note that a separate section exists for each of the following types of expenditures:

- Basic Services
- Prevention Strategies for High-Risk youth
- Diversion
- State Incentive Grants

SEE ATTACHED BUDGET FORMS. Please refer to the budget spreadsheet in your planning kit for your county/region estimate.

SECTION G: PLAN WAIVERS

Request for waivers from addressing target population identified in this planning guide may be granted. Counties/region must objectively demonstrate the following in order for a waiver to be considered:

- ☐ Sufficient resources exist to address the needs identified in this plan. Identified by:
N/A
- ☐ Sufficient resources exist to address the needs of the target population identified in this plan.
Identified by:
N/A
- ☐ The "basic services" outlined in this plan are ample to address the community's needs.
Identified by:
N/A
- ☐ The community has comfortable capacity to address the demographics, target population and basic services outlined in this plan. Identified by:
N/A

SECTION H: PLAN AMENDMENTS

Any revision to the plan based on changes in target population, strategy, outcome target, responsible parties or budget can be made as often as necessary by amending the IGA with with a 30-day written notice to the Juvenile Crime Prevention Advisory Committee. Use this space to describe intended changes.

N/A

SECTION I: RE-INVESTMENT STRATEGIES

The reinvestment concept involves devising a method for local communities to share in the savings to the state budget from the success of their local prevention efforts, and to share in the increased cost to the state budget when prevention efforts fail. The Juvenile Crime Prevention Committee will continue to work on mechanisms for reinvestment.

SECTION J: DEFINITIONS

- **AFTERCARE** - A coordinated plan for youth exiting specialized treatment or incarceration designed to facilitate a successful transition back into the community and that provides for the youth's basic necessities as well as appropriate supervision and support.
- **ASSESSMENT** - An evaluation of a youth's circumstances related to his/her delinquent activity, living situation, family stability, peer network, mental state, alcohol and drug usage, educational needs and victimization.
- **DISCRETIONARY BED ALLOCATION (DBA)** - Formerly called "CAP", are those state operated secure beds available for counties' placement of offenders who have committed non-person-to-person class A or B felonies. The total number of discretionary beds available is determined by subtracting the number of beds needed for offenders who have committed Measure 11 offenses or crimes covered by the public safety reserve beds (PSRB) from the total number of state operated secure beds. The discretionary beds are allocated to the counties on the basis of a formula agreed upon by the OYA and the Juvenile Department Directors' Association.
- **DETENTION** - A secure facility used to house youth taken into custody for acts that are the juvenile equivalent of crimes, or placed in the facility by a judge as a consequence of their behavior or pending further court proceedings.
- **GRADUATED SANCTIONS** - A continuum of programs and services that focus on accountability and reformation of youth in the juvenile justice system, beginning with the least restrictive and intrusive and continuing through secure custody and intensive treatment.
- **SHELTER** - A home or other facility suitable for the safekeeping of a child or youth who is taken into temporary custody where the circumstances are such that the child or youth cannot remain in his/her current living situation and does not qualify for or need to be kept in secure custody.
- **SURVEY** - The common statewide tool designed to identify risk factors of youth and program outcomes.

JUVENILE CRIME PREVENTION PLAN

SECTION F: BUDGETARY DATA FOR:

MULTNOMAH COUNTY

DATE:

21-Sep-98

PREVENTION STRATEGY BY BASIC SERVICE TYPE	CONSOLIDATED RESOURCES ANTICIPATED FOR STRATEGY	ADDITIONAL STATE RESOURCES FROM OTHER PROGRAMS	COUNTY GENERAL FUND RESOURCES	RESOURCES (GRANTS, DIRECT FEDERAL MONEY, ETC.)	TOTAL RESOURCES REQUIRED FOR STRATEGY IMPLEMENTATION
BASIC SERVICES					
Assessment	84,756				84,756
Graduated Santions	50,000				50,000
Supervision	585,952				585,952
Shelter Care	438,000				438,000
Detention	511,934				511,934
SUBTOTAL	1,670,642	-	-	-	1,670,642
PREVENTION STRATEGIES					
Community Change	509,988				509,988
Screening & Crisis Shelter	425,000				425,000
Early Intervention Services	471,922				471,922
A & D Services	1,568,865				1,568,865
Domestic Violence Prog.	75,000				75,000
Cultural & Gender Appro. Services	100,000				100,000
SUBTOTAL	3,150,775	-	-	-	3,150,775
STATE INCENTIVE GRANT RESOURCES					
Planning	50,000				50,000
SUBTOTAL	50,000	-	-	-	50,000
DIVERSION/FUNDING					
Turnaround School	288,054				288,054
Juvenile Client Services	191,290				191,290
Transitional Housing	49,670				49,670
Alcohol & Drug Services	272,048				272,048
Probation Supervision	606,224				606,224
SUBTOTAL	1,407,286	-	-	-	1,407,286
ADMINISTRATIVE COSTS					
Direct Costs					
Indirect Costs					
SUBTOTAL	1,099,183				1,099,183
TOTALS	7,377,886	-	-	-	7,377,886

HIGH RISK JUVENILE CRIME PREVENTION PLAN FOR MULTNOMAH COUNTY

EXECUTIVE SUMMARY

Multnomah County is pleased to join in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime. Participating in this partnership not only supports state-wide and community objectives, but also furthers the strategies outlined in Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention. The broad cross section of stakeholders who worked together for two years to develop the County's Strategic Plan also came together in a positive and engaging collaborative process to develop this Juvenile Crime Prevention [JCP] Plan. Multnomah County's JCP Plan provides our community with an opportunity to move forward on many promising strategies and activities to prevent and reduce juvenile crime.

The Problem of Juvenile Crime

Juvenile crime is a serious concern in our community, in Oregon and across the nation. A variety of factors, including easier access to guns and drugs, contributed to increased rates and seriousness of juvenile crime during the late 1980's and early 1990's. In the past few years, juvenile crime rates started to decline at both the national and local levels. In Multnomah County, we have begun to understand more about the juvenile crime patterns and juvenile offenders:

- ◆ Most of the nearly 63,000 juveniles in Multnomah County are not in trouble with the juvenile justice system: about 7% were referred to the juvenile justice system in 1997.
- ◆ Juvenile delinquency rates vary significantly between neighborhoods in Multnomah County; areas with more juvenile delinquency also have higher truancy rates at public schools.
- ◆ Youth of color are disproportionately referred to the juvenile justice system and are more likely to be committed to the OYA Youth Correctional Facilities.
- ◆ Serious, repeat juvenile offenders represent a small percentage [7%] of the juveniles referred for delinquency in 1997; this small group of repeat offenders committed more than half of the repeat juvenile crime in the 12 months following their referral.
- ◆ More than two thirds of youth referred for violent offenses in 1997 had their first court referral for abuse or abandonment prior to the age of 12 and almost one-fourth had their first delinquency referral prior to the age of 12.
- ◆ Alcohol and drug abuse is an issue for about 60% of the population under probation supervision who score high on our local risk assessment scale; youth scoring high on this risk assessment represent the most serious juvenile offenders supervised in Multnomah County.

Our Goals

The **primary goals** of this JCP Plan include the two goals required by the State plus a third goal of increasing high school completion, one of Multnomah County's high priority benchmarks.

- ❖ **Reduce juvenile crime.**
- ❖ **Reduce use of discretionary beds at OYA Correctional Facilities.**
- ❖ **Increase high school completion.**

The **secondary goals** of this JCP Plan are taken from the larger Strategic Plan for Juvenile Justice and Delinquency Prevention in Multnomah County, thereby ensuring these planning efforts are aligned and supportive of one another.

Target Population

In accordance with the planning guidelines, this JCP Plan targets youth aged 10-17 who are: a) at risk of imminent or increased involvement with the juvenile justice system; b) are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement; and c) have more than one risk factor among: anti-social or acting out behavior; poor family functioning; school failure; substance abuse problems; and negative peer association.

Within these parameters, Multnomah County's planning group has narrowed the target population focus to:

- ❖ **Serious, repeat offenders** – the 7% of juvenile offenders already committing serious, repetitive crimes; plus other youth under probation supervision who are classified as "high risk"
- ❖ **Youth at risk of violence** – youth referred for a first delinquency before the age of 14 who also have had dependency referrals; plus youth who have been referred for a violent offense
- ❖ **Two geographically defined neighborhoods or school communities** - where there is disproportionately more juvenile crime and high school drop-out rates combined with community leadership already committed to collaborative approaches in addressing community issues
- ❖ **Homeless youth** - youth referred by law enforcement for committing status offenses or other non-detainable offenses

Strategies & Activities To Be Initiated With New Funding

I. Juvenile Non-Offenders with Multiple Risk Factors

- A.) Join with community in collaborative initiatives to prevent and reduce juvenile delinquency within two school or neighborhood communities
- B.) Support the "Homeless Youth Services Plan" by developing a central intake site to receive and screen youth picked up by police for status or quality of life offenses and to provide short-term crisis shelter beds.
- C.) Implement an intensive, home-based treatment program to work with youth aged 10-14 at risk of violence.

II. First Time Offenders with High Risk to Reoffend and Chronic Offenders with Multiple Risk Factors

- A.) Plan and implement substance abuse and mental health treatment services for juveniles.
- B.) Design and implement a family and intimate partner violence program for juvenile offenders.
- C.) Join with contracted providers and staff to identify and meet training, systems and organizational development needs to improve the cultural and gender appropriateness of services.

III. Basic Services

Assessment:

- A.) Conduct comprehensive assessments of high risk youth, including substance abuse screening.

Graduated Sanctions:

- B.) Work in collaboration with SCF and OYA to increase the availability of quality and culturally and gender competent foster/residential placement alternatives for delinquent youth.

Supervision:

- C.) Reduce probation supervision caseloads to enable Juvenile Court Counselors work more extensively and collaboratively with families, schools, social services providers and neighborhoods to prevent and reduce juvenile crime.

Shelter Care:

- D.) Increase shelter bed capacity by a total of six beds: one additional bed for pre-adjudication youth and five beds for post adjudication youth

Detention:

- E.) Implement programming in the secure detention units in the after-school and evening hours, year-round to reduce recidivism.
- F.) Increase ability to assess the risk of suicide and violence against others for youth held in Detention

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 98-172

Approve the High Risk Juvenile Crime Prevention Plan for Multnomah County.

The Multnomah County Board of Commissioners Finds:

- a. Governor Kitzhaber signed Executive Order No. EO 98-09 in June of 1998 establishing the High-Risk Juvenile Crime Prevention Advisory Committee (JCPAC). The JCPAC was charged with reviewing county plans to prevent high-risk juvenile crime and to recommend such plans to the Governor for funding.
- b. Multnomah County is pleased to join in partnership with the Governor, the State and other Oregon communities to develop and implement strategies to curb juvenile crime. Participating in this partnership not only supports state-wide and community objectives, but also furthers the strategies outlined in Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention.
- c. The broad cross section of stakeholders who worked together for two years to develop the County's Strategic Plan also came together in a positive and engaging collaborative process to develop this High Risk Juvenile Crime Prevention Plan.
- d. Multnomah County's High Risk Juvenile Crime Prevention Plan provides our community with an opportunity to move forward on many promising strategies and activities to prevent and reduce juvenile crime.
- e. The primary goals of the High Risk Juvenile Crime Prevention Plan include two goals required by the State plus a third goal of increasing increase high school completion, one of Multnomah County's high priority benchmarks.
 - ◆ Reduce juvenile crime.
 - ◆ Reduce use of discretionary beds at OYA Correctional Facilities.
 - ◆ Increase high school completion.

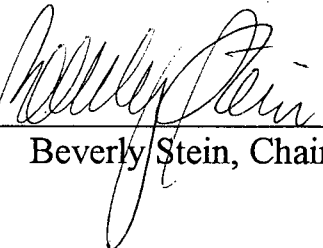
The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners approves the High Risk Juvenile Crime Prevention Plan.
2. The Board authorizes the Department of Community Justice to present this plan to the Governor's High-Risk Juvenile Crime Prevention Advisory Committee for review.

Adopted this 22nd day of October, 1998.

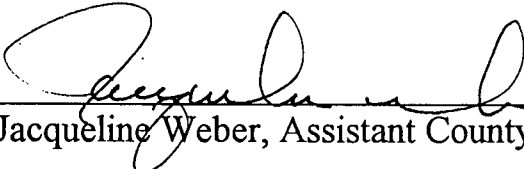


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Jacqueline Weber, Assistant County Counsel

Meeting Date: OCT 01 1998 OCT 22 1998
Agenda No: R-6 R-6
Est. Start Time: 10:20 N/A

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearings Officer's decision on **WRG 3-98**

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

REGULAR MEETING Date Requested: October 1, 1998
Amt. of Time Needed: 5 minutes

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Derrick Tokos **TELEPHONE:** 248-3043
BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding a Denial of an appeal of WRG 3-98; modifying condition #4 requiring the applicant to develop a plan to enhance and protect wetland and riparian areas.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: KB Larry F. Nicholas / my

BOARD OF
MULTNOMAH COUNTY COMMISSIONERS
98 SEP 23 AM 11:40
OREGON



**CASE NAME: WILLAMETTE RIVER GREENWAY
PERMIT – CASSELMAN'S WARF MOORAGE**

NUMBER: WRG 3-98

1. Applicant Name/Address:

Sherry Casselman
P.O. Box 1106
Scappoose, Oregon 97056

2. Action Requested By Applicant:

Appeal of Condition #4 of the Planning Director's decision to approve her Willamette River Greenway Permit Application for a moorage with a capacity of forty (40) floating units, a gravel parking area, and an 8' x 8' storage shed.

Action Requested Of Board

- ☒ **Affirm Hearings Officer Decision**
☐ **Hearing/Rehearing**
Scope of Review
☐ **On the Record**
☐ **De Novo**
☐ **New Information Allowed**

Condition #4 requires the applicant to provide evidence of the removal of Himalayan Blackberry (*Rubus discolor*). The applicant, as an enhancement of on-site wetland and riparian areas, offered the eradication of Himalayan Blackberry. Enhancement of wetland and riparian areas is required per MCC 11.15.6372(J), which reads as follows: "*The natural vegetation along the river, lakes, wetlands and streams shall be enhanced and protected to the maximum extent practicable to assure scenic quality, protection from erosion, screening of uses from the river, and continuous riparian corridors.*"

Planning Staff Recommendation:

We recognize Condition #4 of the decision as being substantiated by the findings referenced in the decision. Such findings include the applicant's own written testimony that the eradication of Himalayan Blackberry will demonstrate compliance with MCC .6372(J).

3. Hearings Officer Decision:

MCC .6372(J) requires enhancement and protection of wetland and riparian areas to the "maximum extent practicable." The Hearing's officer found that evidence submitted into the record after the appeal was filed, demonstrated that complete removal of Himalayan Blackberry from all riparian and wetlands areas of the Casselman property is **impracticable**. However, as the applicant provided no other evidence to meet the requirements of MCC .6372(J), the Hearing's Officer modified Condition #4 to require that the applicant develop a plan to enhance and protect natural vegetation on the subject property. Specific elements that are to be included in the plan are specified in the decision.

If Recommendation And Decision Are Different, Why?

Much of the evidence relied upon by the Hearing's Officer was submitted after the Planning Director's decision was filed.

4. Issues:

The applicant contended that they did not mean to propose the eradication of Himalayan Blackberry on their property, that the eradication of this plant species is not practical and constitutes an undue financial hardship, and that the County did not require other moorages within the Willamette River Greenway to provide an eradication plan. The Hearing's Officer, in the decision on this appeal, addresses each of these issues.

5. Do Any Of These Issues Have Policy Implications? Explain.

It is staff's opinion that the Hearing's Officer's decision adequately addresses the issues raised by the applicant and is consistent with existing County policies pertaining to the implementation of Statewide Land Use Planning Goal 15, the Willamette River Greenway Program. Enhancement and protection of wetland and riparian areas is a requirement for development activities within the Greenway overlay zone.



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE Morrison Street
Portland, OR 97214 (503) 248-3043

HEARINGS OFFICER'S DECISION ON APPEAL

Case File: WRG 3-98
Hearings Officer: Liz Fancher
Hearing Date: August 19, 1998

CLATSOP COUNTY
PLANNING SECTION

98 SEP -9 PM 1:37

RECEIVED

WHAT: Sherry Casselman filed an appeal of Condition #4 of the Planning Director's decision to approve her Willamette River Greenway Permit Application for a moorage with a capacity of forty (40) floating units, a gravel parking area, and an 8' x 8' storage shed.

WHERE: 26400 NW St. Helens Highway
Tax Lot 37, Section 25, T3N, R2W, W.M.
Tax Account #R-98225-0370

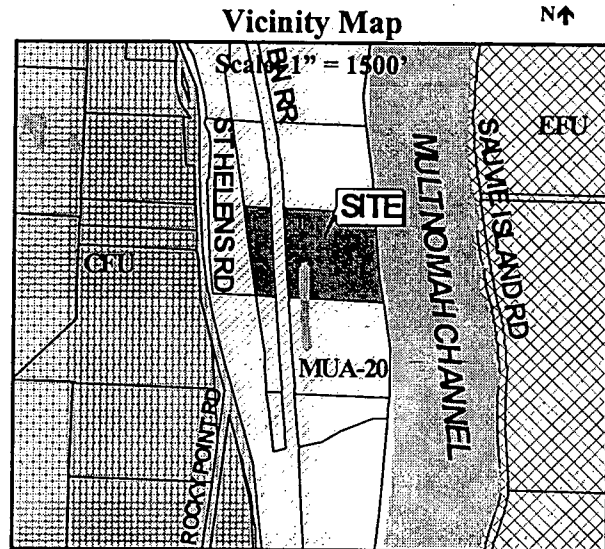
WHO: (*Applicant/* Sherry Casselman
Owner) P.O. Box 1106
Scappoose, Oregon 97056

(*Appellant*) Sherry Casselman

Approval Criteria: Multnomah County Code (MCC) MCC 11.15.6350 et. seq.,
Willamette River Greenway; Comprehensive Plan Policies 13,
14, 22, 37, 38, & 40; Sauvie Island Rural Area Plan Policy 10.

Conditions of Approval Being Appealed:

4. The applicant is to provide evidence that the Himalayan Blackberry (*Rubus discolor*), a non-native, nuisance plant species has been removed. Such evidence shall include a site plan illustrating those areas where the nuisance species exists, a description of how the plants are to be removed such that disturbance of adjacent soils, vegetation, and waterways is minimized, a list of native plant species to be used in re-vegetating cleared areas. Photographs illustrating both the existing and finished condition may also be used. A pamphlet published by the Unified Sewerage Agency, titled "*Stream & Wetland Enhancement Guide*," is enclosed. This pamphlet identifies native plant species and acceptable landscaping techniques for wetland and riparian areas. Where Himalayan Blackberry is to be removed from areas where it acts as a buffer between river and land based activities, it must be replaced with native shrub or tree species that, at maturity, provides a similar level of visual relief.



The appellant also requested additional time to install the fire prevention system required by Condition of Approval #2.

Key Findings of Fact Upon Which the Condition is Based:

(Formatting Note: Multnomah County Code requirements are referenced using a **bold font**. Written responses by the applicant, demonstrating compliance with code criteria, are *italicized*. Planning staff comments and analysis may follow applicant responses. Where this occurs, the notation "Staff" precedes such comments.)

Finding 5A

Per MCC .6372(A), the maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and the river.

*An existing buffer between the river bank and the parking area will be maintained in its natural vegetative state. The buffer has an established vegetative cover which include a mature canopy of Oregon Ash (*Fraxinus latifolia*) and Black Cottonwood (*Populus trichocarpa*). Native scrub/shrub species include Himalaya Berry (*Rhus diversiloba*) and Common Wild Rose (*Rosa nutkana*). The vegetative buffer enhances the view of the houseboats by screening the parking area and diffusing the parking lot security lights impact on the river. Native vegetation has been and will continue to be preserved along the river bank.*

Staff: The site plan and arial photograph submitted illustrate that existing vegetation provides substantial visual relief by screening the site's land based improvements from view from the river.

Finding 5J

Per MCC .6372(J), the natural vegetation along the river, lakes, wetlands and streams shall be enhanced and protected to the maximum extent practicable to assure scenic quality, protection from erosion, screening of uses from the river, and continuous riparian corridors.

The existing natural vegetation on the site will be maintained. Eradication of nuisance species like Himalaya Berry (Rhus diversiloba), will decrease monocultures and increase plant and habitat diversity on the site. The stream that flows through the site is protected by fencing to reduce human and livestock impact.

Staff: Himalayan Blackberry (*Rubus discolor*) is a non-native, nuisance plant species. This criterion supports its removal from wetland and riparian areas, such as those that exist within the applicant's site. Removal of plant species from within wetland and riparian areas must be accomplished such that disturbance of adjacent soils, vegetation and waterways is minimized. Consistent with this criterion, areas cleared of this nuisance plant must be enhanced with native vegetation.

This plant species was identified by the applicant as a species that provides a visual buffer between on-site improvements and the river, and is therefore instrumental in satisfying the requirements of Finding 5(A). Therefore, where this species is to be removed from areas where it acts as a buffer between river and land based activities it must be replaced with native shrub or tree species which, at maturity, provides a similar level of visual relief. This concern has been addressed with a condition of approval contained herein.

Applicant's Grounds For Modification of the Decision & Hearing Officer's Findings:

1. *The County did not require Happy Rock Moorage to submit an eradication plan for Scotch Broom, or a revegetation plan for their riparian area, even though the applicant's (sic) stated in their WRG that they had been involved with "eradication of the non-native Scotch Broom Cytisus scoparius, at the site.*

FINDINGS: The County's decision in the Happy Rock Moorage case does not, as a legal matter, prevent the County from requiring a revegetation or eradication plan for the Himalaya Berry found on the Casselman's Wharf property. Oregon land use law holds that a county's prior legal interpretation or application of a County ordinance is not binding in a subsequent decision, even in decisions involving the same land use application filed by the same land use applicant. Davenport v. City of Tigard, 27 Or LUBA 243 (1994); Nelson v. Clackamas County, 19 Or LUBA 131 (1990). Local land use decisions are not binding from case to case because the land use system requires quick decisions, within 150 days of filing of the land use application. ORS 215.428. Another reason counties are not bound by prior decisions is that the Land Use Board of Appeals believes that it is important that counties be free to correct errors made in earlier decisions. As noted in the case of Reeder v. Clackamas County, 20 Or LUBA 238 (1990):

"The issue here is whether [the challenged decision] meets all the applicable criteria based upon the facts in the record. There is no requirement local government actions must be consistent with past decisions, but only that a decision must be correct when

made. Indeed, to require consistency for that sake alone would run the risk of perpetuating error."

This rule has been followed in many other LUBA cases, including the following: Femling v. Coos County, 35 Or LUBA ____ (LUBA No. 97-176)(1998); Marquam Farms Corp. v. Multnomah County, 32 Or LUBA ____ (LUBA No. 95-254)(1996); Okeson v. Union County, 10 Or LUBA 1, 5 (1983).

2. *Multnomah County misinterpreted a statement in the WRG application as an offer to completely remove ALL Himalaya Blackberries from the county identified wetlands and riparian area. The statement was informative only, to show that the applicant knew that monocultures of nuisance species was not acceptable as natural vegetation. It was not meant to be an offer to completely remove all Himalaya Blackberries from the site. It was not the intent of the consultant who wrote the WRG nor was it seen as the intent by the waterfront property owners and wetlands manager who reviewed the WRG application prior to submittal.*

FINDINGS: In response to the requirement of MCC .6372(J) that WRG permit holders enhance and protect natural vegetation, the Casselman application states that "eradication of nuisance species like Himalaya Berry . . . will decrease monocultures and increase plant and habitat diversity on the site." This is the only statement provided regarding MCC .6372(J) that proposes the enhancement of natural vegetation that is required by MCC .6372(J)(as opposed to protection of natural vegetation). The applicant's statement clearly infers that the applicant will eradicate nuisance species on the Casselman property, including Himalaya Berry, in order to enhance and protect the natural vegetation on the property. This general statement committed the applicant to remove nuisance species but did not commit her to any particular program of eradication. In response to the applicant's general promise of eradication of nuisance species, County staff required Ms. Casselman to remove all Himalayan Blackberry plants from the flood plain and wetlands areas of the site. This condition was an appropriate means of assuring eradication of one of the nuisance plants on the property. The condition could have, but did not, require an inventory of all other non-native plants and eradication of those plants, as well as the eradication of Himalaya Berry. Furthermore, if the Casselman application had been approved without Condition of Approval #4 and no appeal had been filed, Ms. Casselman would have been committed, by the statement in her application, to undertake reasonable efforts to eradicate all nuisance species in order to maintain her WRG permit in good standing. This is due to the fact that commitments made by an applicant in a land use application are binding on the applicant if the commitments were made to satisfy application approval criteria, such as MCC .6372(J), even if they are not expressly imposed as conditions of approval. Wilson Park Neighborhood Assn. v. City of Portland, 27 Or LUBA 106, remanded on other grounds, 129 Or App 33 (1994); Perry v. Yamhill County, 26 Or LUBA 73, *aff'd* 125 Or App 588 (1993); Friends of the Metolius v. Jefferson County, 25 Or LUBA 411 (1993).

The Hearings Officer finds, however, that it is now immaterial whether the applicant did or did not offer to remove Himalaya Blackberries or other nuisance species from the wetlands and riparian area of the property because she has withdrawn that offer on appeal. In the absence of such an offer, the Hearings Officer must determine whether the applicant has satisfied the requirements of MCC .6372(J) and whether the condition of approval imposed by staff is practicable. MCC .6372(J) requires the applicant to enhance and protect natural vegetation along rivers, wetlands and streams "to the maximum extent practicable."

3. *The condition (Condition #4) puts undue financial hardship on the applicant. The properties adjacent to Ms. Casselman's, including the State of Oregon park land to the north, have Himalaya Blackberry and are not required to remove them. These properties will provide seed to re-infiltrate the applicant's property.*

FINDINGS: This point of the appellant's appeal goes directly to the heart of the requirements of MCC .6372(J). That code provision requires the applicant to enhance and protect natural vegetation along rivers, wetlands and streams "to the maximum extent *practicable*." This requirement means that the applicant must take affirmative action to improve and protect natural vegetation along the river and the stream on the Casselman property up to the point that it is not longer practicable to do so.

The Hearings Officer is convinced, from evidence submitted into the record after the appeal was filed, that the complete removal of Himalayan Blackberry from all riparian and wetlands areas of the Casselman property is impracticable. This conclusion is based upon the following new facts:

- A. Himalayan Blackberry infests adjoining properties and those properties have no programs to eradicate the plants. Removal of the plants would be a vain and futile effort as seeds from plants on adjoining properties would find their way back onto the Casselman property and re-infest the Casselman property with Himalayan Blackberry plants.
 - B. The removal of the plants and their roots from the riverbanks would make the banks more susceptible to erosion. This would conflict with the requirements of MCC .6372(O) to protect areas of potential erosion from loss of soil due to erosion.
 - C. One means of temporary eradication would involve the use of toxic chemicals. These chemicals would pollute the river and stream. The evidence also indicates that the law prohibits Mrs. Casselman from using chemicals to kill non-native plant species in riparian and wetland areas of the property. As a result, this method of eradication is not practicable.
 - D. The riparian and wetland areas of the property cover many acres of land. The terrain in the stream area of the property is not level and would not permit mowing of the plants as a means of control or temporary removal.
 - E. It would be cost prohibitive to remove all Himalayan Blackberry plants and their roots by hand.
4. *On Item #2, I am requesting more time allowed to install the fire prevention system. My application stated it would be installed by the end of 1998 and that is still my intention if possible. I am waiting for Bill Casselman to return to this area this summer to help me install it. It is in the planning stage at this time. Also none of the other moorages in our area have them installed yet. I don't believe the other moorages had this requirement on their WRG permits but are dealing direct with the Fire Department (Mike Griesen, Fire Chief) and will be installing it to his satisfaction.*

FINDING: Installation of a dry fire hydrant is required by Condition of Approval #2 as a condition of approval of the permit. The record shows, however, that the Scappoose Rural

Fire Prevention District has determined that a dry fire hydrant system is not feasible on the Casselman property and is no longer needed due to the acquisition by the District of a boat for fighting fires from the river. (July 1, 1998 letter from Michael Greisen to Derrick Tokos). The dry hydrant requirement of Condition 2, therefore, will be deleted.

5. *The upland farm was purchased by Bill and Sherry Casselman with private money several years before Casselman's Wharf, Inc. was incorporated. Casselman's Wharf moorage leased a road easement for entry and a parking lot area from Bill and Sherry Casselman for business use. The rest of this land is a private farm.*

FINDINGS: The Casselman application was filed for the entire property owned by Bill and Sherry Casselman, not just for the portion of the property that is used by Casselman's Wharf. Sherry Casselman, not Casselman's Wharf, is the applicant for land use approval. As a result, the fact that Casselman's Wharf, Inc. owns the moorage does not prevent the County from imposing any requirements for maintenance of the Casselman property. The fact that most of the property serves the moorage use is supported by Ms. Casselman's statement that "[t]he upland fields are hayed during summer months according to a program issued to us by DEQ to help the evaporation process of the gray water from a sewer treatment plan owned by Casselman's Cove, Inc." The Permit Inventory Record shows that Casselman's Cove has a DEQ permit to serve Casselman's Wharf. As a result, the farm fields in question are clearly a part of the moorage use.

COMPLIANCE WITH MCC .6372 (J)

The natural vegetation along the river, lakes, wetlands and streams shall be enhanced and protected to the maximum extent practicable to assure scenic quality, protection from erosion, screening of uses from the river, and continuous riparian corridors.

FINDINGS: The Hearings Officer requested that the appellant provide her with information to show how natural vegetation would be enhanced and protected if Himalayan Blackberry plants are not eradicated. The appellant and Bill Casselman have provided letters that propose that the Hearings Officer require Ms. Casselman to "continue our present plan put in use to satisfy our previous WRG 2-86 permit." The Casselmans also describe, in general terms, measures they currently take to control non-native vegetation and their property.

The information provided by the Casselmans is, however, too vague and general to serve as a natural vegetation enhancement and protection program. The proposal lacks measurable standards and there is no showing that the measures proposed are the maximum measures that are practicable to assure scenic quality, protection from erosion, screening of uses from the river and continuous riparian corridors.

Ms. Casselman's August 22, 1998 letter makes the following statements regarding the natural plant enhancement and protection requirements of MCC .6372 (J). These are quoted and discussed below (text of Casselman letter in italics).

In order to comply with MCC .6372(J) requirements that natural vegetation be enhanced and protected to the maximum extent we hope to be able to continue our present plan put in use to satisfy our previous WRG 2-86 permit that was put into effect at that time.

The record of the pending application does not include the record of the prior WRG 2-86 permit so the Hearings Officer is unable to determine what plan was actually approved in that case. The applicant has submitted, however, a copy of proposed findings that were submitted to the County in order to obtain permit approval. These findings do not necessarily constitute the approved plan but will be treated as the plan that is being proposed for the 1998 application.

A review of the 1986 document shows that the 1986 criterion regarding natural vegetation required that "[t]he natural vegetative fringe along the river shall be protected to ensure scenic qualities, erosion protection and screening" and that a separate rule required preservation of areas of flooding and wetlands. The 1986 laws did not, however, require enhancement of natural vegetation, as presently required by MCC .6372 (J).¹

The 1986 document states that the moorage minimizes the elimination of shoreline vegetation by restricting the elimination of vegetation to the head walk area. The document also states that no significant barriers to flooding are provided by the moorage development. The 1986 document also states that wetlands surrounding the small stream will remain undisturbed. None of the measures, however, enhance natural vegetation along the river or stream as required by MCC .6372 (J).

The 1986 document also shows that old pilings and a sunken vessel were to be removed from the shoreline to improve the appearance of the property. The removal of these objects was not, however, related to enhancement or preservation of natural vegetation. The pilings and vessel have already been removed and, therefore, would not qualify as an enhancement activity for the current permit.

The existing trees, shrubs and natural foliage will be protected and preserved as much as possible.

This is a general statement that proposes no specific action to protect natural vegetation. If such a vague requirement were imposed as a condition of approval, the County would find it almost impossible to enforce the condition.

The Himalayan Blackberry plant will be pruned back in the specific moorage and wetlands areas where they shadow other plants so the other plants can get more light to grow. The Himalayan Blackberry plant root system will be left intact to give needed support for erosion control.

This action may enhance the environment for native plants. What is meant by the "specific moorage and wetlands areas is, however, unclear." Whether this would include the parking area and its vegetated edge is unclear. It is also unclear whether the pruning proposed would involve cutting a few branches off of the blackberry plants or removal of all branches that extend out from the base of the plant. It would seem reasonable to require that the plants be cut back as close to the ground as possible during the growing season for natural plants (to provide light to native plants) and when flowering (to prevent the spread of the plants). Whether this type of control is practicable is not evident from the record. It is also unclear from the record that this is the maximum practicable effort that can be undertaken to enhance the property for native plants.

¹ This statement is made based upon the listing of the 1986 law provided in the Criteria for Willamette Greenway document that was included in the record of this proceeding. The 1986 law has been repealed and a copy of that law was not placed into the record of this proceeding.

The stream that flows through the site is protected by fencing to reduce human and livestock impact.

This is an appropriate means of protecting natural vegetation from human and livestock damage. The evidence infers that the fencing does not prevent human and livestock use of the stream area. More evidence, therefore, is needed about the fence before the Hearings Officer can make any definitive findings about its role in a natural vegetation program. Additionally, it is unclear whether the applicant is offering to maintain the fence or is merely stating a fact about the property. A similar lack of clarity in the applicant's statements regarding the proposed natural plant plan caused the present appeal.

The upland fields are hayed during summer months . . . to help the evaporation process of the gray water from a sewer treatment plant.

This is a statement about what is presently occurring on the property due to requirements of a DEQ permit. It is unclear whether this activity effectively controls blackberries in areas of the fields that are included in the riparian and wetlands areas of the subject property. It would seem likely that the application of gray water on the fields in the spring would encourage the growth of the Himalayan Blackberries. Allowing the blackberries to grow all summer until the fields have dried out would virtually guarantee that the blackberries would have gone to seed and reseeded the forest edge before they are mowed. The applicant's plant specialist testified that Himalayan Blackberry plants are a particular problem at the edge of the fields. It would appear to be more appropriate to cut the plants earlier in the year, before they produce berries. Whether such cutting is practicable is not known.

Annually, in the spring wild flowers will be planted to enhance the area. Natural grass will be planted if area is bare due to erosion.

It is unknown whether the wildflowers that will be planted are native or non-native wildflowers. Non-native wildflowers would not protect the environment for native plants. This statement also fails to disclose where wildflowers are to be planted or what size of an area will be planted. As such it is not possible to assess the merits of this proposal. The area of the property where natural grass would be planted if bare spots appear should also be described to prevent future disputes between the applicant and the County. Is this intended to apply to the creek bed as well as to the river edge? Is it intended to include land between the river and the high water mark?

The August 21, 1998 letter from Bill Casselman contains a plan proposal. It is unknown whether Mr. Casselman's substitutes for or supplements the plan described in Ms. Casselman's letter. Mr. Casselman's plan is shown in italics and each plan item is discussed below the quoted text:

Maintain existing wetland farm pasture areas by grazing and cropping hay.

This plan does not, but should, include control of Himalayan Blackberry that is found on the pasture/forest edge area of the wetland pasture areas.

Spray the fence lines of bordering property, State Highway, Railroad and neighbors that don't control their Himalayan Blackberries. [A] minimum of mowing, very selective spraying to control Cockleburs, Canadian Thistle, and edge trimming of the Himalayan Blackberries . . . [is planned] along the creek, river and wetland areas.

Additional information about the frequency, type and location of spraying proposed is needed to assess the adequacy of this proposal. It is the Hearings Officer's recollection of the hearing testimony that spraying of Blackberries in riparian and wetlands areas is not permissible. As a result, the applicant should provide evidence to show that the proposed spraying would be legal before spraying is approved as a part of the natural vegetation enhancement and preservation plan.

We plan to continue our enhancement program by annual clean up and elimination of debris carried in by wind, flood, and humans or caused by Winter weather situations.

It would be virtually impossible for the County to verify whether the applicant is complying with this condition. This clean up program would, in the opinion of the Hearings Officer, more closely fit in the category of protection of existing vegetation, rather than enhancement.

Existing erosion control measures will continue. See along the river bank with no major elimination of root systems along the creek bank and only mowing along parameters to stop encroachment into pasture area which has effectively controlled erosion.

It is reasonable to retain existing root systems along the creek bank. It is unclear what is meant by "only mowing along parameters" to stop encroachment into pasture area which has effectively controlled erosion. Is this referring to mowing associated with haying the waste disposal fields or is it referring to some other area of the property? Without further information, it is impossible to know what is being proposed in this regard.

In summary, the plans proposed by the Casselmans are written as mere statements of what is currently done with the property, not as clear commitments to maintain those practices in the future. Terms such as "as much as possible" create huge loopholes in the plan. The plan lacks any measurable performance standards or any concrete commitment to taken certain actions at certain times. As a result, the Hearings Officer is unable to find that the proposed plan will enhance and protect the natural vegetation along the river, lakes, wetlands and streams to the maximum extent practicable.

In such a situation, the Hearings Officer would ordinarily deny the land use application. The Hearings Officer will, however, give the applicant a final opportunity to develop a proper and **enforceable** plan as the use that is to be permitted is presently in existence and has been issued a previous land use approval for a less intense, but similar land use.

DECISION

BASED UPON THE FOREGOING, the Hearings Officer strikes the following words from Condition of Approval #2: "and, (b) the dry hydrant has been installed to the specifications of the district."

The Hearings Officer also strikes Condition #4 and replaces it with the following new Condition #4:


4. The applicant shall to develop a plan to enhance and protect natural vegetation on the subject property that meets the requirements of MCC .6372 (J). The plan must contain clear commitments by the applicants to undertake concrete and verifiable actions to enhance and

protect natural vegetation in the riparian and wetland areas of the property (the area identified by Planning Division staff). The plan shall be submitted to and approved by the Multnomah County Planning Division staff. The plan must include the following:

- A. An inventory of the natural vegetation that exists along the river and stream.
- B. A complete discussion of what forces threaten the existing natural vegetation (non-native species, erosion, flooding, etc.).
- C. An assessment of what measures are needed to control the forces that threaten the natural vegetation. This program should include the removal of the Himalayan Blackberry in the spring of each year by cutting its branches before the plant bears fruit, unless the applicants provide substantial evidence that such cutting is impracticable.
- D. An explanation of why some of the needed measures are impracticable. All measures that are determined to be by the County to be impracticable will not be included as plan requirements.
- E. A clear and measurable requirement upon the landowners to undertake those measures that are needed to control forces that threaten the natural vegetation that are not impracticable.
- F. An assessment of what natural vegetation improvements are needed to provide screening of the parking lot and driveway from the river and to create a continuous riparian corridor. A photograph submitted by the Casselmans shows that vehicles in a riverfront parking area are visible from the moorage. If this photograph is of the Casselman parking lot, additional screening should be provided between the river and parking area, unless impracticable.
- G. Requirements upon the landowners to provide all additional natural vegetation needed to provide the required screening and continuous riparian corridor, except for measures that are shown to be impracticable.
- H. A site plan illustrating those areas where nuisance species that threaten natural vegetation exist, a description of how the plants are to be removed or controlled such that disturbance of adjacent soils, vegetation, and waterways is minimized, a list of native plant species to be used in re-vegetating cleared areas. Photographs illustrating both the existing and finished condition may also be used. A pamphlet published by the Unified Sewerage Agency, titled "*Stream & Wetland Enhancement Guide*," is enclosed. This pamphlet identifies native plant species and acceptable landscaping techniques for wetland and riparian areas. Where nuisance plants are to be removed from areas where they act as a buffer between river and land based activities, they must be replaced with native shrub or tree species that, at maturity, provides a similar level of visual relief.

County approval of the required plan must be obtained before the WRG permit will be effective. Approval or denial of the plan by County staff will be a land use decision and will be processed as such, with full appeal rights to all affected persons.

DECIDED AND PREPARED this 4th day of September 1998.



LIZ FANCHER, OSB #81220
Multnomah County Hearings Officer

Appeal to the Board of County Commissioners:

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An Appeal requires a completed "Notice of Review" for and a fee of \$530.00 plus a \$3.70 - per minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning Office at 2115 SE Morrison Street (in Portland) or you may call 248-3043, for additional instructions.

EXHIBIT LIST FOR APPEAL OF WRG 3-98 – CASSELMAN

Hearing Exhibits

- H-1 July 16, 1997 Letter from Bill Casselman to Board of County Commissioners
- H-2 July 19, 1997 Letter from Bill Casselman to Tanya Collier
- H-3 Supplemental Staff Report, Decision & Notice of Appeal for WRG 1-98

Exhibits Received During Comment Period

- J-1 Hearings Officer's Notice to All Parties
- J-2 August 22, 1998 letter from Sherry Casselman
- J-3 August 21, 1998 letter from Bill Casselman with numbered photographs (1, 2, 2.1, 3, 3.1, 4 & 5)
- J-4 August 24, 1998 letter from River's Bend Marina
- J-5 August 25, 1998 letter from Patrick C. Willis
- J-6 August 26, 1998 letter from Julie Cleveland



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

118
ZONING

525.00

TOTAL
0000-001 525.00
8758 LISA 9/24/98
2:00PM

NOTICE OF REVIEW

- by Casselmano's Wharf, Inc. — WRG 3-98
1. Name: Casselman Dr Sherry — President
2. Address: P.O. Box 1106 Scappoose Oregon 97056
3. Telephone: (503) 543-5183

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

Casselmano's Wharf, Inc. WRG-3-98

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

WRG-3-98 Conditions
of Hearing date 8/19/98 by Les Faucher

6. The decision was announced by the Planning Commission on Sept 14, 1998

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

#(1) Condition #4 was (Eradication of Himalayan Blackberries) was found to be impractical but was replaced with (8) other conditions, some of which are vague or impossible to comply with (B + E) & FEI control natural forces - flood, slides, trees, wind, etc.

#(2) Insufficient time to properly respond to expanded conditions within the (16) day appeal time.

#(3) not knowing County position on proposed plan revising makes it prudent to consider options.

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

- #4. Stating that entire property is affected
where Casselman's Tract, Inc. is clearly
leasing the river front property for parking lot
with access easement only. Just because
the Railroad or Power Company have easement,
access does not make them responsible
nor should the property owner be on personal appeal

9. Scope of Review (Check One):

- (a) ☒ On the Record
(b) ☐ On the Record plus Additional Testimony and Evidence
(c) ☐ De Novo (i.e., Full Rehearing)

10. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.

Signed: _____ Date: _____

For Staff Use Only	
Fee:	
Notice of Review =	\$525.00
Transcription Fee	
Length of Hearing	x \$8.50/minute = \$
Total Fee =	\$ 525.00
Received by	<u>Jim Egan</u>
Date	<u>7/24/98</u>
Case No.	<u>WRG-3-98</u>

10-14-98

Mulh. County Dept. of Land Use Planning
2115 S.E. Harrison Street
Portland, Oregon 97214

RE: WRG 3-98 for Casselman's Wharf

Attn: Derek Tohas,

This is to notify you that I
will accept the WRG 3-98 permit
decision dated 10-6-98.

Since I am not planning to
appeal this decision I would
like to withdraw my previous
appeal to the Board of County Commissioners
regarding this matter. Please
refund remaining fee to me.
Thank you for your help.

Yours truly,

Sherry Casselman
P.O. Box 1106
Scappoose, Or 97051

? How long will it be before I
receive the actual permit?

R-6 10/22/98

WITHDRAWAL OF LAND USE APPEAL