

# **ANNOTATED MINUTES**

Thursday, September 25, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Tanya Collier present, and Commissioner Dan Saltzman arriving at 9:34 a.m.*

### **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5) WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE.***

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-1      Amendment 3 to Intergovernmental Revenue Agreement 104586 with Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid-Eligible Children

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-2      HV 10-97    Report the Hearings Officer Decision Approving an Application for Minor Variance to Reduce the Setback Requirements for an Addition to an Existing Structure on Property Located at 27333 SE ORIENT DRIVE, GRESHAM
- C-3      NSA 19-97    Report the Hearings Officer Decision Approving, Subject to Conditions, the Columbia River Gorge National Scenic Area Application to Utilize Two Bedrooms in an Existing Dwelling for Bed and Breakfast Use as a Home Occupation, for Property Located at 38717 HISTORIC COLUMBIA RIVER HIGHWAY, CORBETT

### **DEPARTMENT OF HEALTH**

- C-4           Renewal of Intergovernmental Revenue Agreement 200218 with Portland Public Schools for the Provision of Early Intervention and Early Childhood Special Education Services for Multnomah County Preschool Children with Disabilities

**SHERIFF'S OFFICE**

- C-5           Renewal of Intergovernmental Agreement 800308 with the Housing Authority of Portland to Provide Supervised Inmate Work Crew to Perform General Labor at Sites Owned, Operated or Management by the Housing Authority of Portland

**REGULAR AGENDA**

***AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, CONSIDERATION OF UNANIMOUS CONSENT ITEMS UC-2 AND UC-3 WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE.***

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- UC-2           Intergovernmental Revenue Agreement 700358 with the Oregon Youth Authority for Continued Funding to Internal and Community Based Programs for Gang Involved Youth and Consolidation of Gang Transition Services
- UC-3           Intergovernmental Revenue Agreement 700428 with the Oregon Youth Authority for Additional Funding to the Flex Fund Program Providing Specialized Individual Services to Adjudicated Youth in Danger of Further Behavioral Issues

***UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, THE AGREEMENTS WERE APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE.***

*Commissioner Saltzman arrived at 9:34 a.m.*

***AT THE REQUEST OF CHAIR STEIN AND UPON  
MOTION OF COMMISSIONER COLLIER,  
SECONDED BY COMMISSIONER KELLEY,  
CONSIDERATION OF UC-1 WAS UNANIMOUSLY  
APPROVED.***

**DEPARTMENT OF SUPPORT SERVICES**

- UC-1      PROCLAMATION Proclaiming September 29 through November 8, 1997 as the Time for the Charitable Giving Campaign for Multnomah County Employees

***COMMISSIONER COLLIKER MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL  
OF UC-1. THERESA SULLIVAN EXPLANATION.  
PROCLAMATION READ. PROCLAMATION 97-180  
UNANIMOUSLY APPROVED.***

**PUBLIC COMMENT**

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

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

**DISTRICT ATTORNEY'S OFFICE**

- R-2      Approval of Multnomah County Multi-Disciplinary Team Child Abuse Multi-Disciplinary Intervention Plan for 1998 Funding

***COMMISSIONER KELLEY MOVED AND  
COMMISSIONER SALTZMAN SECONDED,  
APPROVAL OF R-2. MICHAEL SCHRUNK  
EXPLANATION AND RESPONSE TO BOARD  
QUESTIONS AND COMMENTS. PLAN  
UNANIMOUSLY APPROVED.***

**NON-DEPARTMENTAL**

- R-3      First Reading of an ORDINANCE Amending MCC 2.30.640(A) to (F), Relating to Membership and Operation of the Citizen Involvement Committee, Repealing Existing Provisions and Creating New Provisions

***ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. KAY DURTSCHI EXPLANATION, COMMENTS IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, OCTOBER 9, 1997.***

**PUBLIC CONTRACT REVIEW BOARD**

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-4 ORDER Exempting from Formal Competitive Bidding the Purchase of Depo Provera as a Sole Source Purchase from the Pharmacia Upjohn Company

***COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. JAN THOMPSON AND JOY BELCOURT EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 97-180 UNANIMOUSLY APPROVED.***

(Adjourn as the Public Contract Review Board and reconvene as the Board of County Commissioners)

**DEPARTMENT OF HEALTH**

- R-5 NOTICE OF INTENT to Respond to Proposals from the National Institute on Drug Abuse to Fund a Substance Abuse Prevention Program Targeted Towards Adolescents

***COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. DENISE CHUCKOVICH EXPLANATION AND RESPONSE TO SUGGESTION OF COMMISSIONER KELLEY. NOTICE OF INTENT UNANIMOUSLY APPROVED.***

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

PUBLIC HEARING and Consideration of ORDER Approving Transfer of Tax Foreclosed Properties to Rose Community Development Corporation, Portland Habitat for Humanity, Northeast Community Development Corporation, and Housing Our Families for Low Income Housing Purposes

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. CECILE PITTS AND HC TUPPER EXPLANATION AND RESPONSE TO BOARD DISCUSSION. DAVID YAMASHITA TESTIMONY CONCERNING PORTLAND PARKS POSITION ON NORTH ALBINA PROPERTY. BILL BOESE AND PAUL STRETCH, TESTIMONY IN SUPPORT OF DEVELOPMENT OF THE VACANT LOT ON THE CORNER OF NORTH ALBINA AND SUMNER INTO A PUBLIC PARK/GREENSPACE MICHAEL CALLAHAN, HUGH GRAY, PATRICE KELLY, SONNY WILLIS, JAKE ROCKWELL, VAL THORPE-GALVIN AND BILL KLINE OF HUMBOLDT NEIGHBORHOOD ASSOCIATION TESTIMONY IN SUPPORT OF DEVELOPMENT OF THE VACANT LOT ON THE CORNER OF NORTH ALBINA AND SUMNER INTO A PUBLIC PARK/GREENSPACE. KALIA DURHAM AND CHRIS CROSS OF TESTIMONY IN SUPPORT OF HOUSING OUR FAMILIES PROPOSAL AND RESPONSE TO BOARD QUESTIONS CONCERNING THE PROPOSED ALBINA GREENSPACE. LOUIS FONTENOT TESTIMONY IN SUPPORT OF NECDC PROPOSAL. MATT KIRKPATRICK TESTIMONY IN SUPPORT OF ROSE COMMUNITY DEVELOPMENT PROPOSAL. OVID UMAN AND KIM MCDODGE TESTIMONY IN SUPPORT OF ALBINA GREENSPACE. LOUISE WEIDLICH TESTIMONY IN OPPOSITION TO TRANSFER OF TAX FORECLOSED PROPERTY TO NON-PROFITS. BOARD DISCUSSION. SUSAN HATHAWAY-MARXER RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER SALTZMAN MOVED TO SET THE ALBINA PROPERTY OVER FOR ONE MONTH AND WHEN WE RECONVENE A MONTH FROM NOW OR SOONER, ONE OF THREE OUTCOMES: WE WOULD**

EITHER AWARD IT TO HOUSING OUR FAMILIES, AWARD IT TO THE CITY PARKS BUREAU CONTINGENT UPON WHAT THEY FIND OUT ABOUT ITS ENVIRONMENTAL CONDITION, AND THEN THE THIRD OUTCOME COULD BE UNDER THE NEW LAW, THE HUMBOLDT NEIGHBORHOOD ASSOCIATION OR COMMUNITY GARDEN ASSOCIATION, IF THEY WANT TO COME FORWARD AND REQUEST IT ON THEIR OWN, THEY COULD DO THAT. I WOULD CERTAINLY BE HAPPY TO WORK WITH THE PARTIES. COMMISSIONER COLLIER SECONDED MOTION. COMMISSIONER HANSEN STATED HE WOULD BE VERY WILLING TO BE PART OF THE DISCUSSION AND PROGRESS OVER THE NEXT MONTH TO SEE IF SOMETHING COULD BE WORKED OUT FOR THE BEST INTERESTS OF EVERYBODY INVOLVED AND THAT HE WOULD CERTAINLY SUPPORT THE MOTION. CHAIR STEIN RESTATED THE MOTION: APPROVING ORDER WITH THE EXCEPTION OF THE NORTH ALBINA PROPERTY, WHICH WILL COME BACK BEFORE US IN ONE MONTH WITH A RECOMMENDATION FROM THE PARTIES REGARDING HOW WE SHOULD PROCEED. SUSAN HATHAWAY-MARXER RESPONSE TO QUESTIONS OF COMMISSIONER COLLIER REGARDING CITY URBAN PARKS PROGRAM, AND IDENTIFYING AND CORRECTING PARK DEFICIENT AREAS. COMMISSIONER KELLEY REQUESTED THAT IN THE NEXT MONTH, THE BOARD BE FURNISHED WITH INFORMATION ON THE PROVISION OF OPEN SPACES, THE NEED FOR AFFORDABLE HOUSING, AND HOW PORTLAND PARKS IS ADDRESSING COMPETING NEEDS, SUCH AS PROVIDING YOUTH AFTER SCHOOL ACTIVITIES IN THE HUMBOLDT NEIGHBORHOOD, AND COSTS, IN ORDER THAT THE BOARD MAY MAKE A DATA DRIVEN DECISION. CHAIR STEIN COMMENTED REGARDING DIFFICULTY BALANCING COMPETING NEEDS AND ADVISED SHE SUPPORTS MOTION TO ALLOW FAIRNESS AND FLEXIBILITY TO TRY TO WORK OUT AN

Thursday, September 25, 1997 - 10:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

**BOARD BRIEFING**

B-1 Progress Report on the Work of the Local Public Safety Coordinating Council (LPSCC). Presented by Peter Ozanne and Suzanne Riles.

***RESET TO 9:30 AM, TUESDAY, SEPTEMBER 30, 1997.***

*There being no further business, the meeting was adjourned at 11:10 a.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

***Deborah L. Bogstad***

Deborah L. Bogstad



## MULTNOMAH COUNTY OREGON

### BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204-1914  
TELEPHONE • (503) 248-3277  
FAX • (503) 248-3013

### BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

# MEETINGS OF THE MULTNOMAH COUNTY

## BOARD OF COMMISSIONERS

# AGENDA

## FOR THE WEEK OF

**SEPTEMBER 22, 1997 - SEPTEMBER 26, 1997**

Thursday, September 25, 1997 - 9:30 AM - Regular Meeting ..... Page 2

Thursday, September 25, 1997 - 10:30 AM - Board Briefing ..... Page 4

Thursday Meetings of the Multnomah County Board of Commissioners are \*cable-cast\* live and taped and can 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\*

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Perform General Labor at Sites Owned, Operated or Management by  
the Housing Authority of Portland

### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

#### **DISTRICT ATTORNEY'S OFFICE**

- R-2            Approval of Multnomah County Multi-Disciplinary Team Child Abuse  
Multi-Disciplinary Intervention Plan for 1998 Funding

#### **NON-DEPARTMENTAL**

- R-3            First Reading of an ORDINANCE Amending MCC 2.30.640(A) to  
(F), Relating to Membership and Operation of the Citizen  
Involvement Committee, Repealing Existing Provisions and Creating  
New Provisions

#### **PUBLIC CONTRACT REVIEW BOARD**

(Recess as the Board of County Commissioners and convene as the  
Public Contract Review Board)

- R-4            ORDER Exempting from Formal Competitive Bidding the Purchase of  
Depo Provera as a Sole Source Purchase from the Pharmacia Upjohn  
Company

(Adjourn as the Public Contract Review Board and reconvene as the  
Board of County Commissioners)

#### **DEPARTMENT OF HEALTH**

- R-5            NOTICE OF INTENT to Respond to Proposals from the National  
Institute on Drug Abuse to Fund a Substance Abuse Prevention  
Program Targeted Towards Adolescents

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

Perform General Labor at Sites Owned, Operated or Management by  
the Housing Authority of Portland

### **REGULAR AGENDA**

### **PUBLIC COMMENT**

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

### **DISTRICT ATTORNEY'S OFFICE**

- R-2            Approval of Multnomah County Multi-Disciplinary Team Child Abuse  
                 Multi-Disciplinary Intervention Plan for 1998 Funding

### **NON-DEPARTMENTAL**

- R-3            First Reading of an ORDINANCE Amending MCC 2.30.640(A) to  
                 (F), Relating to Membership and Operation of the Citizen  
                 Involvement Committee, Repealing Existing Provisions and Creating  
                 New Provisions

### **PUBLIC CONTRACT REVIEW BOARD**

(Recess as the Board of County Commissioners and convene as the  
Public Contract Review Board)

- R-4            ORDER Exempting from Formal Competitive Bidding the Purchase of  
                 Depo Provera as a Sole Source Purchase from the Pharmacia Upjohn  
                 Company

(Adjourn as the Public Contract Review Board and reconvene as the  
Board of County Commissioners)

### **DEPARTMENT OF HEALTH**

- R-5            NOTICE OF INTENT to Respond to Proposals from the National  
                 Institute on Drug Abuse to Fund a Substance Abuse Prevention  
                 Program Targeted Towards Adolescents

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

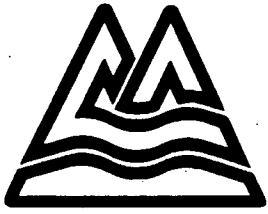
- R-6 PUBLIC HEARING and Consideration of ORDER Approving Transfer of Tax Foreclosed Properties to Rose Community Development Corporation, Portland Habitat for Humanity, Northeast Community Development Corporation, and Housing Our Families for Low Income Housing Purposes
- 

Thursday, September 25, 1997 - 10:30 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**

Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **BOARD BRIEFING**

- B-1 Progress Report on the Work of the Local Public Safety Coordinating Council (LPSCC). Presented by Peter Ozanne and Suzanne Riles. 30 MINUTES REQUESTED.



## **MULTNOMAH COUNTY OREGON**

### **BOARD CLERK**

OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204-1914  
TELEPHONE • (503) 248-3277  
FAX • (503) 248-3013

### **BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

# **MULTNOMAH COUNTY BOARD OF COMMISSIONERS SUPPLEMENTAL AGENDA**

Thursday, September 25, 1997, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

### **DEPARTMENT OF SUPPORT SERVICES**

- UC-1      PROCLAMATION Proclaiming September 29 through November 8, 1997 as the Time for the Charitable Giving Campaign for Multnomah County Employees

### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- UC-2      Intergovernmental Revenue Agreement 700358 with the Oregon Youth Authority for Continued Funding to Internal and Community Based Programs for Gang Involved Youth and Consolidation of Gang Transition Services
- UC-3      Intergovernmental Revenue Agreement 700428 with the Oregon Youth Authority for Additional Funding to the Flex Fund Program Providing Specialized Individual Services to Adjudicated Youth in Danger of Further Behavioral Issues

MEETING DATE: SEP 25 1997  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

**SUBJECT:** Amendment to IGA with Oregon Mental Health and Developmental Disabilities Division for revenue supporting the Children's Mental Health capitation project (CAPCare).

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

**REGULAR MEETING:** DATE REQUESTED: September 25, 1997  
AMOUNT OF TIME NEEDED: N/A

**DEPARTMENT:** Community and Family Services **DIVISION:** Behavioral Health

**CONTACT:** Lorenzo Poe **TELEPHONE #:** 248-3691  
**BLDG/ROOM #:** 166/7th

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

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

**Amendment #3 to IGA Oregon Mental Health and Developmental Disabilities Division, funding mental health services on a capitated basis for Medicaid-eligible children**

*9/30/97 ORIGINALS to BARBARA TEMPER*

### SIGNATURES REQUIRED:

**ELECTED OFFICIAL:** \_\_\_\_\_  
**(OR)**  
**DEPARTMENT**  
**MANAGER:** Lorenzo Poe

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 18 PM 5:22

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: September 17, 1997

SUBJECT: Amendment 3 to Revenue Agreement for Children's Mental Health Capitation Services

**I. Retroactive Status:** This contract amendment is retroactive to April 1, 1996, to cover portions of the contract related to the risk-sharing agreement, following extensive negotiations between contract parties.

**II. Recommendation/Action Requested:** Department of Community and Family Services recommends Board of County Commissioner approval of the amendment to the revenue agreement from the Oregon Mental Health and Developmental Disability Services Division, for the period April 1, 1996 through October 31, 1997.

**III. Background/Analysis:** The Department of Community and Family Services has received an amendment to the previously executed intergovernmental revenue agreement funding children's mental health services on a capitation basis. The amendment funds an additional month of services under the existing contract and extends the end date to coincide with the anticipated start-up of CAAPCare, the carve out Mental Health Organization for Multnomah County, which will include adult services. The amendment deletes the provision between the State and County to equally share surpluses and losses during the first fifteen months of operation that deviate more than five percent from the total capitation.

**IV. Financial Impact:** Fiscal analysis indicates that CAPCare has consistently operated with a surplus of service revenue. If this risk corridor is not removed, financial projections through the end of June, 1997 indicate the County would be required to return revenue to the State.

**V. Legal Issues:** None

**VI. Controversial Issues:** None

**VII. Link to Current County Policies:** This agreement and its amendments address the County benchmark to increase access to mental health services.

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

**IX. Other Government Participation:** This agreement reflects a decision to delete the mutual sharing of risk by County and State.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104586

Amendment # 3

Prior-Approved Contract Boilerplate: Attached; XXX Not Attached

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>C-1</u> DATE <u>9/25/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: September 11, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

**Amendment 3 to Children's Mental Health Capitation Intergovernmental Revenue Agreement, retroactive to April 1, 1996**

RFP/BID #: [N/A]

Date of RFP/BID: \_\_\_\_\_

Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_

Contractor is

☐ MBE

☐ WBE ☐ QRF

<b>Contractor Name :</b> <b>Oregon Mental Health &amp; Developmental Disability Services Division</b>  <b>Mailing Address:</b> <b>2575 Bittern St, N.E.</b> <b>Salem, OR 97310-0520</b>  <b>Phone:</b> <b>(503) 945-9499</b>  <b>Employer ID# or SS#:</b> <b>93-0576060</b>  <b>Effective Date:</b> <b>April 1, 1996</b>  <b>Termination Date:</b> <b>October 31, 1997</b>  <b>Original Contract Amount:</b> <b>\$ Requirements</b>  <b>Total Amt of Previous Amendments:</b> <b>\$ Requirements</b>  <b>Amount of Amendment:</b> <b>\$ Requirements</b>  <b>Total Amount of Agreement:</b> <b>\$ Requirements</b>	<b>Remittance Address (if different)</b> _____  <table> <thead> <tr> <th>Payment Schedule</th> <th>Terms</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </tbody> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u>	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: \_\_\_\_\_

*Lorenzo Poe*

Date: 9/16/97

Purchasing Director: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: \_\_\_\_\_

*Ratie Garty*

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

Date: 9/18/97

County Chair/Sheriff: \_\_\_\_\_

*Willy Klein*

Date: 9/25/97

Contract Administration: \_\_\_\_\_

(Class I, Class II Contracts Only)

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

VENDOR CODE REV124				VENDOR NAME				TOTAL AMOUNT: \$ Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
	395	010	1663			2603			Title XIX	Req'ts	

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contracts Administration, Initiator, Finance

\\cfed-fs3\vol2\admin\ceul\contract 98\cmhcan3 caf

Mental Health and Developmental Disability Services Division  
Mental Health Organization Intergovernmental Agreement #26101  
with Multnomah County Children's Capitation Project

Amendment #3

This Amendment extends the ending date of Interagency Agreement #26101 to October 31, 1997, and eliminates all risk sharing references retroactively effective April 1, 1996, when the original Agreement was executed. Brackets indicate deleted language and underline indicates new language.

3.1 Under Part II, Term and Approval:

This Agreement shall become effective on April 1, 1996 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through [September 30] October 31, 1997. No work may be performed under this Agreement prior to its effective date.

3.2 Under Part IV. Statement of Work, Section A. Benefit Package, Subsection 1. Capitated Services, shall be amended as follows:

- c. JOBS Clients under 21 years of age will receive individual services as part of the capitated benefit package effective October 1, 1996 through [September 30] October 31, 1997. Separate fee-for-service billings will not be paid for services to these people after September 30, 1996.

3.3 Under Part IV. Statement of Work, Section B. Coverage of Capitated Services, shall be amended as follows:

- 3. The capitation payment covers all services defined in the "Oregon Health Plan Service Categories for Per Capita Costs, October 1995 through [September] October 1997", dated July 1, 1995, which is attached hereto and by this reference incorporated herein as ATTACHMENT A. The capitation payment also covers professional fees of psychiatrists providing services to OMAP Members under the age of 21 in an acute inpatient hospital care setting. Contractor shall cover such services in accordance with OAR 410-141-0480, Oregon Health Plan Benefit Package of Covered Services for all mental health conditions appearing on the prioritized list of integrated health services adopted in OAR 410-141-0520.

3.4 Under Part IV. Statement of Work, Section C. Risk and Solvency, Subsection 1, delete:

- a. Division and County shall enter into a risk sharing arrangement for the first fifteen months of operation and shall equally share surpluses and losses when such

surpluses and losses deviate more than five percent from the total capitation paid during the fifteen month period. Division shall reimburse the County for half of the expenses in excess of 105% of total capitation payments or County shall reimburse Division for half of the surplus revenue when costs are less than 95% of total capitation payments.

3.5 Under Part IV. Statement of Work, Section C. Risk and Solvency, Subsection 1, delete:

- b. Encounter data reporting shall be the basis for determining the cost of providing mental health services, including the cost for those special codes that County and Division develop to capture flexible, individualized services. Prior to delivering services, County shall work with Division in establishing codes and costs used to track flexible service approaches. Costs shall be calculated based upon allowable Division Medicaid rehabilitative services fee-for-service BA code rates for each type of mental health service encounter multiplied by the number of each type of encounter. This cost shall be increased by 6% to account for administrative costs.

3.6 Under Part IV. Statement of Work, Section C. Risk and Solvency, Subsection 1, delete

- c. Until the encounter data reporting system is operationally sufficient to provide information adequate to monitor costs, County shall provide monthly reports of actual year-to-date payments made to providers for covered services by BA code and projections of claims incurred but not yet paid for the fifteen month period using Report E5, Risk Sharing Arrangement Calculation Worksheet included in EXHIBIT E.

3.7 Under Part IV. Statement of Work, Section C. Risk and Solvency, Subsection 1, delete

- d. Surpluses and losses for the fifteen month period shall be calculated within 180 days of the end of the fifteen month period. Both the County or Division may exercise its right to terminate this Agreement with 30 days written notice. Division shall exercise this right if it appears that County is unable to manage the risk assumed.

3.8 Under Part VI. Payment Procedures, Section A. Compensation, shall be amended as follows:

For each month during the period July 1, 1997 through [September 30] October 31, 1997, Division through OMAP shall pay Contractor the following capitation payment for each OMAP Member falling within the designated rate category:

- 1. \$9.02 for Oregon Health Plan Eligibles
- 2. \$4.40 for Poverty Level Medical Adults

3. \$3.72 for Poverty Level Medical Children
  4. \$129.26 for General Assistance Recipients
  5. \$97.20 for Aid to the Blind/Disabled with Medicare
  6. \$122.27 for Aid to the Blind/Disabled without Medicare
  7. \$165.12 for Children of Office of Services to Children and Families
- 3.9 Included in Exhibit E, delete Exhibit E-5, Risk Sharing Arrangement Calculation Worksheet and Instructions.
- 3.10 Exhibit H, Compliance with State Laws, shall be amended as follows:

Division's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279.312, 279.314, 279.316, 279.320, 279.555, and 656.027 which are hereby incorporated by reference.

[County shall comply with the conditions set out in all state and local laws applicable to the work under this Agreement, including those Oregon Revised Statutes described below, which County agrees shall apply to and govern the performance of this Agreement.

- A. 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the County shall:
- (1) Make payment promptly, as due, to all persons supplying to such County labor or material for the prosecution of the work provided for in such contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from such County or subcontractor incurred in the performance of the contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. 279.314 Condition concerning payment of claims by public officers.
- (1) Every public contract shall also contain a clause or condition that if the

County fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the County or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the County by reason of such contract.

- (2) The payment of a claim in the manner authorized in this section shall not relieve the County or the County's surety from obligation with respect to any unpaid claims.

C. 279.316 Condition concerning hours of labor.

- (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.

D. 279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall also contain a condition that the County shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such County, of all sums which the County agrees to pay for such services and all monies and sums which the County collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

E. As required by ORS 279.555, in the performance of this Agreement the County shall use, to the maximum extent economically feasible, recycled paper.

F. 656.027 Conditions concerning workers' compensation coverage.

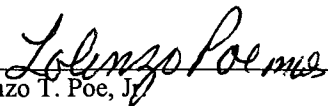
County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their employees.]

- 3.11 Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

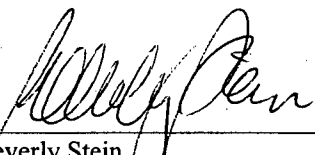
The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws including without limitation state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

## Signatures

MULTNOMAH COUNTY

  
Lorenzo T. Poe, Jr.  
Dept. of Community and Family Services

Date 9/16/97

  
Beverly Stein  
Chair of Multnomah County Board of  
Commissioners

Date September 25, 1997

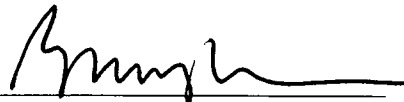
Approved as to Legal Sufficiency:

  
Katie Gaetjens  
Multnomah County Counsel

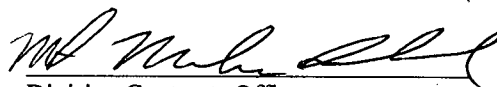
Date 9/18/97

STATE OF OREGON

Mental Health and Developmental Disability  
Services Division  
2575 Bittern Street N.E.  
Salem, Oregon 97310-0520

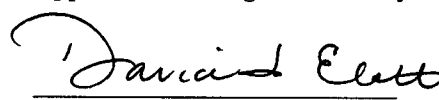
  
Barry S. Kast, M.S.W.  
Administrator

Date September 12, 1997 *MO 9-10-97*

  
Division Contracts Officer

Date 9-12-97

Approved as to Legal Sufficiency:

  
David J. Elott  
Assistant Attorney General

Date 9-12-97

O:\OMHS\USERS\EVERYONE\WAN\CAPCARE\MULTAM3.WPD

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 9/25/97  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: SEP 25 1997  
Agenda No: C-2  
Est. Start Time: 9:30 Am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Report to the Board the Hearings Officer's decision on HV 10-97

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

**REGULAR MEETING**      Date Requested:      September 25, 1997  
                                 Amt. of Time Needed:      5 Min.

**DEPARTMENT:**      DES      **DIVISION:** Transportation & Land Use Planning  
**CONTACT:**      Susan Muir      **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 an approval of HV 10-97, a request for a minor variance to setback requirements for an addition to an existing structure.

**SIGNATURES REQUIRED**

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Larry F. Nicholas/ms

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 17 AM 11:32



MULTNOMAH COUNTY

# BOARD HEARING OF SEPTEMBER 25, 1997

TIME 9:30am

CASE NAME Orient Drive Chiropractic NUMBER HV 10-97

## 1. Applicant Name/Address

**Property Owner:** Thomas J. Bolera  
18848 SE Highway 212  
Clackamas, OR, 97015, 8703

**Applicant:** Guy A. Altman, Architect  
0612 SW Idaho St., Suite One  
Portland, OR 97201

### Action Requested of Board

- ☒ Affirm Hearings Officer Dec.
- ☐ Hearing/Rehearing
- ☐ Scope of Review
- ☐ On the record
- ☐ De Novo
- ☐ New information allowed

## 2. Action Requested by Applicant

Approval of a Minor variance for an addition to an existing chiropractic clinic.

## 3. Planning Staff Recommendation

Approval, subject to conditions, of a minor variance. This proposal meets all applicable criteria.

## 4. Hearings Officer Decision

Approval, subject to conditions, of a minor variance.

## 5. If recommendation and decision are different, why?

### ISSUES

*(who raised them?)*

## 6. The following issues were raised

One adjoining property owner testified that he had a problem with the issue regarding the septic tank and the fact that he didn't feel the existing tank was adequate for the use.

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

No, the Hearings Officer found that the applicant had submitted a sign off from the Portland Sanitarian.

---

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

---

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

**September 5, 1997**

**HV 10-97**

An application for minor variance to reduce the setback requirements for an addition to an existing structure. The proposal is to reduce the side yard setback requirement of 10' to 7'6".

**Location:**

27333 SE Orient Drive, Gresham, Oregon 97080

**Property**

**Description:**

T1S, R3E, Section 24, Tax Lot 50

**Zoning Designation:** RC, Rural Center

**Site Size:**

.24 acre

**Property Owner:**

Thomas J. Bolera  
18848 SE Highway 212  
Clackamas, OR 97015-8703

**Applicant:**

Guy A. Altman, Architect  
0612 SW Idaho St., Suite One  
Portland, OR 97201

**Hearings Officer Decision:**

Approve, subject to conditions, the requested Variance, based on the following Findings and Conclusions.

## **Conditions of Approval:**

1. The Variance granted by this Order shall expire if the applicant does not make substantial construction or substantial expenditure of funds on the affected property within eighteen months from the date of issuance of the Board Order.
2. Obtain Design Review approval of all proposed site improvements. Site work shall not proceed until required Design Review approvals are obtained or as determined by the Director.
3. The applicant shall be required to make application for and receive a sign permit for the existing unapproved sign on the subject site, or remove the sign.

## **PROCEDURAL ISSUES**

### **1. Impartiality of the Hearings Officer**

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

### **2. Jurisdiction**

At the commencement of the hearing I asked the participants to indicate if they had any procedural or jurisdictional objections. The participants did not allege any jurisdictional or procedural violations regarding the conduct of the hearing.

## **BURDEN OF PROOF**

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

## **FACTS**

### **1. Applicant's Proposal**

The applicant is requesting a minor variance to reduce the side yard setback from the required 10' to 7' 6" in order to permit an addition of a 14' long by 20'  $\pm$  deep physical therapy treatment room to the northwest corner of the existing clinic building on the site.

### **2. Site and Vicinity Information**

The site is located on S.E. Orient Drive, in Gresham, Oregon. A copy of the proposed site plan is attached hereto as Exhibit "A" and is incorporated by this reference herein. An existing 30' by 35' 6" deep building sits on the subject parcel, which is .24 acres in size. The property is zoned Rural Center. The RC zone permits rural service commercial uses, including office uses, as a conditional use. This building was legally established prior to October 6, 1977 and is used as a medical office. Apparently, the subject property has never actually received conditional use approval. However, pursuant to Section 11.15.2270, of the Multnomah County Zoning Ordinance, conditional uses listed in MCC .2252 (Conditional Uses Permitted in the RC Zone) legally established prior to October 6, 1977, shall be deemed conforming and not subject to the provisions of the non-conforming use sections of the Code. Changes in use are subject to approval. However, any alteration of the conditional use shall be subject only to Design Review. Accordingly, the subject application will ultimately be subject to Design Review, but is not subject to a separate conditional use hearing review for the addition to the building.

### **3. Testimony and Evidence Presented**

- A. Susan Muir testified for the County, summarized the history of the application and her Staff Report.
- B. Guy Altman, architect and applicant, testified as owner's representative. He discussed the applicant's proposal, the need for the space, and the Code criteria.
- C. Jack Mullen, 27245 S.E. Orient Dr., Gresham, Oregon 97080, an adjacent property owner, testified in opposition to the variance and questioned the appropriateness of the use in the area.

- D. Verna Mullen, 27245 S.E. Orient Dr., Gresham, Oregon 97080, also testified in opposition to the application for variance and indicated that the addition would create the need for additional parking and would generate additional traffic in an area where traffic problems exist.
- E. The exhibits listed in the exhibit list which is attached hereto as Exhibit "B", were reviewed by the hearings officer and received in support of the application. No written evidence was submitted in opposition to the application.

## **STANDARDS AND CRITERIA, ANALYSIS AND FINDINGS OF FACT**

### **1. Applicability of Community Service Use Standards**

#### **I. Rural Center Zone**

##### **Dimensional Requirements**

##### **MCC 11.15.2258 (C) Minimum Yard Dimensions - Feet**

<u>Front</u>	<u>Side</u>	<u>Street Side</u>	<u>Rear</u>
30	10	30	30

##### **Definitions**

**Lot Line (Front)** - In the case of an interior lot, a line separating the lot from the street or accessway; in the case of a corner lot, a line separating the narrowest frontage of the lot from a street or accessway; and in the case of a flag lot, the lot line closest to and most nearly parallel with the street which serves the lot.

##### **ANALYSIS:**

The lot line fronting S.E. Orient is the front lot line, pursuant to the criteria set forth above.

**Lot Line (Rear)** - The line dividing one lot from another and on the opposite side of the lot from the front lot line; and in the case of an irregular or triangular shaped lot, a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line.

##### **ANALYSIS:**

The lot is irregular in shape. Accordingly, the rear lot line would be parallel to S.E. Orient Drive and ten feet in length, as indicated on the site plan.

**Lot Line (Side) - Any lot line not a front or rear lot line.**

**ANALYSIS:**

The other lots lines must meet the side setback requirements of ten feet. Since the applicant wishes to construct an addition to the building with only a 7'6" setback from a side lot line, this application for a variance has been made.

**II. MCC 11.15.8505 Variance Approval Criteria**

**ANALYSIS:**

(A) \* \* \* a Minor Variance shall meet criteria (3) and (4). (A Minor Variance is one that proposes to vary a dimensional requirement by 25% or less.)

**(3) The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.**

**ANALYSIS:**

The applicant presents evidence that the addition will add essential treatment space to an existing facility that serves a large area of rural Multnomah County and Gresham, and caters to much of the Mexican-American community in those areas.

The building addition will be modest in size and will be compatible in appearance to the existing structure. As such, it will be located back from the busy Orient Drive, while still providing privacy to its neighbors to the east and south by only opening up to the south with windows and "nestling" up against the existing hedge and sitting behind the tall row of coniferous trees that run parallel to the north property line on the adjacent neighbor's property on Tax Lot 6100. Also, due to its small footprint and limited height, the building addition will not block its neighbor's access to sunlight.

Similarly, the modest footprint to the addition does not translate into a significant increase in number of people using the building, and therefore will not add any significant traffic to S.E. Orient Drive, but rather gives the owner the opportunity to provide a better environment for their patients.

Accordingly, a finding can be made that the proposed variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

- (4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.

**ANALYSIS:**

The proposed variance does not establish a use which is not listed in the underlying zone. The analysis of the applicable Comprehensive Plan policies which follow indicate that the granting of the variance will not adversely affect the realization of the Comprehensive Plan.

## **2. Applicable Comprehensive Plan Policies**

**"POLICY NO. 13, AIR, WATER AND NOISE QUALITY.**

**MULTNOMAH COUNTY, ... SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS."**

**ANALYSIS:**

This proposal does not adversely alter the quality of air and water. The building's use, wood-framed construction, and minimal size allows it to fit in well to the existing built environment along S.E. Orient Drive. Other than additional impervious area created by the new roof structure (which can be accommodated for), no impacts are apparent.

The proposed building addition should help to reduce noise levels for neighbors to the north from S.E. Orient Drive, a busy thoroughfare. The proposal is not a noise sensitive use or a noise generator.

All applicable agencies have responded and a finding can be made that all standards can be met with respect to air quality, water quality and noise levels.

**"POLICY NO. 14, DEVELOPMENT LIMITATIONS**

**THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATION AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:**

- A. SLOPES EXCEEDING 20%;**

- B. SEVERE SOIL EROSION POTENTIAL;
- C. LAND WITHIN THE 100 YEAR FLOOD PLAIN;
- D. A HIGH SEASONAL WATER TABLE WITHIN 0-24 INCHES OF THE SURFACE FOR 3 OR MORE WEEKS OF THE YEAR;
- E. A FRAGIPAN LESS THAN 30 INCHES FROM THE SURFACE;
- F. LAND SUBJECT TO SLUMPING, EARTH SLIDES OR MOVEMENT."

**ANALYSIS:**

None of the development limitations listed in Policy 14 are present on the site. Accordingly, there is no need to direct development away from the site, since no development limitations exist. A finding can be made that this policy is met.

**\*POLICY NO. 22, ENERGY CONSERVATION.**

THE COUNTY'S POLICY IS TO PROMOTE THE CONSERVATION OF ENERGY AND TO USE ENERGY RESOURCES IN A MORE EFFICIENT MANNER. IN ADDITION, IT IS THE POLICY OF MULTNOMAH COUNTY TO REDUCE DEPENDENCY ON NON-RENEWABLE ENERGY RESOURCES AND TO SUPPORT GREATER UTILIZATION OF RENEWABLE ENERGY RESOURCES. THE COUNTY SHALL REQUIRE A FINDING PRIOR TO THE APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT THE FOLLOWING FACTORS HAVE BEEN CONSIDERED:

- A. THE DEVELOPMENT OF ENERGY-EFFICIENT LAND USES AND PRACTICES;
- B. INCREASED DENSITY AND INTENSITY OF DEVELOPMENT IN URBAN AREAS, ESPECIALLY IN PROXIMITY TO TRANSIT CORRIDORS AND EMPLOYMENT, COMMERCIAL AND RECREATIONAL CENTERS;
- C. AN ENERGY-EFFICIENT TRANSPORTATION SYSTEM LINKED WITH INCREASED MASS TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES;
- D. STREET LAYOUTS, LOTTING PATTERNS AND DESIGNS THAT UTILIZE NATURAL ENVIRONMENTAL AND CLIMACTIC CONDITIONS TO ADVANTAGE.
- E. FINALLY, THE COUNTY WILL ALLOW GREATER FLEXIBILITY IN THE DEVELOPMENT AND USE OF RENEWABLE ENERGY RESOURCES."

**ANALYSIS:**

The applicant has indicated an intent to take advantage of south and southwesterly sunlight. The applicant intends to reduce energy usage during the winter months by using passive solar heat gain. Accordingly, a finding can be made that the applicants have given an appropriate level of consideration to the factors listed in Policy No. 22.

**\*POLICY NO. 37, UTILITIES.**

**THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:**

**WATER AND DISPOSAL SYSTEM**

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR**
- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR**
- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR**
- D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.**

**ANALYSIS:**

The Department of Environmental Services has indicated that the site is served by an existing septic system. It is anticipated that the proposed addition will not increase the waste load thereon. The property is currently served by the Lusted Water District. Accordingly, the criteria set forth in paragraph B above has been met.

**DRAINAGE**

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR**
- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND**
- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.**

**ANALYSIS:**

The applicant presented evidence indicating that the additional water runoff can be handled on site. If any runoff from site occurs, it will not alter the drainage of adjacent properties. There are no adjacent bodies of water which could be adversely affected.

**ENERGY AND COMMUNICATIONS**

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND**

**I. COMMUNICATIONS FACILITIES ARE AVAILABLE.**

**ANALYSIS:**

The building is currently served by electrical and telephone utilities. Existing utilities are adequate to serve the 202 square foot building addition.

**"POLICY NO. 38, FACILITIES.**

**THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:**

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**
- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND**
- C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**
- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION."**

**ANALYSIS:**

The Gresham Barlow School District reviewed this proposal and did not indicate any objection or concern regarding the proposal.

The Gresham Fire and Emergency Services have responded, indicating that there is adequate water pressure and flow for fire fighting purposes.

The Multnomah County Sheriff's Office has determined that the level of police service available to serve the proposed project is adequate.

Accordingly, findings can be made that the appropriate agencies have responded, indicating that adequate levels of service from agency facilities are available to serve the subject site.

**"POLICY NO. 40, DEVELOPMENT REQUIREMENTS.**

**THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:**

- A. PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.**

- B. LANDSCAPED AREAS WITH BENCHES WILL BE PROVIDED IN COMMERCIAL, INDUSTRIAL AND MULTIPLE FAMILY DEVELOPMENTS, WHERE APPROPRIATE.
- C. AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE."

**ANALYSIS:**

The owner has indicated that he will comply with any applicable bicycle corridor requirements and provide bicycle parking near the building.

Landscaping will be provided in accordance with Code requirements.

Accordingly, a finding can be made that the appropriate level of consideration has been given to the policy set forth above.

**CONCLUSION**

Based on the analysis, findings and substantial evidence cited or referenced herein, I conclude that the application for a Minor Variance to reduce the setback requirements for an addition to an existing structure from 10' to 7'6" satisfies all applicable approval criteria provided that the Conditions of Approval are complied with. Accordingly, the proposed Minor Variance is hereby approved, subject to the Conditions of Approval contained herein.

IT IS SO ORDERED, this 5th day of September, 1997.

  
JOAN M. CHAMBERS, Hearings Officer

# SITE PLAN INFORMATION

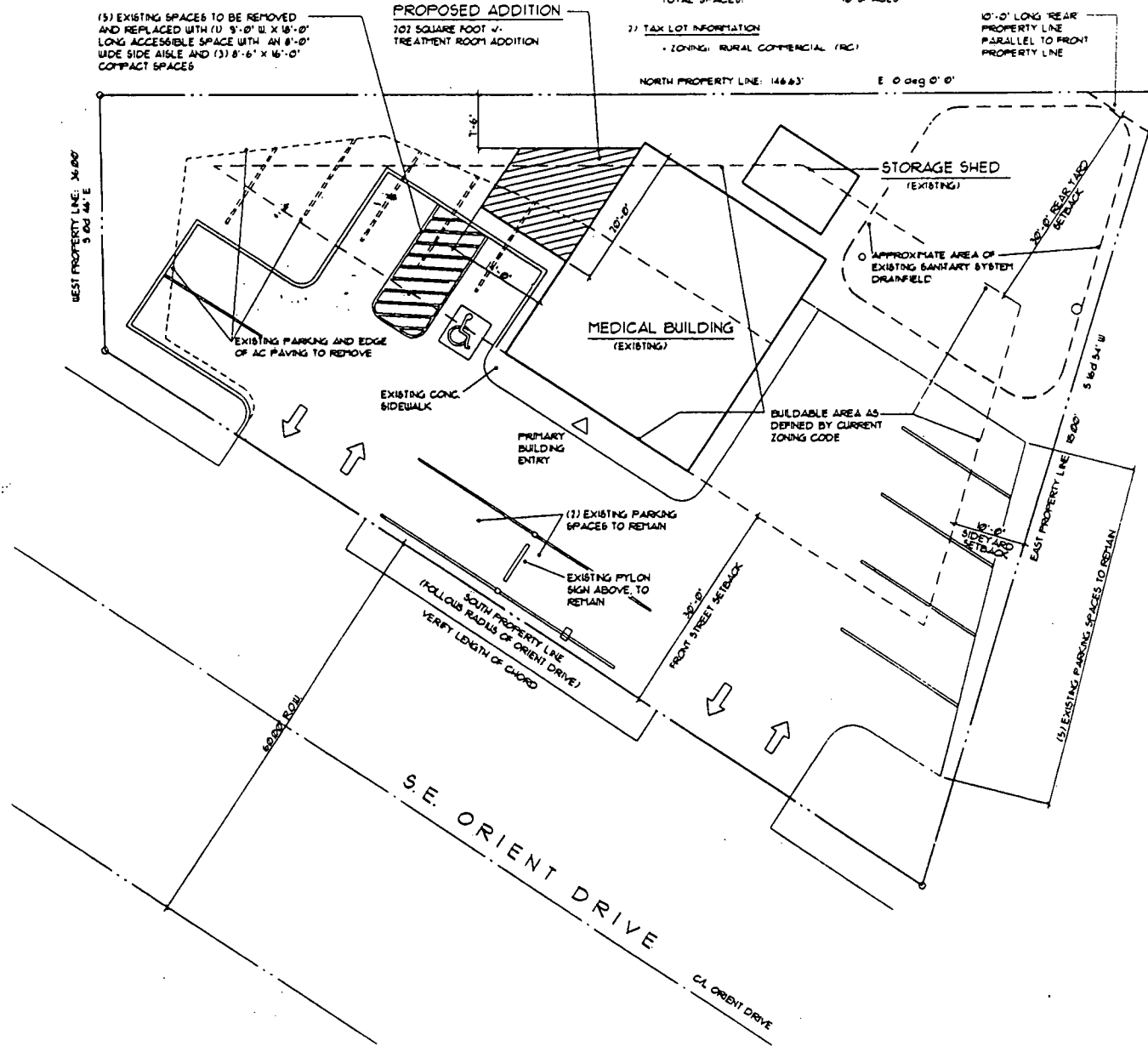
## 1) ON-SITE PARKING:

STANDARD SPACES 9  
DISABLED SPACES (5'X15') 1  
TOTAL SPACES: 10 SPACES

## 2) TAX LOT INFORMATION

ZONING: RURAL COMMERCIAL (RC)

10'-0" LONG REAR PROPERTY LINE PARALLEL TO FRONT PROPERTY LINE



1 PROPOSED SITE PLAN  
1/4" = 1'-0" (SEE NOTES)



PROPOSED SITE PLAN  
ORIENT DRIVE SPINAL REHAB.  
PHYSICAL THERAPY TREATMENT ROOM ADDITION  
27333 S.E. ORIENT DRIVE, GRESHAM, OR 97080

Sheet No.

A-1

## Revisions:

No.	Date	Description
1	4/30/01	CAA

Date: 4/30/01  
Drawn by: CAA  
Job No. 9673

GUY A. ALTMAN  
ARCHITECT AIA

0617 SW 10th Street, Suite One  
Portland, OR 97201  
PHONE: (503) 746-5161 FAX: (503) 746-5150  
© COPYRIGHT 1991 GUY A. ALTMAN ARCHITECT AIA

EXHIBIT, A Page, 1 of 1

## LIST OF EXHIBITS HV 10-97

### **HV 10-97 Application Timeline:**

Application received with full fees: 6/6/97

Notice of incomplete application: 6/19/97

Complete application: 6/30/97    **Begin "120 day timeline"**

Staff Report available: 8/13/97

Public Hearing before Hearings Officer: 8/20/97    **Day 51**

### Exhibits

#### **"A" Applicant Submittals:**

- A1    App. Form
- A2    Authorization letter
- A3    Pre-application material submitted  
      March 10, 1997, later updated
- A3    HV Narrative/ Site Plan, Map  
      Dated 30 April 1997, modified  
      6/30/97
- A4    Service Provider Forms
- A5    Affidavit of Posting

#### **"B" Notification Information**

- B1    Notice, notes and attendance list from  
      4/10/97 Pre-application meeting
- B2    Staff letter dated June 2, 1997  
      returning information for lack of fees  
      for application.
- B3    Incomplete letter dated 6/19/97
- B4    7/30/97 Notice of Public Hearing

#### **"C" Staff Report, Documentation**

- C1    HV 10-97 Staff Report, 8/13/97

#### **"D" Documents Submitted at 8/20/97**

##### **Public Hearing:**

- D1    \_\_\_\_\_
- D2    \_\_\_\_\_
- D3    \_\_\_\_\_

Meeting Date: SEP 25 1997  
Agenda No: C-3  
Est. Start Time: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Report to the Board the Hearings Officer's decision on NSA 19-97

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

**REGULAR MEETING**      Date Requested:      September 25, 1997  
                                 Amt. of Time Needed:      5 Min.

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

**PERSON(S) MAKING PRESENTATION:** Bob Hall

### ACTION REQUESTED

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

### SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision on NSA 19-97.

### SIGNATURES REQUIRED

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Larry F. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 SEP 17 AM 11:38  
MULTNOMAH COUNTY  
OREGON



BOARD HEARING of September 25, 1997

TIME 9:30am

CASE NAME National Scenic Area Permit Request

NUMBER

NSA 19-97

1. Applicant Name/Address

Ed and Phyllis Thiemann  
38717 E. Historic Columbia River Highway  
Corbett, OR 97019

2. Action Requested by Applicant

Approval to utilize two bedrooms in an existing dwelling within the Columbia River Gorge National Scenic Area for a bed and breakfast as a Home Occupation.

3. Planning Staff Recommendation

Approval with conditions

4. Hearings Officer Decision:

Approval with conditions

5. If recommendation and decision are different, why?

N/A

6. The following issues were raised at the hearing (*who raised them?*)

None

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

N/A

**ACTION REQUESTED OF BOARD**

- ☒ Affirm Plan.Com./Hearing Officer
- ☐ Hearing/Rehearing
  - ☐ Scope of Review
    - ☐ On the record
    - ☐ De Novo
    - ☐ New Information allowed

---

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

---

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

**September 4, 1997**

**NSA 19-97**                      National Scenic Area approval to utilize two bedrooms in an existing dwelling for bed and breakfast use as a Home Occupation.

**Location:**                      38717 Historic Columbia River Highway

**Legal Description:**        Tax Lots 32, Section 25, Township 1 North, Range 4 East

**Zoning:**                        General Management Area, Residential (GGR-5)

**Property Owner/  
Applicant:**                      Ed and Phyllis Thiemann  
   38717 Historic Columbia River Highway  
   Corbett, OR 97019

**Hearings Officer Decision:**

Approve, subject to conditions, the Columbia River Gorge National Scenic Area application to utilize two bedrooms in an existing dwelling for bed and breakfast use as a Home Occupation, based on the following Findings and Conclusions.

**Conditions of Approval:**

1.     Should any cultural resource, historic or prehistoric, be uncovered on the site, the applicant or parties of interest shall immediately notify the Planning Director and the Columbia River Gorge Commission.
2.     Guests shall not occupy the facility for more than 14 consecutive days.

3. The applicant shall obtain appropriate access permits from the Oregon Department of Transportation for the driveway connection to the Historic Columbia River Highway.

## **FACTS**

### **1. Applicant's Proposal**

Applicants request NSA site review approval to utilize two bedrooms in an existing dwelling for bed and breakfast use as a Home Occupation.

### **2. Site and Vicinity Information**

The subject property has a 5,000 sq. ft. structure known as "Brickhaven". It is located adjacent to the "Menucha" facility, in the Corbett area of the Columbia River Gorge. The existing structure was constructed and improvements were made thereto prior to the adoption of any National Scenic Area requirements.

### **3. Testimony and Evidence Presented**

- A. Bob Hall testified for the County, summarized the Staff Report and showed slides of the site and surrounding area. The facts stated by staff in the Staff Report are hereby incorporated by this reference herein.
- B. Pat Brothers spoke in support of the proposal.
- C. Claudia Curran, a neighboring property owner, spoke in regards the application. Ms. Curran questioned the use of the property as a bed and breakfast and inquired as to whether permits were required for improvements previously made to the property. The evidence in the record indicated that buildings were located on the property long before the National Scenic Area provisions went into effect and that NSA permits are not required for interior remodels where no expansion of the footprint of the building occurs.
- D. Slides of the subject site were shown are hereby received as evidence.

## **STANDARDS AND CRITERIA ANALYSIS AND FINDINGS OF FACT**

### **1. NSA Standards**

The Hearings Officer has reviewed the Staff Report and the Findings of Fact recommended by the Planning Staff, as contained in the Staff Report prepared by Bob Hall, for the public hearing held on August 20, 1997.

The Hearings Officer finds that staff has accurately addressed the relevant ordinance criteria and does hereby adopt and incorporate by reference those findings stated in the Staff Report herein. A copy of the Staff Report is attached hereto as Exhibit "A" and is incorporated by this reference herein.

The list of exhibits is attached hereto as Exhibit "B" and is incorporated by this reference herein.

### **CONCLUSION**

Based upon the Staff Report and the findings and substantial evidence cited or referenced therein, I conclude that the application for Columbia River Gorge National Scenic Area approval to utilize two bedrooms in an existing dwelling for bed and breakfast use as a Home Occupation satisfies all applicable approval criteria, provided that the conditions for approval included herewith are complied with. Accordingly, the applicant's request for National Scenic Area approval to utilize two bedrooms in an existing dwelling for bed and breakfast use as a Home Occupation is hereby approved subject to the condition of approval contained herein.

IT IS SO ORDERED, this 4th day of September, 1997.



---

**JOAN M. CHAMBERS, Hearings Officer**

MEETING DATE: SEP 25 1997  
AGENDA NO.: C-4  
ESTIMATED START TIME: 9:30 Am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Revenue Agreement with Portland Public Schools

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: n/a

DEPARTMENT: Health DIVISION: Neighborhood Health

CONTACT: Jan Wallinder\* TELEPHONE #: 248-3674

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Revenue Agreement 200218 with Portland Public Schools for the provision of Early Intervention and Early Childhood Special Education services for Multnomah County preschool children with disabilities.

9/30/97 ORIGINALS TO KAREN GARBER

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Bill Odegaard

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 11 AM 11:27

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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:** August 26, 1997  
**To:** Board of County Commissioners  
**From:** Billi Odgaard, Director, Health Department *Don Sundmark*  
**Subject:** Contract #200218 with Portland Public Schools for Early Intervention and Early Childhood Special Education (EI/ECSE) services (revenue agreement)

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200218 with Portland Public Schools for the period July 1, 1997, through June 30, 1998. The agreement is retroactive because Portland Public Schools was unable to proceed until the State Legislature finalized funding levels for this year.
- II. Background/Analysis: Portland Public Schools serves as the regional contractor for Early Intervention services under an agreement with the Oregon Department of Education. Under this agreement, the Health Department will continue to receive federal and state pass-through funds to provide Early Intervention and Early Childhood Special Education services to preschool children with disabilities. Services will be provided from birth to age of eligibility for entry into kindergarten. This agreement has been renewed annually since FY 92-93. Prior to that time, the funding came from the State Mental Health Division.
- III. Financial Impact: Portland Public Schools will reimburse the County for costs incurred up to a maximum of \$79,310.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other agencies in the provision of health care.
- VII. Citizen Participation: The EI/ECSE Local Advisory Council provides input and advice regarding services, service providers, intake, client satisfaction, etc.
- VIII. Other Government Participation: Other agencies providing services include Portland Public Schools, Multnomah Education Service District and OHSU's Child Development and Rehabilitation Center.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 200218

Previously Approved Contract Boilerplate: ☐ [ ] Attached ☒ [X] Not Attached

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> [ ] Professional Services under \$25,000</p> <p><input type="checkbox"/> [ ] Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> [ ] Expenditure</p> <p><input type="checkbox"/> [ ] Revenue</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> [ ] Professional Services over \$25,000 (RFP, Exemption)</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</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> [ ] Intergovernmental Agreement over \$25,000</p> <p><input type="checkbox"/> [ ] Expenditure</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;"><b>AGENDA # C-4 DATE 9/25/97</b></p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
---	--	--

Department: Health Division: Neighborhood Health Date: 8/26/97

Contract Originator: Jan Wallinder Phone: x26332 Bldg/Room: 160/9

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/8

Description of Contract:

Early Intervention and Early Childhood Special Education (EI/ECSE) services for Multnomah County preschool children with disabilities.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ [ ] MBE ☐ [ ] WBE ☐ [ ] QRF ☒ [X] N/A ☐ [ ] None

Original Contract No. 201033\* (FOR RENEWALS ONLY) \*Then 201064, 200595, 200776, 200457

<p>Contractor Name: <u>Portland Public Schools</u></p> <p>Mailing Address: <u>EI/ECSE Program</u></p> <p style="padding-left: 40px;"><u>531 SE 14th Avenue</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97214</u></p> <p>Phone: <u>280-5840</u> (Fax <u>280-6468</u>)</p> <p>Employer ID# or SS#: <u>n/a</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: \$ <u>79,310</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Susan Saling</p> <p>Remittance Address (if different) *Payment: <u>20% upon execution; 10% each month thereafter; final 5% based on actual expenditures</u></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"/> [X] Other \$ <u>See above*</u> <input type="checkbox"/> [ ] Other</p> <p><input type="checkbox"/> [ ] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> [ ] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> [ ] No <input type="checkbox"/> [ ]</p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 9/3/97

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 9/16/97

County Chair/Sheriff: [Signature] Date: September 25, 1997

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01	156	015	0472			2766		0318	Early Intervention		
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager



Service Area VI Administrative Office

## Early Intervention

### Early Childhood Special Education Program

531 SE 14th Ave. Portland, Oregon 97214

Phone 916-5840 or Fax 916-2727



Serving:  
Clackamas  
Hood River  
Multnomah  
& Wasco Counties

## AGREEMENT

Portland Public Schools (PPS) serving as the regional contractor under an agreement with the Oregon Department of Education dated July 1, 1997 retains the services of Multnomah County Health Department (MCHD) under the following terms and conditions:

### 1. Services.

MCHD shall provide Early Intervention and Early Childhood Special Education (EI/ECSE) services in Multnomah County as defined in ORS 343.035 and applicable Oregon Administrative Rules which by this reference are incorporated, to eligible preschool children with disabilities from birth to age of eligibility for entry into kindergarten. All subcontractors and agreements to subcontract for these services, must be first approved by the service area contractor.

MCHD shall provide these services in compliance with applicable federal and state regulations pertaining to EI/ECSE including the Individuals with Disabilities Act (IDEA), ORS 343.465 to 343.534, applicable Oregon Administrative Rules and related rules adopted by the State Board of Education, State Board of Nursing, and PPS policies and regulations.

All evaluations and eligibility determinations shall be conducted in compliance with applicable federal and state regulations and guidelines.

MCHD will:

- develop health care plans, participate in eligibility meetings and IFSP's, and make referrals in cooperation with Multnomah County EI/ECSE providers.
- provide health consultation to EI service coordinators regarding their children with health concerns;
- provide community health nursing consultation (CHN) to EI/ECSE service coordinators regarding children with community health needs; serve as a liaison with other CHNs who may already be serving a child;
- provide consultation and/or materials to other nurses providing EI/ECSE services as requested;
- provide health information to programs (e.g. inservice training, newsletter articles, brochures);
- provide direct community health nurse services to families;
- represent community health needs in program planning and development.

MCHD shall provide the services required herein beginning July 1, 1997, and continuing through June 30, 1998. This contract will not be amended after the expiration date.

2. **Contact Person.**

MCHD shall appoint a primary contact person to serve as the liaison with PPS. The contact person will be fully knowledgeable regarding all aspects of MCHD performance hereunder, have full access thereto, and be authorized to make day-to-day decisions regarding the agreement.

3. **Mobilization.**

MCHD shall employ sufficient staff with appropriate experience, expertise, certification, licensing or classification; office space; meeting space; office supplies; equipment; and transportation to efficiently fulfill the requirements of this agreement.

4. **Reporting.**

MCHD shall provide reports as requested by PPS, including those hereafter described, documenting that the services required hereunder are available and provided throughout the agreement year in strict compliance with state and federal law and that MCHD has complied with the requirements of this agreement.

MCHD shall submit the following documentation to PPS at the times specified:

(a) Documents required on or before October 31, 1997:

- A comprehensive line item budget for all expenditures hereunder.
- Mobilization Report
- Service Area Plan Information

(b) Documents required on or before November 15, 1997:

- First Quarter Expenditure Report (July 1- September 30)

(c) Documents required on or before January 1, 1998:

- December 1, 1997 IDEA census for both Part B and Part H, or Chapter 1, as required and other reports required by IDEA.

(d) Documents required on or before February 15, 1998:

- Second Quarter Expenditure Report (October 1 - December 31)

(e) Documents required on or before May 15, 1998:

- Third Quarter Expenditure Report (January 1 - March 30)

(f) Documents required on or before July 31, 1998:

- Fourth Quarter Expenditure Report (April 1 - June 30)
- Final Expenditure Report

PPS may additionally require MCHD to provide information and other reports as reasonably requested for the purpose of developing the annual agreement and biennial legislative budget.

5. **EI/ECSE Service Area Plan.**

MCHD shall provide information needed by PPS for development of an annual service area plan which PPS must submit by November 15, 1997 to the Oregon Department of Education. For the plan, MCHD will provide to PPS on or before October 31, 1997:

- (a) Written assurances that it is providing services to eligible EI/ECSE children in MCHD in compliance with applicable state and federal regulations including IDEA, ORS 343.365 to 343.534, and related Oregon Administrative Rules.
- (b) A written description of the organizational structure for service delivery in MCHD.
- (c) A written description of the services provided by MCHD.
- (d) A written description of any PPS approved subcontracts or interagency agreements.
- (e) Written description of the method to be used by MCHD for monitoring subcontractors to assure compliance with subcontract requirements, and appropriate expenditure of subcontract funds.
- (f) EI/ECSE Inservices held from July 1 to present and planned inservice dates for the current school year.

6. **Regional Coordination.**

MCHD shall participate in scheduled regional meetings with PPS, Agencies and MCHD subcontractors. The purpose of these meetings will be to exchange information, problem solve, and network.

MCHD shall participate in and support the activities of the Local Advisory Council.

7. **Equipment.**

"Equipment" means nonconsumable items purchased hereunder at a cost of \$500 or more. MCHD must obtain prior PPS approval for the purchase of equipment. MCHD shall maintain an inventory of capital equipment purchased with agreement funds. This equipment is considered the property of the State of Oregon.

8. **Subcontracts.**

MCHD may subcontract for student services required hereunder.

All subcontractors and subcontracts for services hereunder must be first approved by PPS prior to the execution of the subcontract.

Before a subcontractor can be identified, PPS with MCHD assistance will seek the advice and assistance of the EI/ECSE Local Advisory Council and consider the Council's recommendations. The procedures for seeking the Local Advisory Council's input are those prescribed by the Oregon Department of Education.

The form of agreement used by MCHD to obtain subcontract services hereunder shall incorporate the provisions of this agreement and require the subcontractor to do those things necessary to accomplish the tasks prescribed herein as well as comply faithfully with the requirements hereof. Subcontractor's services shall comply with all applicable requirements for EI/ECSE services including, but not limited to, student service delivery, reporting, fiscal accountability, budgeting, approval of expenditures for direct and indirect services and expenses, and program evaluation.

No contractual relationship shall exist between PPS and any MCHD subcontractor. For the purposes of administration of this agreement, MCHD subcontractors shall be deemed MCHD employees and MCHD shall have total responsibility to PPS for MCHD subcontractor's means to achieve work product and the work product.

9. **Payment for Services.**

The Oregon Department of Education by agreement with PPS has assured PPS that sufficient State funds are available to finance the cost of this agreement within its current budget. The Oregon Department of Education and PPS do not assure MCHD and its subcontractors that federal funding necessary for these services will continue to be available.

This funding includes the following:

<u>Type of Service</u>	<u>Amount</u>
Early Intervention/Early Childhood Special Education	\$79,310

Funds must be expended according to the budget provided for at part 4, "Reporting." MCHD may transfer within the Early Intervention budget or the Early Childhood Special Education budget; however, the total transfers may not vary any one of the line items more than 10 percent from its original amount without prior written approval by PPS.

If transfers do vary one of the line items more than 10 percent without prior written PPS approval, MCHD shall pay that dollar amount to PPS from MCHD moneys or PPS will withhold a similar amount from moneys due and owing MCHD for services rendered.

MCHD shall provide the services, reports and all other things required hereunder within the total agreement price specified above. The total agreement price is the maximum compensation and any costs incurred beyond that shall be borne by the MCHD. No costs incurred prior to the effective date or after the expiration date of this agreement, shall be assigned as costs under this agreement unless specifically approved by the Oregon Department of Education. This agreement will not be amended after June 30 of the agreement year. Any funds not expended by June 30, 1998, for the 1997-98 contract year must be refunded to PPS for return to the Department of Education.

For the 1997-98 contract year, payments will be made as follows:

- (a) PPS will pay to MCHD 20 percent of the total contract amount upon signing the contract, and 10% each month thereafter; the final 5% payment will be based on actual expenditures to date not to exceed total amount in contract.
- (b) By July 10, 1998 MCHD and PPS shall make a financial adjustment according to Agency's actual eligible expenditures hereunder for this agreement.
- (c) By August 1, 1998, final amount based on actual expenditure through June 30, 1998, not to exceed contract total.

Each of the foregoing payments and the final adjustment shall be subject to adjustment based on later determination by the State or Federal Government regarding eligibility of expenditures or contractual compliance.

10. **Eligible Costs.**

MCHD direct costs of performance of this agreement, which are properly documented, are eligible costs under the agreement. The typical direct costs are: (a) Compensation of employees for time devoted to and identified specifically to the performance of the agreement; (b) Costs of materials identified as acquired, consumed or expended specifically for the purpose of the agreement; (c) Equipment and other approved capital outlays authorized as specified in Part 7; (d) Similar eligible costs of subcontractors; (e) Travel expenses specifically incurred in the performance of the agreement. Mileage shall be paid at MCHD's standard employee mileage reimbursement rate.

MCHD indirect costs of performance of this agreement are eligible costs under the agreement. These costs may be claimed for reimbursement at the rate approved by PPS based upon the information reported on Form 3118 or 8 percent whichever is lesser. Indirect costs may only be charged to direct costs and may not include the purchase of consumable and nonconsumable items, subcontracts, fines and penalties, debt service or contingencies.

11. **Program Monitoring/Evaluation.**

MCHD will be evaluated by PPS using procedures prescribed by the Oregon Department of Education. The evaluation results are reported to the Oregon Department of Education.

MCHD will assist PPS in fulfilling PPS's obligation to the Oregon Department of Education to monitor and evaluate MCHD and the performance of MCHD subcontractors hereunder including, but not limited to, the progress and records of children served by MCHD to assure that the services provided and the records maintained documenting those services meet all federal and state requirements for the programs.

12. **Due Process / Mediation / Costs.**

In those cases where due process hearings are requested to resolve disputes regarding an eligible child, the Oregon Department of Education has accepted responsibility for the attorney fees and similar costs related to those procedures. When mediation is requested the ODE has accepted responsibility for the cost of the mediator. MCHD is required to pursue mediation in an attempt to resolve a dispute which may result in the filing of a complaint or a request for a due process hearing, or in situations in which the complaint or request for due process has been filed.. Failure of MCHD to pursue or enter into mediation prior to a due process hearing will result in MCHD bearing the costs related to the hearing. The indemnity obligation set forth in part 13, "General," does not apply to and is not impaired by this part.

13. **General.**

**Confidentiality**

Each employee assigned under this contract by MCHD shall be carefully instructed and supervised regarding:

1. The confidentiality of information learned about students and their families and all records regarding students and their families.
2. Maintaining a professional relationship with students and their families and avoiding any behavior which tends to undermine the professional character of that relationship.

**Audits.** MCHD shall facilitate the Oregon Department of Education's and PPS's on-site or other audits of financial, statistical and program relating to financial, student records, and programs relating to MCHD and its subcontractor's performance under this agreement.

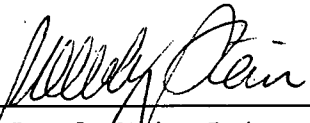
**Liability/Indemnification.** MCHD shall defend, save and hold harmless the State of Oregon, the Oregon Department of Education, and the Portland Public Schools, their officers and employees, from all claims, lawsuits or actions of whatsoever nature resulting from or arising out of the activities of MCHD its agents, employees and subcontractor under this agreement.

**Limitation on Use of Funds.** Funds received by MCHD and its subcontractors hereunder shall not supplant resources otherwise available in the County for services but shall be used to establish services in addition to those provided through the other resources.


**Termination.** This agreement may be terminated by either party, upon 7 days written notice and delivered by certified mail or in person. Prior to the actual termination of services provided for under this agreement, the parties shall plan a system for continuation of services to eligible children.

MULTNOMAH COUNTY  
HEALTH DEPARTMENT  
426 SW Stark  
Portland, OR 97204

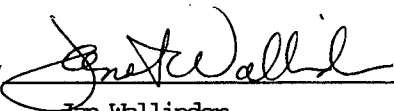
PORTLAND PUBLIC SCHOOLS

By   
Beverly Stein, Chair  
Title Board of County Commissioners  
Date September 25, 1997

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By   
Billi Odegaard  
Title Health Department Director  
Date 9/3/97

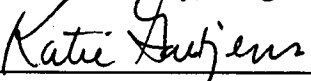
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By   
Jan Wallinder  
Title Program Manager  
Date 8/26/97

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By   
Katie Gaetjens, Assistant County Counsel  
Date 8 9/16/97

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 9/25/97  
DEB BOGSTAD  
BOARD CLERK

Multnomah County  
Contract #200218

MEETING DATE: SEP 25 1997  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: IGA between HOUSING AUTHORITY OF PTLD and the SHERIFF'S OFFICE

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

REGULAR MEETING: DATE REQUESTED: SEPT 25, 1997  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: SHERIFF'S OFFICE

DIVISION: FACILITIES

CONTACT: LARRY AAB

TELEPHONE #: 251-2489

BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_ CONSENT ITEM \_\_\_\_\_

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

INTERGOVERNMENTAL AGREEMENT BETWEEN HOUSING AUTHORITY OF PORTLAND AND THE SHERIFF'S OFFICE, #800308, PROVIDING A SUPERVISED INMATE WORK CREW TO PERFORM GENERAL LABOR.

9/30/97 originals to Larry AAB

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
97 SEP 16 AM 11:25  
MULTNOMAH CO UN  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800308**

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</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</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>9/25/97</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center"><b>BOARD CLERK</b></p>
--	---	--

Department: SHERIFF'S OFFICE

Division: FACILITIES

Date: September 3, 1997

Contract Originator: SGT. JEFF RISTVET

Phone: 248-5039

Bldg/Room: \_\_\_\_\_

Administrative Contact: LARRY AAB

Phone: 251-2489

Bldg/Room: 313/228

Description of Contract:

PROVIDE A SUPERVISED INMATE WORK CREW TO PERFORM GENERAL LABOR  
SUCH AS GROUND MAINTENANCE, LIGHT CARPENTRY, PAINTING, ETC.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_

Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ Contractor is ☐MBE ☐WBE ☐QRF

<p>Contractor Name: HOUSING AUTHORITY OF PORTLAND 8910 N WOOLSEY AVE PORTLAND OR 97203</p> <p>Phone: 335-6806 ATTN: JEFF BAER</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>JULY 1, 1997</u></p> <p>Termination Date: <u>JUNE 30, 1998</u></p> <p>Original Contract Amount: \$ <u>61,200.00</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule <span style="float: right;">Terms</span></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 type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

**REQUIRED SIGNATURES:**

Department Manager: *Deanne King*

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

Purchasing Manager: \_\_\_\_\_

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

(Class II Contracts Only)

County Counsel: *Reginald*

Date: 9/15/97

County Chair/Sheriff: *Don*

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

Contract Administration: \_\_\_\_\_

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

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT-REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	<u>169</u>	<u>025</u>	<u>3961</u>			<u>2030</u>					
02											
03											

If additional space is needed, attach separate page. Write contract number on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Housing Authority of Portland ("HAP").

### RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the Housing Authority of Portland is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, HAP desires to contract with MCSO for services provided by inmate work crews; and

WHEREAS, MCSO is able and prepared to provide the services required by HAP under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

### **INMATE WORK CREWS**

1. MCSO agrees to provide, at HAP's request, a supervised inmate work crew to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting, and debris removal, at sites owned, operated or managed by HAP. One crew will be provided on Tuesday and Wednesday. Two crews will be provided on Thursday and Friday. No crew will be provided, however; in the event of a vacancy of the deputy scheduled for that day.

2. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections deputies trained and experienced in managing inmate work crews.
3. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
4. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by HAP, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to HAP.
5. HAP agrees to provide all materials, including but not limited to, paint, edger blades nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

#### **HAZARDOUS MATERIALS EXCEPTION**

6. The parties agree that:
  - (a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
  - (b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and
  - (c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

#### **COMPENSATION**

7. HAP agrees to pay to MCSO for services rendered under this agreement at the rate of \$250.00 per crew, per day. The parties agree that the total compensation paid under this agreement shall not exceed \$61,200.

8. MCSO agrees to bill HAP on the last working day of each calendar month. HAP agrees to pay MCSO within 30 days of receipt of MCSO's monthly invoice.

#### **PERSONNEL MATTERS**

9. The parties agree that the corrections deputies provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the County. All assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
10. The parties agree that HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to assigned personnel performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
11. The County agrees to maintain workers' compensation insurance coverage for its assigned personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
12. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding assigned personnel under this agreement shall be governed by the provisions of existing collective bargaining agreements between the assigned personnel's bargaining unit and their public employer.
13. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the County.

#### **INDEMNIFICATION AND LIABILITY**

14. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.

15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, HAP shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of HAP personnel acting pursuant to the terms of this agreement.

#### **CONTRACT ADMINISTRATION**

16. MCSO designates Sergeant Jeff Ristvet, Work Crew Manager, to represent MCSO in all matters pertaining to administration of this agreement.
17. HAP designates Jeff Baer, Purchasing Agent, to represent HAP in all matters pertaining to administration of this agreement.
18. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230

Jeff Baer  
Housing Authority of Portland  
8910 N. Woolsey Ave.  
Portland, OR 97203

#### **CONTRACT MODIFICATION AND TERMINATION**

19. This Agreement shall be effective July 1, 1997 and shall run through June 30, 1998.
20. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.
21. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
22. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both HAP and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

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

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

HOUSING AUTHORITY OF PORTLAND

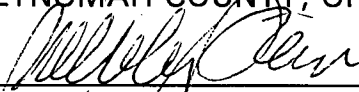
By:   
Dan Noelle, Sheriff

By: \_\_\_\_\_  
Denny L. West, Director

Date: 9/16/97

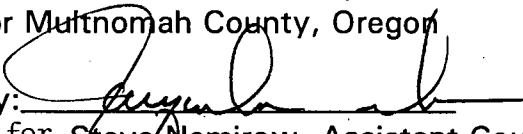
Date: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By:   
Beverly Stein, Chair

Date: September 25, 1997

Reviewed  
Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

By:   
for Steve Nemirow, Assistant Counsel

Date: 9/15/97

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 9/25/97  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: SEP 25 1997  
Agenda No.: UC-1  
Estimated Start Time: 9:30 am

(Above space for Board Clerk's Office Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Proclamation for Charitable Giving Campaign

BOARD BRIEFING

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

Requested by: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: September 25, 1997

Amount of Time Needed: NA

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Theresa Sullivan

TELEPHONE #: x83635

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Theresa Sullivan/Jim Stegmiller

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

In the matter of proclaiming September 29 through November 8, 1997 as the time for the Charitable Giving Campaign for Multnomah County employees.

*9/26/97 ORIGINAL to Theresa Sullivan*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

*Paul Boyer*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

97 SEP 23 AM 10:30  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

Any Questions: Call the Office of the Board Clerk, @248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Proclaiming September 29 through )  
November 8, 1997 as the Time for the ) PROCLAMATION  
Charitable Giving Campaign for ) 97-180  
Multnomah County Employees )

WHEREAS, on September 29, 1997 Multnomah County will begin its 1997 Charitable Giving Campaign, the theme of which is "from the heart"; and

WHEREAS, this public event marks the formal beginning in Multnomah County of the annual Charitable Giving Campaign; and

WHEREAS, the following funds and federations will participate in this year's Charitable Giving Campaign:

International Service Agencies  
Black United Fund of Oregon  
Equity Foundation

United Way of the Columbia-Willamette  
Oregon Health Appeal  
Environmental Federation of Oregon

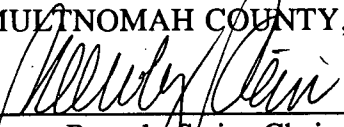
WHEREAS, these funds and federations improve the quality of life for everyone in our community and elsewhere, and the work they do addresses needs that impact each of us and cross social, economic and geographic boundaries; and

WHEREAS, each year Multnomah County employees demonstrate a strong concern for and awareness of the problems of those less fortunate by assisting in the campaign and donating to these charitable organizations, last year giving a total of \$124,500 to the combined campaign; now, therefore

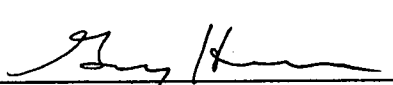
The Board of County Commissioners HEREBY PROCLAIMS September 29 through November 8, 1997 is the time for the Multnomah County Charitable Giving Campaign, "from the heart."

APPROVED this 25th day of September, 1997.

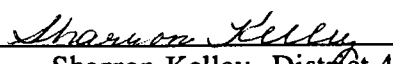
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

  
Dan Saltzman, District 1

  
Gary Hansen, District 2

  
Tanya Collier, District 3

  
Sharron Kelley, District 4



MEETING DATE: SEP 25 1997  
AGENDA NO: UC-2  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL REVENUE AGREEMENT WITH OREGON YOUTH AUTHORITY

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: Thursday September 25, 1997

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCJ

DIVISION:

CONTACT: Alandria Taylor

TELEPHONE #: 248-3968

BLDG/ROOM #: 311/DCJ

PERSON(S) MAKING PRESENTATION: Consent Calendar

### ACTION REQUESTED:

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

### SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement 700358, between Oregon Youth Authority and DCJ for continuation of funding internal and community based programs for gang-involved youth and the consolidation of Gang Transition Services.

9/26/97 ORIGINALS TO ALANDRIA TAYLOR

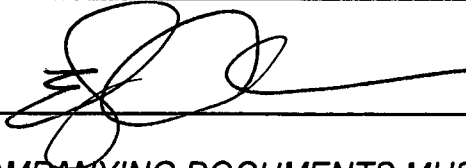
### SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:



BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 24 PM 4:27

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



**MULTNOMAH COUNTY  
DEPARTMENT OF JUVENILE AND  
ADULT COMMUNITY JUSTICE**

---

**TO:** *Board of County Commissioners*

**FROM:** *Elyse Clawson, Director*

**DATE:** *September 24, 1997*

**REQUESTED PLACEMENT DATE:** *September 25, 1997*

**SUBJECT:** *Approval of a retroactive Intergovernmental Agreement  
between DJACJ and the Oregon Youth Authority*

---

**I. Recommendation/Action Requested**

Request approval of this Intergovernmental Agreement to provide funding for the continuation of Gang Transition Services.

**II. Background/Analysis**

This Agreement reflects the continuation of pass-through dollars from the Oregon Youth Authority to Multnomah County and community based providers for FY 1997/ 98. The County agrees to provide services directed to decrease youth gang-related incidents and gang membership in the Portland area.

The Gang Resource Intervention Team (GRIT) provides programs to improve on-street monitoring, close supervision of gang youth on probation and provides a 12-week course to assist the gang youth to develop better community skills, a sense of responsibility, anger management and value clarification.

The Assessment, Intervention and Transition Program (AITP) operates a 30-day secure treatment program in the Juvenile Justice Complex.

**III. Financial Impact**

This IGA provides \$1,393,717 in revenue for FY 97/98 (already included in budget).

**IV. Legal Issues**

None.

**V. Controversial Issues**

None.

**VI. Link to County Policies**

This agreement allows Multnomah County to continue to serve gang-involved youth locally through community and internal based programs.

**VII. Citizen Participation**

None.

**VIII. Other Government Participation**

This agreement is with the Oregon Youth Authority.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Prior-Approved Contract Boilerplate: \_\_\_\_\_ Attached: \_\_\_\_\_ Not Attached

Contract # 700358

Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA #</b> UC-2 <b>DATE</b> 9/25/97 DEB BOGSTAD <b>BOARD CLERK</b>
--	--	---

Department: Community Justice Division: \_\_\_\_\_ Date: 9/24/97

Contract Originator: Bill Morris Phone: 248-3460 Bldg/Room: 311/DCJ

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DCJ

Description of Contract: **This agreement provides continuation and funding to internal and community based providers allowing services to be provided to gang-involved youth and the consolidation of Gang Transition Services.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon Youth Authority</u> Mailing Address: <u>500 Summer St., NE, 4th Fl.</u> <u>Salem, Oregon 97310-1017</u> Phone: <u>(503) 373-3542</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ <u>1,393,717.00</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>1,393,717.00</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	---

## REQUIRED SIGNATURES:

Department Manager: \_\_\_\_\_ Date: 9-24-97

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: \_\_\_\_\_ Date: 9/24/97

County Chair/Sheriff: \_\_\_\_\_ Date: September 25, 1997

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01											
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



STATE OF OREGON INTERGOVERNMENTAL AGREEMENT  
(Gang Services)

State of Oregon  
Oregon Youth Authority  
Provider #: K18404

Contract Log #: 7-9072

This Contract is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY (OYA)**, hereafter called Department, and **Multnomah County Board of Commissioners**, hereafter called Contractor. Department's Contract Administrator for this Contract is **Brian Florip**.

**1. Effective Date and Duration.** This Contract shall become effective on the later of (i) July 1, 1997 or (ii) the date this Contract has been signed by every party hereto and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this Contract shall expire when Department accepts Contractor's completed performance or on June 30, 1998 whichever date occurs first. Expiration or termination of this Contract shall not extinguish or prejudice Department's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

**2. Statement of Work.** The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

**3. Consideration.**

- a. Department agrees to pay Contractor an amount not to exceed \$1,393,717.00 for accomplishing the Work required by this Contract including any allowable expenses.
- b. Payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Contract less exhibits and attachments, Exhibits B, C, A and D.

**5. Independent Contractor; Responsibility for Taxes and Withholding.**

- a. Contractor shall perform all required Work as an independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**6. Subcontracts and Assignment; Successors and Assigns.**

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 16, 18, 30, 31 and 32 of this Contract as if the subcontractor were the Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the Department of a subcontract shall not result in any obligations or liabilities to the Department in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractor.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**7. No Third Party Beneficiaries.** Department and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**8. Funds Available and Authorized; Payments.**

- a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department

receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Contract effective upon written notice to the Contractor without penalty or further liability.

b. Department is obligated to pay Contractor only for work that is performed in accordance with the terms and conditions of this Contract. Interim payments to Contractor under this Contract shall not constitute acceptance of the Work.

#### **9. Representations and Warranties.**

a. Contractor's Representations and Warranties. Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) of Section 9a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All work product of Contractor that results from services rendered by Contractor to youth served under this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities, obligations, representations or warranties of Contractor or its officers, employees, subcontractors, or agents under this Contract.

**12. Indemnification and Insurance:** Notwithstanding Section (11) in this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

Coverage limits shall be not less than \$500,000 combined single limit per occurrence.

Contractor shall secure and keep in effect during the term of this contract a fidelity bond covering the activities of all persons having custody of funds. The bond amount shall be not less than the monthly total of all payments from the Department to the Contractor.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days' prior written notice to the Department.

**13. Insurance.** Contractor shall maintain other insurance as indicated on Exhibit C, attached hereto and by this reference made a part hereof.

#### **14. Termination.**

a. Parties' Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties.

b. Department's Right To Terminate For Convenience. Department may, in its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.

c. **Department's Right to Terminate For Cause.** Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

- (i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
  - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;
  - (iii) Contractor no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate; or
  - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period of cure as Department may specify in such notice.
- d. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure such default within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. **Remedies.**

- (i) In the event of termination pursuant to Sections 14.a, 14.b, 14.c(i), 14.c(ii) or 14.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and the amount of any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor, Contractor shall pay any excess to Department upon demand.
  - (ii) In the event of termination pursuant to Section 14.c(iii) or 14.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 14 (e)(ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 14.c(iii) or 14.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 14.b.
- f. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things necessary or appropriate to complete the Work.

**15. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 14.(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**16. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**17. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as set forth on Exhibit B, attached hereto and incorporated by reference herein. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Age Discrimination Act of 1975; (v) the Protective Child Act of 1994 (Public Law 103-227); (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including those set forth in Section 33. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Contract, and shall comply with any other standards or criteria described in this Contract.

**18. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

**19. Force Majeure.** Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**20. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 14, 15, 16, 20, 27, 29, 31 and any section of this Contract in which survival is expressly referenced.

**21. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**22. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 22. Notwithstanding the foregoing sentence, any notice of termination of this Contract shall be given by certified mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740

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

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

**25. Department of Administrative Services Approval.** Unless expressly provided otherwise by applicable statutes or rules the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Contract or an amendment to this Contract.

**26. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**27. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**28. Year 2000 Compliance Notice.** In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.

**29. Integration; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.

**30. Confidentiality of Information.** The use or disclosure by the Contractor and its employees and agents of any information concerning a recipient of services purchased under this Contract, for any purpose not directly connected with the administration of the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

**31. Program Records, Controls, Reports and Monitoring Procedures.** The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the

program requirements of this Contract. The Contractor also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department. The Contractor shall cooperate fully with such reviews.

**32. Services to Culturally Diverse Youth and Families:** Providing equal access to and maximum benefit from services for youth who are members of culturally diverse groups is a priority for the Department. The Contractor shall make every effort to effectively serve culturally diverse youth. The Contractor shall provide to the Department upon request information in the Contractors possession regarding efforts to deliver services which benefit culturally diverse youth.

(Balance of page left intentionally blank)

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**CONTRACTOR DATA AND CERTIFICATION**

Name (tax filing) \_\_\_\_\_

Address: \_\_\_\_\_

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Federal Tax ID#: \_\_\_\_\_

Above Contractor information must be provided prior to Contract approval by the Department of Administrative Services, if such approval is required. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR:**

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

Klyse Clawson, Director

Title: Juvenile and Adult Community Justice

Date: 9-24-97

Mailing Address: \_\_\_\_\_

Facsimile: (503) 248-3409

**DEPARTMENT:** STATE OF OREGON, acting by and through its Oregon Youth Authority

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

Title: Manager of Budget and Contracts

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

Mailing Address: 530 Center St. NE, Suite 200

Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved by STATE OF OREGON, acting by and through its Department of Administrative Services

By: N/A

Title: Personal Services Contracts Section

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

Approved by Assistant Attorney General  
(Required if total amount owing under the Contract, as amended, exceeds \$25,000)

By: N/A

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

Reviewed by OYA Contracts Officer:

By: Eva A. Aumister

Date: 07/24/97

**REVIEWED:**

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY: \_\_\_\_\_  
for Katie Gaetjens, Assistant County Counsel

Date: 9/24/97

BY: \_\_\_\_\_  
Beverly Stein, Chair  
Board of County Commissioners

Date: September 25, 1997

**APPROVED MULTNOMAH COUNTY**

**BOARD OF COMMISSIONERS**

AGENDA # UC-2 DATE 9/25/97

DEB BOGSTAD

BOARD CLERK

## EXHIBIT A PERSONAL SERVICES CONTRACT

Contract Number: 7-9072

Contractor: Multnomah County Board of Commissioners

### 1. STATEMENT OF WORK:

1.1 This project is closely aligned with and should be viewed as a component of the Community Alternative Program. The County agrees to not exceed the Discretionary Bed Space Limitation at the State Youth Correctional Facilities during the term of this Agreement. The Limitation as of July 1, 1997 is 104 beds. The Discretionary Bed Space Limitation shall be determined by applying the formula established by the Juvenile Corrections Council and adopted by the Department. This formula allows the limitation to change based upon the availability of discretionary beds in the overall statewide resource. The Department will notify the Contractor, in writing, of the Contractor's Discretionary Bed Space Limitation, and any changes in its Discretionary Bed Space Limitation.

1.2 The County agrees to provide the following services directed to decreasing youth gang-related incidents and gang membership in the Portland area:

a. Gang Resource Intervention Team (GRIT): The County's "GRIT" Team will provide the following service programs to improve on-street monitoring, close supervision of gang youth on probation and providing a 12-week course to assist the gang youth to develop better community skills and sense of responsibility, anger management and value clarification. These programs will be implemented through the following activities:

- 1) Address internal/external communication between Juvenile Court Units and law enforcement relative to youth gang members under the Court's jurisdiction.
- 2) Increase the Juvenile Court's ability to implement gang intervention strategies, programs and activities, particularly in conjunction with those law enforcement agencies charged with dealing with the gang population.
- 3) Develop coordinated services and treatment plans that are gang-specific and focus on decreasing involvement in illegal gang activities and behavior.
- 4) Develop and implement a gang-specific intervention curriculum that focuses on reducing gang involvement, recruitment efforts and providing positive alternatives to gang involvement.
- 5) Develop specific intervention curriculum for gang-involved youth held in detention facilities.

The "GRIT" Team will gather information on gang trends, activities and on-street monitoring; provide access to a computer software program that will allow street officers to determine probation status and probation conditions of youth gang members; and provide a street law skill curriculum that orients itself to active gang-involved youth.

b. Assessment, Intervention and Transition Program (AITP): The County will operate a 30-day secure treatment program operated out of Donald E. Long Juvenile Detention Home.

- 1) This program will be targeted for youth who are exhibiting out-of-control behaviors and cannot be contained in the community without sufficient constraint, controls and treatment.
- 2) The youth must be adjudicated and/or currently be on probation.
- 3) The purpose is to provide an intermediate treatment resource for youth who are a threat to the community and cannot be maintained and treated in non-secure residential treatment facilities. It is expected to serve 216 gang youth during a one (1) year period.
- 4) The County shall maintain qualified professional Mental Health staff and comply with the State Mental Health and Disabilities Services Division Rules OAR 309-15-000 through 309-16-105.
- 5) Youth served in this program shall receive Medicaid reimbursable Mental Health Rehabilitative services in accord with the youths' treatment plan to include but not limited to mental health assessment; individual, family and group therapy; individual and group skill training; and professional consultation.
- 6) Each youth shall have a written individual treatment plan developed and reviewed under direction of a physician from assessment data that specifies the type and duration of treatment needed to remedy the defined physical, social and mental disorder of the youth.
- 7) The County will provide each youth with maintenance (room, board, clothing, personal incidentals, etc.) and structured supervision and behavior control twenty-four (24) hours per day, seven (7) days per week by professional staff on shift schedules in a secure facility.
- 8) The Department will enter into an Inter-Governmental Agreement with the State Mental Health and Developmental Disabilities Services Division for the transfer of State General Funds to be used for matching the Federal Funds needed to provide the Mental Health services provided the youth in conjunction with the Multnomah County Social Services Division.

c. The County will work cooperatively with the various cultural and ethnic groups in the community including African-American, Hispanic and Asian to provide the following services to youth who have been designated as gang involved to prevent their commitment to the State Youth Correctional Facility, and/or integrate or transition these youth successfully back into the community.

- 1) individual, group and family counseling
- 2) social skill training
- 3) anger control and reduction of anti-social behavior
- 4) employment counseling, work training and job placement
- 5) drug and alcohol, and other substance abuse counseling and rehabilitation
- 6) public school and other educational and vocational training opportunities
- 7) residential care/treatment facilities
- 8) other services identified to meet the needs of gang involved youth.

These services may be youth specific or subcontracted for a program serving the target population. The referred youth may reside in the community on parole status or in a Youth Correctional Facility nearing release into the community. These services are targeted to the specific population in an effort to avoid further gang activities/involvement and assist in a productive community placement. The County, shall notify the Department, in writing, of any subcontractors and obtain the Department's prior written approval of any subcontractors in accordance with Section 6 of this Agreement.

The County shall insure that the subcontractors are in compliance with the standards and procedures in Exhibit D, which is attached any by this reference made a part of this Agreement. Services shall, at a minimum, consist of the activities currently being contracted for under the 1995-97 Agreement. It is expected that the County may refine and expand these services during the term of this Agreement, and shall notify the Department as these occur. It is also the Department's understanding that the County will issue Request for Proposals (RFP's) for these services during the term of this Agreement which will necessitate the County notifying, and obtaining Department's approval of new subcontractors per Section 6 of this Agreement.

d. The County will work with the Portland African-American community in the operation of a residential program offering a home environment to youthful gang members who are otherwise unable to remain at home and are not accepted into other community-based treatment programs. The program will serve boys; ages 15 to 18 years of age, providing them with the unique living milieu while offering individual counseling, employment, recreational and educational opportunities. The projected length of stay is six (6) months to one (1) year.

13 Reports: The County will collect information on each youth served. The County will submit quarterly reports on activities and specific client services provided to the Asian, Hispanic and other sub- culture groups served. This report shall be submitted to the Department's Contract Administrator along with the appropriate monthly billing. Individual youth information shall also be included in the "High Risk Client Report".

## 2. CONSIDERATION:

21 As consideration for the services provided by the Contractor under this Contract during the period beginning July 1, 1997 and ending June 30, 1998 the Department, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Contract, will pay to the Contractor by check(s) an amount not to exceed \$1,393,717.00 to be paid as follows:

a. An amount not to exceed \$396,702.00 paid at the rate of \$33,058.50 per month for the operation of the special staff and activities known as the "GRIT" Team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies per Section 1.2a of this Exhibit A.

b. An amount not to exceed \$270,157.00 paid at the rate of \$22,513.08 per month for the operation of the Assessment, Intervention and Transition Program (AITP), a 30-day secure residential treatment facility serving and ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Youth Correctional Facility per Section 1.2b of this Exhibit A. This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.

c. An amount not to exceed \$726,858.00 paid at the rate of \$60,571.50 per month for Residential Services, gang youth specific services, and other gang youth services per Sections 1.2c. and d. of this Exhibit A.

22 Contractor shall not submit invoices for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Department's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract, as it may be amended from time to time in accordance with its terms.

23 Contractor shall submit invoices for work performed for review and approval by Department. The invoices shall describe all work performed under this Contract with particularity. The invoices shall be prepared on Department's form of invoice which Contractor shall submit monthly to: Oregon Youth Authority, Brian Florip, Community Resource Manager, 530 Center St. NE, Suite 200, Salem, Oregon 97301-3740. Payment of any amount under this Contract shall not constitute approval of the Work.

24 The Contractor will not impose any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved by the Department.

**25** If payments to Contractor by the Department under this Contract, or under any other contract between the Contractor and the Department, are made in error or are found by the Department to be excessive under the terms of this Contract, the Department, after giving written notification to the Contractor, may withhold payments due to Contractor under this Contract in such amounts, and over such periods of time, as are deemed necessary by the Department to recover the amount of the overpayment. This subsection 2.5 shall survive expiration or earlier termination of this Contract and be fully enforceable thereafter.

### **3. PAYMENT:**

**3.1** The Contractor agrees that the rates charged for services to youth under this Contract shall not exceed costs for comparable services to youth not covered by this Contract.

**3.2** It is agreed that the amount paid under this Agreement may be changed by the Department as a result of Legislative action. The Department shall provide the Contractor with written notice of any such change.

**3.3** It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this Agreement for Administrative Costs in support of the provision of the services required by this Agreement. Administrative Costs are those support costs incurred in the provision of the services required by this Agreement by County government organizational units other than the Juvenile Department. Included in Administrative Costs are such things as payroll administration costs, accounting services and indirect overhead expenses.

**3.4** The funds paid by the Department to the Contractor under this Contract will be administered under Federal guidelines and regulations, and will be in compliance with Federal Cost and Audit requirements which are stipulated in OMB Circulars A-87 which applies only to State or Local Governments and A-122, which by this Contract applies to both non-profit and for profit organizations. The Contractor agrees to expend the contract funds strictly in accordance with these applicable Federal and State regulations. An audit by an independent certified public accountant is required annually, the expense of which shall be the sole responsibility of Contractor. In the event the audit shows that the Contractor has failed to comply with the financial requirements of this Contract in any material respect, Department may terminate this Contract, with such termination effected as set forth in Section 14.

**3.5** In addition to audit provisions elsewhere in this Contract, the Department reserves the right to audit and review periodically the actual expenses of the Contractor for the following purposes:

- 1) To document the relation between the established payments under this Contract and the amounts spent by the Contractor.
- 2) To document that the amounts spent by the Contractor are reasonable and necessary to assure quality service.
- 3) To assure that the Contractor's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. If Department determines from the Contractor's expense statements or the audits referred to above that the Contractor has made expenditures from the funds under this Contract for costs which are not allowable under this Contract, the Contractor agrees to promptly refund the moneys so expended to the Department upon request.

(Balance of page left intentionally blank)

**EXHIBIT B**  
**PERSONAL SERVICES CONTRACT**

**279.312** Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**279.314** Condition concerning payment of claims by public officers.

- (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
- (2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

**279.316** Condition concerning hours of labor.

(1)(a) Every public contract shall also contain a condition that no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five (5) consecutive days, Monday through Friday;

or

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

and

(C) For all work performed on Saturday and on any legal holiday specified in ORS 279.334

(1) An Employer must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.

*Upon the effective date of Senate Bill 143 (1997) the following condition shall apply as required by law:*

Contracts for services shall contain a provision that requires that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279.334 ( 1)(b) to (g) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater.

An Employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**279.320** Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

**OAR 150-305.385(6)-(B)** For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

**RECYCLING**

As required by ORS 279.555, in the performance of this Contract, Contractor shall use, to the maximum extent economically feasible, recycled products.

## EXHIBIT C INSURANCE

During the term of this Contract, the Contractor shall maintain in force at its own expense, each insurance noted below: (Department must mark #2 and #3 as to whether insurance is required or not).

1. ☒ Required by Department of Contractors with one or more workers, as defined by ORS 656.027.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employees to provide Oregon workers' compensation coverage for all their subject workers.

2. ☐ Required by the Department ☒ Not Required by the Department

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than:

☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☐ Required by the Department ☒ Not Required by the Department

**General Liability** insurance with a combined single limit, or the equivalent, of not less than:

☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon and Oregon Youth Authority and their officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract.

4. ☒ Required by the Department if in the course of performing duties under this contract Contractor must transport youth:

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than:

☒ Oregon Financial Responsibility Law (ORS 806.060); ☐ \$200,000; ☐ \$500,000; or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Department.

6. **Certificates of Insurance.** As evidence of the insurance coverage's required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Department prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retention's and/or self-insurance.

## **EXHIBIT D**

### **COUNSELING/INTERVENTION REQUIREMENTS**

**1. PURPOSE:** The purpose of this Program is to provide designated gang youth with counseling, crisis intervention services, and other support and related services to assist them in avoiding further gang activities and adopting a more productive life style.

**2. ASSESSMENT:** The programs shall conduct a comprehensive assessment and develop a treatment plan within 30 days of acceptance. The assessment shall be a written statement of conclusions about the following areas and their relevance to the current difficulties the youth presents:

- A. The conclusions shall include a description of the youth's strengths and deficits as well as the resources available in the community and within the youth's family;
- B. The youth's physical, social, psychological, education, and cultural needs;
- C. The youth's family's social, ethnic, economic, emotional and interpersonal relationships;
- D. The community attitude related to the youth's ability to function successfully, including concerns, relevant expectations for change in the youth and acceptance of the youth in the community involvement.

The treatment plan shall identify the specific areas needing change, modification, enhancement, or elimination. It shall be time limited and goal directed, with measurable indicators of change. The plan shall delineate the specific services to be provided.

**3. SERVICES TO BE PROVIDED:** A minimum of 8 hours per month of counseling and discussion shall be provided each youth, using a combination of the following activities:

- A. Individual Counseling: Each youth will be seen in a one-to-one situation for a minimum of 4 hours per month. These sessions will be planned, scheduled, and structured with specific treatment objectives to be accomplished. They are to be confidentially and progress note must be recorded for each session.
- B. Family Counseling: Where parents or other significant adults in the life of the youth are available and willing to participate, attempts shall be made to bring about a working relationship between the parent and the youth; to achieve resolution of the parent/child conflict, and to gain parental support for the youth's efforts at rehabilitation and/or emancipation.
- C. Group Discussions: Pre-arranged and planned sessions involving several youth including peers in the community shall be scheduled and conducted on a regular basis. Staff shall guide these discussions to a positive conclusion, focusing on positive outcomes and accomplishments, including motivation for positive change in behavior and attitudes.

**4. PLANNED ACTIVITIES:** Positive interaction between youth, peers, parents and other meaningful adults shall be encouraged through social recreational, and cultural events. The number of events and types of events per month shall be as determined appropriate by the Contractor and mutually agreed upon the Department.

**5. EMERGENCY/CRISIS SERVICES:** Persons shall be available to assist, council, or provide support to a youth and/or parents in times of emergencies or personal crisis. This may be a direct service, or it may be provided by making appropriate connection with other agencies or resources within the community.

**6. CASE REVIEWS:** A case review is to be held once a month on each youth. A written summary of the past months activities and involvement with the youth shall be presented. The written treatment plan shall be reviewed and up-dated at each review.

**7. WRITTEN REPORTS:** A written report shall be prepared every 3 months. A final report shall be written no later 30 days after the services are terminated, summarizing the activities and services provided, making an assessment of the youth's situation and describing any growth, progress of achievements the youth has made during involvement in the program. Recommendations shall be made regarding any further services or resources that are needed or would be helpful in future contacts with the youth.

MEETING DATE: SEP 25 1997  
AGENDA NO: UC-3  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL REVENUE AGREEMENT WITH OREGON YOUTH AUTHORITY

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: Thursday, September 25, 1997

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCJ

DIVISION: \_\_\_\_\_

CONTACT: Alandria Taylor

TELEPHONE #: 248-3968

BLDG/ROOM #: 311/DCJ

PERSON(S) MAKING PRESENTATION: Consent Calendar

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement 700428 with Oregon Youth Authority to add funding to the DCJ's Flex Fund Program to provide specialized individual services to adjudicated youth who are in danger of further behavior issues.

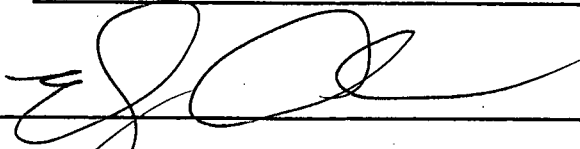
9/26/97 ORIGINALS to Alandria Taylor

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT  
MANAGER: \_\_\_\_\_



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
JUNIOR COMMISSIONERS  
SEP 24 PM 4:28  
ILLINOIS COUNTY  
OREGON



**MULTNOMAH COUNTY  
DEPARTMENT OF JUVENILE AND  
ADULT COMMUNITY JUSTICE**

---

**TO:** *Board of County Commissioners*

**FROM:** *Elyse Clawson, Director*

**DATE:** *September 24, 1997*

**REQUESTED PLACEMENT DATE:** *September 25, 1997*

**SUBJECT:** *Approval of a retroactive Intergovernmental Agreement  
between DJACJ and the Oregon Youth Authority*

---

**I. Recommendation/Action Requested**

Request approval of this retroactive Intergovernmental Agreement to provide additional funding for the Flex Fund program to provide specialized individual services to adjudicated youth who are in danger of further penetration into the Juvenile Justice system.

**II. Background/Analysis**

The Department received County General Fund dollars starting in FY 1995-96 to implement a Flexible Services program model for diversion, County Probation and State Parole Clients. The program works with clients to avert further behavioral issues and to increase educational participation, increase community protection, avoid criminal thinking errors and to decrease self destructive behavior.

The Oregon Youth Authority added funds to this program in FY 1996/97. This Agreement reflects the continuation of pass-through dollars from the Oregon Youth Authority to Multnomah County for the Flex Fund Program for FY 1997/98 and FY 1998/99.

**III. Financial Impact**

This IGA provides \$300,640 in revenue for 97/99 biennium (estimated use of \$150,320 per FY-bud mod to follow).

**IV. Legal Issues**

None.

**V. Controversial Issues**

None.

**VI. Link to County Policies**

This agreement allows the Department to continue to serve youth locally and focus on the reduction of juvenile crime and high school completion.

**VII. Citizen Participation**

None.

**VIII. Other Government Participation**

This agreement is with the Oregon Youth Authority.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 700428

Prior-Approved Contract Boilerplate: \_\_\_\_\_ Attached: \_\_\_\_\_ Not Attached

Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # UC-3 DATE 9/25/97</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>
--	--	---

Department: Community Justice

Division: \_\_\_\_\_

Date: 9/24/97

Contract Originator: Meganne Steele

Phone: 248-3968

Bldg/Room: 311/CJ

Administrative Contact: Alandria Taylor

Phone: 248-3968

Bldg/Room: 311/DCJ

Description of Contract: This Intergovernmental Revenue Agreement adds funding to the DCJ's Flex Fund Program that provides specialized individual services to adjudicated youth who are in danger of further behavioral issues. In addition, other services shall include but not be limited to increasing educational participation, increasing community protection, avoiding criminal thinking errors and decreasing self destructive behavior.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: Oregon Youth Authority Mailing Address: 500 Center Street NE Salem, Oregon 97301-3740 Phone: (503) 373-7921 Employer ID# or SS#: _____ Effective Date: July 1, 1997 Termination Date: June 30, 1999 Original Contract Amount: \$ 300,640.00 Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ 300,640.00	Remittance Address (if different) _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

## REQUIRED SIGNATURES:

Department Manager: \_\_\_\_\_

Date: 9-24-97

Purchasing Manager: \_\_\_\_\_

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

(Class II Contracts Only)

County Counsel: \_\_\_\_\_

Date: 9/24/97

County Chair/Sheriff: \_\_\_\_\_

Date: 9/25/97

Contract Administration: \_\_\_\_\_

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

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	022	2740			2319		SFLX	OYA CAP MGMT	150,320	
02	156	022	2740			2319		SFLX	OYA CAP MGMT	150,320	
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



## STATE OF OREGON INTERGOVERNMENTAL AGREEMENT Flex Services

State of Oregon  
Oregon Youth Authority

Contract Log #7-9084

Provider #

This Contract is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called Department, and **Multnomah County Board of Commissioners**, hereafter referred to as the County or Contractor. Department's Contract Administrator for this Contract is Mary Lackaff.

1. **Effective Date and Duration.** This Contract shall become effective **July 1, 1997**. Unless terminated or extended, this Contract shall expire when Department accepts County's completed performance or on **June 30, 1999** whichever date occurs first. Expiration or termination of this Contract shall not extinguish or prejudice Department's right to enforce this Contract with respect to any breach of a County warranty or any default or defect in County performance that has not been cured.
2. **Statement of Work.** The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Contract. County agrees to perform the Work in accordance with the terms and conditions of this Contract.
3. **Consideration.**
  - a. Department agrees to pay County an amount not to exceed **\$300,640.00** for accomplishing the Work required by this Contract including any allowable expenses.
  - b. Interim payments to County shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Contract less exhibits and attachments, Exhibits B, and A.
5. **Independent Contractor; Responsibility for Taxes and Withholding.**
  - a. Contractor shall perform all required Work as an Independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
  - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
  - c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
6. **Subcontracts and Assignment; Successors and Assigns.**
  - a. County shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, County shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 15, 17, 31 and 33 of this Contract as if the subcontractor were the County. Department's consent to any subcontract shall not relieve County of any of its duties or obligations under this Contract. Moreover, approval by the Department of a subcontract shall not result in any obligations or liabilities to the Department in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. County shall be solely responsible for any and all obligations owing to the subcontractor.
  - b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.
7. **No Third Party Beneficiaries.** Department and County are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
8. **Funds Available and Authorized; Payments.**
  - a. County shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of

amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Contract effective upon written notice to the County without penalty or further liability.

b. Department is obligated to pay County only for work that is performed in accordance with the terms and conditions of this Contract. Interim payments to County under this Contract shall not constitute acceptance of the Work.

#### **9. Representations and Warranties.**

a. **Contractor's Representations and Warranties.** Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. **Contractor's Limitation of Liability.** Contractor's liability with respect to items (5) and (6) of Section 9a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All work product of Contractor that results from services rendered by Contractor to youth served under this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**11. Indemnification and Insurance:** Notwithstanding Section (10) in this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

Coverage limits shall be not less than \$500,000 combined single limit per occurrence.

Contractor shall secure and keep in effect during the term of this contract a fidelity bond covering the activities of all persons having custody of funds. The bond amount shall be not less than the monthly total of all payments from the Department to the Contractor.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days' prior written notice to the Department.

**12. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities, obligations, representations or warranties of Contractor or its officers, employees, subcontractors, or agents under this Contract.

**13. Insurance.** Contractor shall maintain insurance as indicated on Exhibit C, attached hereto and by this reference made a part hereof.

#### **14. Termination.**

a. **Parties' Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.

b. **Right To Terminate For Convenience.** Department or the County, may terminate this Contract, in whole or in part, upon 30 days notice to Contractor or the Department.

c. **Department's Right to Terminate For Cause.** Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

(i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period of cure as Department may specify in such notice.

d. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure such default within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. **Remedies.**

(i) In the event of termination pursuant to Sections 14.a, 14.b, 14.c(i), 14.c(ii) or 14.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and the amount of any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor, Contractor shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 14.c(iii) or 14.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 14 (e) (ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 14.c(iii) or 14.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 14.b.

f. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things necessary or appropriate to complete the Work.

**15. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 14.(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**16. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**17. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as set forth on Exhibit B, attached hereto and incorporated by reference herein. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Age Discrimination Act of 1975; (v) the Protective Child Act of 1994 (Public Law 103-227); (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including those set forth in Section 33. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Contract, and shall comply with any other standards or criteria described in this Contract.

- 18. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Department all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
- 19. Force Majeure.** Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 20. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 14, 15, 16, 20, 27, and any section of this Contract in which survival is expressly referenced.
- 21. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
- 22. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 22. Notwithstanding the foregoing sentence, any notice of termination of this Contract shall be given by certified mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740.
- 23. Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 24. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
- 25. Department of Administrative Services Approval.** Unless expressly provided otherwise by applicable statutes or rules the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Contract or an amendment to this Contract.
- 26. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 27. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 28. Year 2000 Compliance Notice.** In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.
- 29. Integration; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.
- 30. Program Responsibility, Eligibility and Case Planning.** The Department, through its branch offices, is responsible for determining the nature and extent of and eligibility for service for all youth for whom the Department purchases services under this

Contract. The Department shall assign a staff person to be a liaison with the Contractor. The Contractor agrees to include the assigned Department staff person in making decisions regarding planning for youth, changes in location of each youth, visits by a youth to home or other community settings, and plans for termination of services to each youth. The Contractor agrees to notify the Department staff person as soon as reasonably possible of any significant events which may alter the services planned, including, but not limited to, a youth's running away or serious illness.

**31. Confidentiality of Information.** The use or disclosure by the Contractor and its employees and agents of any information concerning a recipient of services purchased under this Contract, for any purpose not directly connected with the administration of the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

**32. Program Records, Controls, Reports and Monitoring Procedures.** The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Contract. The Contractor also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department. The Contractor shall cooperate fully with such reviews.

**33. Services to Culturally Diverse Youth and Families:** Providing equal access to and maximum benefit from services for youth who are members of culturally diverse groups is a priority for the Department. The Contractor shall make every effort to effectively serve culturally diverse youth. The Contractor shall provide to the Department upon request information in the Contractor's possession regarding efforts to deliver services which benefit culturally diverse youth.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**CONTRACTOR DATA AND CERTIFICATION**

Name (tax filing) \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Above Contractor information must be provided prior to Contract approval by the Department of Administrative Services, if such approval is required. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date 9-24-97

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Approved by STATE OF OREGON, acting by and through its **Department of Administrative Services**

By \_\_\_\_\_

N/ATitle Personal Services Contracts Section

Date \_\_\_\_\_

**DEPARTMENT:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By \_\_\_\_\_

Title Manager of Budget and Contracts

Date \_\_\_\_\_

Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved by **Assistant Attorney General**

By \_\_\_\_\_

NA

Date \_\_\_\_\_

Reviewed by **OYA Contracts Officer:**

By \_\_\_\_\_

Date 9/23/97

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

BY: \_\_\_\_\_

Katie Gaetjens,  
Assistant County Counsel

Date: 9/24/97

BY: \_\_\_\_\_

Beverly Stein, Chair  
Board of County Commissioners

Date: September 25, 1997

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**

AGENDA # UC-3 DATE 9/25/97

for

## EXHIBIT A PERSONAL SERVICES CONTRACT

Contract Number 7-9084

Contractor Multnomah County Board of Commissioners

### 1. STATEMENT OF WORK.

1.1 Multnomah County agrees to provide flexible, individualized services to adjudicated youth who are in danger of further penetration into the Juvenile Justice system, with the expectation by the Department that a commitment or further behavioral issues may be averted by providing these specialized flexible, individualized services, as needed by the youth. Other objectives of the program shall include but not be limited to increasing educational participation, increasing community protection, avoiding criminal thinking errors and decreasing self destructive behavior.

1.2 Fifty percent (50%) of the expenditures under this contract must be provided to females.

1.3. Multnomah County will participate with a minimum of two other persons, to review a plan for each youth referred for services. This group will include Multnomah County Juvenile Department, an Oregon Youth Authority designee and a Juvenile court counselor. All expenditures under this contract must be prior approved by this committee.

1.4. All services provided for the youth must be included in the written plan developed in # 2, above, and funding for these services shall be administered and tracked by the County.

1.5 For each client served the County shall collect outcome data. This data shall be submitted to the Department on a mutually agreed upon time frame and format

1.6. The County shall submit to the Department a monthly status sheet which shall include, at a minimum, a listing of all current plans, the dollar amount of each plan, the amount expended to date on each plan and the plans estimated completion date. This report shall be sent to Mary Lackaff, Oregon Youth Authority Supervisor, 3618 SE 122 nd, Portland, OR 97236.

1.7 The County shall be responsible for providing written reports to the Department's parole officer or Diversion Specialist. These reports shall originate from the County's sub contractors who provide the individualized service to youth and shall include at a minimum services provided for the youth, a description of the problem areas surrounding the situation, efforts made to impact change, suggestions for follow-up interventions to be made by the Department's parole officer, any recommendations pertinent to the case as well as any concerns the Contractor may have regarding the youth. Telephone contact shall be made as necessary.

1.8 County's services provided under this Contract are provided to youth in the care and custody or under the supervision of the Department.

1.9 It is understood by the County that any referral of youth to the County under this Contract indicates that to the Department's knowledge the youth is not eligible for services under any other funding source. Should the youth become eligible for services under any other private or public funding source the vouchers authorizing services for that specific youth shall be terminated. Should the County determine the youth is eligible for funding through another source such as private insurance, the County agrees to notify the Department and a new voucher shall be issued to cover any deductible or co-pay not covered by the new funding source.

1.10 The Department understands and agrees that the County shall sub contract with a variety of service providers to provide the youth specific services required under this Contract. The County agrees to insure all sub contractors are insured, and when required by Oregon State law, have a completed criminal history check and fingerprinting.

### 2. CONSIDERATION.

2.1 As consideration for the services provided by the County under this Contract during the period beginning July 1, 1997 and ending June 30, 1999, the Department, subject to the provision of ORS 293.462(payment of overdue account charges) and the terms and conditions of this Contract, will pay to the County by check(s) an amount not to exceed \$300,640.00 on a cost reimbursement basis. Billings should not exceed a total of \$12,526.00 per month and shall be paid on a quarterly basis, on a co-funded individual client basis. All billings shall identify the cost of service, the client and contain copies of the monthly status reports.

2.2 County shall not submit Invoices for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above.

2.3 Prior to payment hereunder, County shall submit invoices for work performed for review and approval by Department. The invoices shall describe all work performed under this Contract with particularity and specify the youths served under this Contract and the services each youth received. The invoices shall be prepared on Department's form of invoice which County shall submit monthly to: Oregon Youth Authority, Linda Hepler, 530 Center Street, NE, Salem, OR 97301-3740 in accordance with Department's instructions. Payment of any amount under this Contract shall not constitute approval of the Work.

2.4 The County will not impose or demand any fees from any person or agency for services provided and paid for under this Contract, unless the fees have been approved in advance in writing by the Department.

2.5 If payments to County by the Department under this Contract, or under any other contract between the County and the Department, are made in error or are found by the Department to be excessive under the terms of this Contract, the Department, after giving written notification to the County, may withhold payments due to County under this Contract in such amounts, and over such periods of time, as are deemed necessary by the Department to recover the amount of the overpayment. This subsection 2.5 shall survive expiration or earlier termination of this Contract and be fully enforceable thereafter.

### 3. PAYMENT.

3.1 Allowable Costs are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with Office of Management and Budget (OMB) Circular A-87 for State and Local Governments, or A-122, which by this Contract applies to both non profit and profit organizations.

3.2 The County agrees that the rates charged to the Department for services to youth under this Contract shall not exceed costs for comparable services to youth not covered by this Contract.

3.3 If the County allocates any indirect costs to this Contract, the County will provide the Department with a written cost allocation plan covering the handling and distribution of indirect costs no later than 90 days from the start of this contract period. If all costs are direct costs to this Contract, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Department to pay any indirect costs allocated to this Contract by County.

3.4 It is agreed that any payment or reimbursement received by the County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Contract shall be promptly submitted by the County to the Department.

3.6 The Department reserves the right to audit and review periodically the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Contract and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. If Department determines from the County's expense statements or the audits referred to above that the County has made expenditures from the funds under this Contract for costs which are not allowable under this Contract, the County agrees to promptly refund the moneys so expended to the Department upon request.

3.7 If the Department determines from the County's expense statements or subsequent audits that funds remain at the end of the service period after allowed costs have been deducted from funds paid under this Contract, such funds shall be refunded to Department. The County agrees that if this Contract is terminated prior to the end of the service period, or if the Department and the County do not enter into a subsequent contract for the services herein contracted, the County will promptly refund these surplus funds.

**EXHIBIT B****INSURANCE**

During the term of this Contract, the Contractor shall maintain in force at its own expense, each insurance noted below: (Department must check #2 and #3 as to whether insurance is required or not).

1. ☒ **Required by Department of Contractors with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employees to provide Oregon workers' compensation coverage for all their subject workers.

2. ☐ **Required by the Department** ☒ **Not Required by the Department**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than:  
☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☒ **Required by the Department** ☐ **Not Required by the Department**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than:

☐ \$200,000; ☒ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon and Oregon Youth Authority and their officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract.

4. ☒ **Required by the Department if in the course of performing duties under this contract Contractor must transport youth:**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than:

☒ **Oregon Financial Responsibility Law (ORS 806.060);** ☐ \$200,000; ☐ \$500,000; or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Department.

6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Department prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

MEETING DATE: SEP 25 1997  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:30 Am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Approval of 1998 C.A.M.I. Plan

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: September 25, 1997

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Justice Services

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael D. Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

APPROVAL OF 1998 C.A.M.I. Plan

BOARD OF  
COUNTY COMMISSIONERS  
97 SEP 17 AM 11:36  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

*Office Memorandum*

**MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: September 15, 1997

**REQUESTED PLACEMENT DATE:**

RE: Approval of MDT plan for 1998 C.A.M.I. funding

**I. Recommendations/Action Requested:**

Request for approval of receipt of C.A.M.I. funds to support Multnomah County's multidisciplinary child abuse intervention team.

**II. Background/Analysis**

Oregon's 1993 Legislature passed HB 5061 which established the Child Abuse Multidisciplinary Intervention (C.A.M.I.) Account. The C.A.M.I. Account provides funds to counties for the development and on-going support of assessment and advocacy centers, as described in ORS 418.790 through 418.792, as well as for the development and maintenance of multidisciplinary investigative child abuse teams (ORS 418.646 through 418.747). The funds are provided through an increase in the unitary assessment fees assessed on persons convicted of a crime, violation, or infraction (excluding parking violations) by justice, municipal, district, circuit, and juvenile courts.

Each MDT must submit a yearly application and plan for C.A.M.I. funds.

**III. Financial Impact**

It is projected the Multnomah County MDT will receive \$727,066 for the year 1998. No matching funds are required.

**IV. Legal Issues**

The MDT consists of several police departments, organizations, and agencies.

**V. Controversial Issues**

None

**VI. Link to Current County Policies:**

Allows Multnomah County to continue implementation of its policy of early and timely child abuse intervention.

**VII. Other Government Participation**

This is a multi-agency organization including:

Portland Police Bureau  
Multnomah County Sheriff's Office  
Gresham Police Department  
Fairview Police Department  
Troutdale Police Department  
Oregon State Police  
State Office for Services to Children & Families  
Department of School Health Services  
Multnomah County Health Division  
Legacy Emanuel Hospital/CARES NORTHWEST  
Portland Public School Police  
Community Corrections  
Multnomah County District Attorney's Office

**MULTNOMAH COUNTY MDT  
CHILD ABUSE MULTIDISCIPLINARY  
INTERVENTION PLAN FOR 1998**



## **PROPOSED PROJECTS FOR THE 1998 CAMI PLAN**

**PROJECTED CAMI ALLOCATION: \$727,066**

### **SUSTAINING PROJECTS**

**CARES Northwest**

~~\$216,457~~ **\$56,457**

**Law Enforcement (CAT)**

**\$113,577**

**\$23,000 Overtime Fund**

**\$56,577 CARES Police Officer**

**\$6,000 Internet Project**

**\$28,000 X-Imaging/Computer Added Dispatch Project**

**MDT Coordinator/Victim Advocate**

**\$56,081**

**MDT Resources, Training, Supplies, Etc.**

**\$25,000**

### **CONTINUING PROJECTS**

**SOSCF/Health Dept./Community & Family Services**

**\$115,237 Nurse and Substance Abuse Specialist for CPS/St.Johns/N/NE**

### **NEW PROJECTS**

**SOSCF**

**\$66,450 SCF/Law Enforcement Liaison/East County**

**SOSCF/DA/CAT**

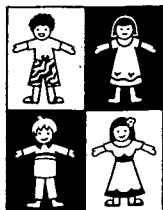
**\$45,000 CAMI clerk for support functions**  
**(approx.)**

**Morrison Center**

**\$45,000 Medical Assessments for foster children**

**SOSCF**

**\$65,000 Domestic Violence Liaison/Risk Assessment Consultant**



## CARES NORTHWEST

*Kaiser Permanente  
Legacy Emanuel Children's Hospital  
OHSU - Doernbecher Children's Hospital*

Aug. 18, 1997

Meridith Morrison  
MDT Victim Advocate  
2115 SE Morrison  
Portland, Oregon 97214

Dear Ms. Morrison,

This letter is to confirm the reduction in the CARES Northwest Program 1998 CAMI request. Our original request was for \$574,429 from the three counties. This request was reduced by \$100,000 due to the availability of the fund balance account of the CARES Northwest Program to cover a portion of next year's costs. It is our understanding that the reduction in our CAMI request applies only to 1998. If the financial situation of the program were to change in the coming year the 1999 request would likely reflect these changing needs.

As a result of the reduced request the following is a breakdown by county of the revised figures. The \$100,000 reduction was divided proportionately based upon the 60/20/20 percentages of the earlier request. Please note the \$17,000 request for uncompensated care coverage through Washington County has also been removed as Senate Bill 273 was signed by the Governor. This legislation will hopefully provide coverage for those children previously left with no payment resource.

<u>Breakdown By County</u>	<u>Total Requested</u>
<u>Multnomah</u>	\$256,457
<u>Washington</u>	85,486 30,000 Lease costs
<u>Clackamas</u>	85,486
<u>Revised Total</u>	<b>\$457,429</b>

CARES Northwest  
Emanuel Medical Building  
2800 N Vancouver Avenue, Suite 201  
Portland, Oregon 97227  
(503) 331 2400

*A collaborative, community-based Center for the assessment and treatment of child abuse.*

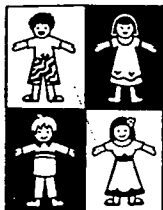
Once again, thank you to the three county MDTs for the support to the CARES Northwest Program . If there are questions related to these revised figures, please contact me at 331-2400.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emmy Sloan".

Emmy Sloan  
Administrative Manager  
CARES Northwest Program





## CARES NORTHWEST

*Kaiser Permanente  
Legacy Emanuel Children's Hospital  
OHSU - Doernbecher Children's Hospital*

1

August 5, 1997

Scott Upham  
Washington County District Attorney's Office  
150 N. First Street  
Hillsboro, Oregon 97124

Dear Mr. Upham,

As you are aware, the Multnomah County CAMI budgeting process has been moving forward for several weeks. I had submitted the same CAMI request letter to Multnomah County as was sent to Washington and Clackamas Counties. We have had two meetings of the Multnomah MDT Executive Committee to decide on the 1998 funding recommendations. Yesterday's meeting gave the final approval for the CARES Northwest Program Multnomah CAMI budget. I wish to inform the Clackamas and Washington MDTs of Multnomah's suggestion as it relates to both counties CARES Northwest Program CAMI request.

Helen Smith has been forwarding to you the minutes from the quarterly CARES Northwest Program Governing Board meetings. The current financial status of the program is always a agenda topic. As you have seen in the minutes the program, through careful financial management, has over the last several years built up a significant fund balance account (\$300,000 approximately). This fund is kept separate from the line item budget and is interest bearing. It has been the belief of our Governing Board and the Advisory Board liaison, who is a CPA, that it is of utmost importance that a program of our size facing the challenges of a managed health care environment keep a fund balance to cover emergent financial issues.

Some of the issues that could very quickly cause a negative impact on the budget include a reduction in the reimbursement from the Oregon Health Plan or the private insurers, a change in the status of the county general fund dollars, a need to add additional physician and interviewer staffing to keep up with the increased volumes or the need to replace an expensive piece of equipment such as the colposcope that is no longer functional. We have faced all these issues in the past and have had several sessions of mandatory staff reductions as a result of unforeseen

CARES Northwest  
Emanuel Medical Building  
2800 N Vancouver Avenue, Suite 201  
Portland, Oregon 97227  
(503) 331 2400

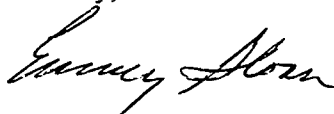
*A collaborative, community-based Center for the assessment and treatment of child abuse.*

developments. Obviously this can create an inconsistent level of service delivery that we wish to avoid. The fund balance account allows us to utilize these funds to insure ongoing continuity of service despite the inevitable financial setbacks in a program of this nature.

In evaluating the CAMI request, Multnomah County took the need for the fund balance account into consideration. The committee strongly supported maintaining the account to ensure financial stability for CARES Northwest Program. They decided however, that it would be reasonable to utilize some of the account for program expenses in lieu of CAMI funds, thus allowing more support for other program's as needed. This seems to be a reasonable approach to maintaining the long term status of CARES Northwest Program while utilizing a portion of the existing resources. Multnomah County MDT's suggestion is to reduce the CARES Northwest Program CAMI request by \$100,00 divided proportionately to the earlier request. Multnomah MDT strongly supported the need for the additional positions as outlined in the 1998 requests.

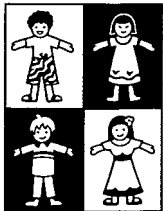
This action would mean a reduction in the Clackamas and Washington County requests of \$20,000 each. Clackamas County's total would be \$85,486, Washington County's \$132,486 and Multnomah's \$256,457. Please distribute this information to the other MDT members and if it is approved by the three MDTs we will adjust the program budget accordingly. Thank you for your assistance with the CAMI application process.

Sincerely,



Emmy Sloan  
Administrative Manager  
CARES Northwest Program

cc Helen Smith, Multnomah MDT  
CARES Northwest Program Governing Board



# CARES NORTHWEST

Kaiser Permanente  
Legacy Emanuel Children's Hospital  
OHSU - Doernbecher Children's Hospital

1

June 18, 1997

Meredith Morrison  
MDT Coordinator  
1021 SW 4th Ave. RM 600  
Portland, Oregon 97204

Dear Ms. Morrison,

## **1. Activity, Service, Program or Purchase**

Please find enclosed the CARES Northwest Program's request for continued CAMI funding for the year 1998. This proposal represents a joint request from the three Health Systems involved in our Program, OHSU-Doernbecher Children's Hospital, Kaiser Permanente and Legacy Emanuel Children's Hospital.

## **2. Program Description As It Relates To The Long/Short Term Goals**

The CARES Northwest Program is now entering its third year as a consortium of the above three Health Systems. Our original **short term goal #1** was "to combine the three existing child abuse assessment programs into one program by March of 1995". This was accomplished and we continue to be a fully operational combined program. 478 children have been seen at the program since January of 1997 (through May of 1997).

The **long term goal #2** is "to maintain a Tri-County Child Abuse Assessment Center". This goal is being accomplished. Since last year's application little has changed in the overall operation of the program. We continue to observe that the joint program is clearly in the best interest of the children and families we serve. The Program has maintained the high quality evaluations in 1997 that CARES Northwest Program has become known for. Each of the separate Health Systems daily contribute elements to the Program that have added to the overall expertise of the staff. This year's planned July 17 and 18 training "A Clinical Response to Child Sexual Abuse" is a good example, as examiners, interviewers and staff from all three hospital systems will be training the attendees. Program efforts to become more responsive to the community, utilizing input from the different systems have continued.

Dr. Jan Bays, CARES Northwest Program's first Medical Director resigned her position in January of 1997 to pursue other interests but also agreeing to continue seeing children at CARES

CARES Northwest  
Emanuel Medical Building  
2800 N Vancouver Avenue, Suite 201  
Portland, Oregon 97227  
(503) 331 2400

Northwest two days a week. We feel fortunate to retain her nationally recognized expertise and her years of experience with the program. She has truly created the CARES Northwest Program as we know it today. Dr. Leila Keltner will be acting interim director during the recruitment which is expected to culminate in a hiring in August of 1997. A national search is being conducted by the Governing Board. Input will also be sought from other MDT members.

During Dr. Keltner's time as interim director she has fulfilled the promise of higher visibility at the MDT's. She has attended all three counties monthly meetings and is willing to attend any session in the future that would benefit from her medical perspective. She has also attended a number of other community meetings and has testified at the legislature both to educate the members regarding child abuse and to more fully inform them of the well functioning MDT approach utilized in the Tri-County area and at CARES Northwest. Her appearance generated positive coverage of our agencies mutual interventions.

A "First Amendment to Agreement Regarding Child Abuse Response and Evaluation Service" dated January 1, 1997 was signed by the three hospital representatives to the Governing Board. (See Attachment #1). The representatives of the three Health Systems agreed to a continuation of the consortium at least until December 31, 1997 with the continued stipulation that the CAMI funding will be available. It is unlikely there will be any change in the status of this agreement as long as the program continues to function well and has no significant change in its financial status.

### **3.Desired Outcome For The Program**

CARES Northwest continues to provide state of the art child abuse examinations and videotaped interviewing. Our aim remains to serve all children in the Tri-County area needing this very specialized service. We provide this service to children and families without regard to ability to pay. The Program works diligently to maximize all available financial resources while minimizing the fiscal impact on families, if at all possible.

Last year the possibility of Providence Health Systems joining the consortium was mentioned. An outreach was initiated to gauge their interest in joining the effort. So far there has been no concrete response on Providence's part. The Governing Board will continue to keep the door of opportunity open to this possibility. There has been increasing contact between Kaiser Permanente pediatric staff and those of both Providence Health Systems and OHSU as a result of the pediatric patients of Kaiser being admitted to their hospitals. Child abuse protocols are in progress to address the procedures that will be followed for Kaiser patients at those facilities. Once again, this appears to be a positive move for more consistency of practice in our community and a more coordinated response overall to child abuse allegations within the four Hospital systems.

One of our primary goals has been to speed up our report turn around time. This has been achieved for the most part but continues to be a challenge (See attachment #2). The partial issue

relates to the number of part time staff at the program therefore creating difficulty on the timely sign off. Consideration of future staffing with individuals present at the program no less than one full day a week is being made through the Governing Board. We have also instituted a strict internal control process that should pinpoint individual situations that are delaying sign off.

A second goal of CARES Northwest Program is that all children to be seen at CARES Northwest will be scheduled within two weeks of referral 90% of the time. We have continued to meet this goal, with April 1996 through March of 1997 having met the target 100% of the time. We have had, however, increasing difficulty responding to the intake calls in the timely manner the program believes is of paramount importance. A standard was set to return intake calls within two business days of the initial referral. Within the last several months this has varied significantly from the two day standard up to five days before call back. This is not acceptable to families in crisis, SCF workers and law enforcement personnel needing very timely input on these serious allegations of abuse.

On May 14, 1997 a intake staff retreat was held to evaluate the problem and determine what possible internal streamlining and efficiency would assist in reducing the wait time. Many ideas were proposed and some have been implemented. It became clear however, that the real issue was the increased complexity of the cases requiring prior written documentation combined with the incredible organizational challenge of coordinating the involvement of three different systems, the SCF worker, the assigned law enforcement agency and the caretaker of the child, the parent or foster parent. A tremendous number of hours are also spent on calls that although are not appropriate at this time to be seen at the Program do need that critical information and referral support. With SCF narrowing the criteria for opening cases the CARES Northwest Program's intake staff often perform an important function with those families that have experienced third party abuse issues. Our Multnomah County Family Support Program also often picks up the family directly from intake and provides the sustaining linkage to the community resources. No caller should be left without sensing available support and assistance from their CARES Northwest contact.

The original CARES Northwest Program clinical model adopted by the Governing Board at the time of merger called for three hours per case of intake time. This had been determined by actually tracking the time involved both at Kaiser and at Cares prior to the merger. The original staffing called for 2 FTE at intake. This continues to be the assigned staffing level. However, it has become evident that this is no longer adequate if we wish to respond to the callers within a two day period. Please refer to attachment #3 for the complete breakdown of the referral numbers and how they relate to needed staffing. In 1996 there were 4160 hours available for intake based upon the 2 FTE. The actual hours needed to complete the 2057 intakes was 6171 hours or 2.9 FTE.

So far in 1997 through May of 1997 there have been 908 referrals requiring 2724 intake hours, again with only 1680 available. This would translate into 49 additional hours per week needed equaling 1.2 additional FTE. We are requesting one (1) added FTE of intake specialist (see

attachment #4) to ensure CARES Northwest is responding promptly and appropriately to the calls from the MDT team members as well as parents and our community partners.

Our only additional request for the 1997 CAMI budget from Multnomah and Clackamas Counties would be for the continuation of a .5FTE Research Assistant position (see attached job description #5) that has been funded from our line item budget from June 1997 through December of 1997. We have had no ability to gather on an organized basis, data both demographic and outcome related to the children and families we see at CARES Northwest. Consequently most requests for past information regarding children served and long term outcomes are met with estimates instead of hard data. For the past five months the Tri-County MDT coordinators have been gathering information on children seen at CARES Northwest, looking then at the outcomes within the judicial system for this population. It seems that this is a very important element in determining the effectiveness, on at least one plane, of our community's intervention system. We also desire to evaluate continued success in accessing mental health services by the children and families. The Multnomah County Family Support Program of CARES Northwest is currently working on a project to capture this follow up information. (See attachment #6)

The proposed .5 FTE (20 hours per week) will provide a beginning to the data collection effort and will work closely with the MDT's to structure our data collection to also meet the needs of the other agencies for supporting documentation. It is the hope of the CARES Northwest Program staff to expand the data/research position through the use of private or grant funding. This would allow the program to participate in more national research in the field of child abuse than we currently can afford to do.

The other position being requested from the Washington County CAMI funding is an additional mental health specialist to expand the capability to serve the Washington County /CARES Northwest Program families. Although we have always served the Washington County families through the Multnomah County Family Support Program, there is a growing need for services to the Hispanic community, both to provide direct mental health services and to work with the agencies serving the Hispanic community to improve the mandatory reporting process. One hundred and forty nine Washington County families have been referred to Multnomah County Family Support in the past year and the numbers appear to be growing. The CAMI request would require an intergovernmental agreement between Washington County MDT (District Attorney's office as the fiscal agent) and Multnomah County Department of Community and Family Services, the Family Support Team agency as the funding would not come directly to CARES Northwest but instead to Multnomah County for provision of the additional service. The job description of the Mental Health Specialist position at CARES Northwest is included as attachment #7. Preference would be given to a Spanish speaking applicant.

#### **4. Measurable Outcomes**

We will continue to utilize the number of children seen at the Program as one measurable outcome of CARES Northwest service delivery. The last three months have been busy ones at the program and it does not seem to be letting up. However, there continues to be natural fluctuations in our intake numbers and we have built in as much flexibility in the staffing as possible to reflect the changes. We have for an example, on a number of occasions moved a trained interviewer from their intake assignment to cover an interview when no other staff is available. We have also utilized interviewers and management staff to do intakes when the demands have been overwhelming. This would not be preferred practice on a daily basis but the flexibility to focus on children and families immediate needs should always be the primary priority.

Through the Quality Assurance program, both length of time of scheduling and report turn around will continued to be measured. As these are national benchmarks for similar programs, it is important to make this a focus of Quality Assurance. A customer satisfaction survey for LEA/SCF staff will be once again distributed at the July training at CARES Northwest Program. Results will be included in the 1997 annual report but immediate program adjustments will be made based upon the survey information.

Both the examiners and the interviewers continue to be involved in a quarterly quality assurance effort. There is both chart review and videotape review and all clinical staff are involved in a peer review, as well. There is a quarterly report generated by both the examiners and interviewers outlining the outcome of the QA project and areas needing focus for improvement. The 1996/97 report through March of 1997 is attached ( attachment #2).

### **5. Provider Of Service**

The provider of service is the CARES Northwest Program , a collaborative effort of Legacy Emanuel Children's Hospital, Kaiser Permanente and OHSU-Doernbecher Children's Hospital; 2800 N. Vancouver Ave., Suite 201, Portland, Oregon 97227.

### **6. Timeline for Implementation**

The Program is currently fully implemented and operational. The additional staff positions, if approved, will be hired in January of 1998.

### **7. Total Estimated Cost Of Program and Amount Of CAMI Funds Requested**

The total estimated cost of the CARES Northwest Program in 1998 will be \$1,405,305. Our projected revenue currently is \$1,429,907 leaving a projected balance of \$24,602. The increased costs needing CAMI support are in three primary areas. First, the additional 1 FTE at intake at \$14.45 per hour plus benefits equals \$37,909 yearly, as well as the .5 FTE Research Assistant at \$12.48 per hour plus benefits equaling \$16,371 per year. Thirdly, a 3% COLA increase for the Legacy Emanuel employees which is the current Legacy Health Systems increase. This will add an additional \$22,734 to the total. We have added no increase for supplies and hope to utilize

carryover from 1997 in this area. The program is also asking for additional space for physician offices and locked medical records storage, a JCAHO requirement but this will be requested from the CARES Northwest Program/Legacy Emanuel Foundation account. If the current Fund Development Specialist position that is supported by carry-over dollars is successful, a request will be made to the Governing board to fund this position in 1998 with carry-over dollars, if they are available, or again look to the CARES Northwest Program/Legacy Emanuel Foundation account as a possibility.

Our CAMI request reflects the continued support of general fund dollars from the three counties. So far the program has not suffered a reduction in County support as a result of Measure 47, although there is no guarantee in the future. Legacy Emanuel agrees to continue contributing \$100,000 per year to CARES Northwest and Kaiser Permanente agrees to continue to pay a flat fee of \$550 per child to be seen at the Program. OHSU will continue to contribute \$56,300 per year toward operations.

CARES Northwest submitted a request to Columbia County MDT CAMI funds to reimburse CARES Northwest for additional costs and program support in seeing the children from their County. Columbia County is in the process of developing an assessment program. In the meanwhile, we saw 17 children last year from that county and 6 so far in the first five months of 1997. We have proposed to the Columbia County MDT that the Columbia CAMI funds pay a flat fee per child of \$775 in addition to any insurance or Medicaid coverage. This seems reasonable to defray costs and yet allow Columbia County to continue working on developing their own local services. Columbia County has not yet been billed for the six children we have seen so far this year as they have just forwarded the contract to us to instigate the billing. (Attachment # 8)

The base amount of funding requested from each County's CAMI fund remains at the same percentage as last year. (60% Multnomah, 20% Clackamas and 20% Washington). There has been some variation of the number of children seen from each County in the first five months of 1997 (Multnomah 242 [55%], Clackamas 90 [21%], Washington 105 [24%]) but it does not appear significant or predictable enough to warrant a change in the percentages.

Included in Washington County's CAMI request will be the additional \$30,000 for the leasing of the space utilized by the Family Support Program. An additional Multnomah County Family Support position is being requested from Washington County CAMI but these funds would be transferred directly to Multnomah County from Washington County MDT. The estimate from Multnomah County for this position has been given as \$60,000 including benefits and travel costs. See attachment #6 for job description.

Clackamas County Sheriff's office intends to continue the detective position at CARES Northwest, serving Clackamas and Washington County. The current detective has launched a number of very innovative and effective strategies to provide both outreach and consultation to the smaller jurisdictions served by our program. The detective position from Clackamas County is a critical base to the proposed CAT Team in the same way the Multnomah CAT Team sees their

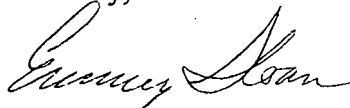
CARES Northwest Program officer as the cornerstone of effective use of the assessment center. Portland Police Bureau has filled the open position at CARES Northwest Program with a highly qualified officer that will be starting at the program the end of June 1997. Both of these positions are invaluable and it has become clear how necessary they are to effective team functioning when one or both have been uncovered for a length of time.

In summary, our 1998 CAMI request for each county is based upon the 1997 figure of \$494,096 for the three Counties, plus the additional staffing requests and the 3% COLA increase totaling \$527,429. A \$30,000 additional request is included in Washington County's portion to cover lease costs for the mental health programs as well as \$17,000 additional funding to cover Washington County children with little or no insurance coverage. The \$60,000 for the Family Support Position will not be included in the CARES Northwest Program amount requested, as the funds will not be paid to the program but to Multnomah County.

<u>Breakdown By County</u>	<u>Total Requested</u>
<u>Multnomah</u>	\$316,457
<u>Washington</u>	105,486
	30,000 (lease costs)
	<u>17,000(uncompensated care)</u>
(Washington County total)	152,486
<u>Clackamas</u>	<u>\$105,486</u>
	<b>\$574,429</b>

It is hoped that this proposal meets the needs of CARES Northwest's three County MDT-partners. It continues to be a pleasure to see the extremely cooperative relationship the three teams have maintained in relationship to CARES Northwest project support. It is our belief that the children and families we all mutually serve are benefiting greatly from this exemplary region wide effort. Please feel free to contact me at 331-2400 if further clarification is needed.

Sincerely,



Emmy Sloan  
CARES Northwest Program  
Administrative Manager

**CARES NORTHWEST**  
**BUDGET FOR THE YEAR ENDED DECEMBER 31, 1998**  
**1200 CASES PER YEAR**

Acct #	Budget 12/31/98	Explanation
<b>REVENUES</b>		
520500 O/P Room Rev-EHHC & OHSU	495,000	Estimated 900 cases @ \$550
520500 O/P Room Rev-KAISER	165,000	Estimated 300 cases @ \$550
567004 Funds from Gov-STATE	527,429	CAMI Fds-Clack. Cty-105,486; Mith Cty-316,457; Wash. Cty-105,486
567004 Funds from Gov-STATE	30,000	Washington County funding for Mental Health lease cost
567004 Funds from Gov-STATE	17,000	Washington County additional funding-directed to Cty patients
567015 Grants/Funds From-Gov-County	178,500	Cty funds-Washington,-18,500; Clackamas-40,000; Mult-120,000
568001 Funds From Industry-General	56,300	OHSU funds-14,075 per qtr
569008 Other Operating-Program Revenue	8,583	Current budgeted funds
569930 Instit Support-CARES Program	100,000	Emanuel direct contribution
569940 Instit Support-Foundation	10,000	Reserve for Uncompensated Care
<b>TOTAL INCOME</b>	<b>1,587,812</b>	
740025 Provision-Title 19 Adjustment	157,905	Comprises 31.9% write-off for EHHC and OHSU GTE revenues only
<b>INCOME AFTER PROVISION ADJUST</b>	<b>1,429,907</b>	
<b>EXPENSES</b>		
<u>Emanuel Hospital Salaries</u>		
Administrative	57,545	1.00
MD/PNP	212,801	2.45
Social Worker (interviewers)	118,708	3.62
Intake Specialist	97,535	3.00
Clerical	90,404	3.63
Medical Assistant	21,595	1.00
Interviewer Supervisor	51,375	1.00
MH Therapist	0	4.00 Donated by Multnomah County
Research	22,502	0.75
Fundraising	20,819	0.63
Transcriptionist	64,521	2.58
611000 Total EHHC Salaries	757,805	23.65 Total FTE's
618000 Flex Benefits(vac/hldy/sick/med)	189,878	26.13% of Labor
<u>Kaiser Salaries</u>		
Clinic Manger	61,422	1.00 From Kaiser-includes 36.5% benefit allowance
MD/PNP	114,616	1.20 From Kaiser-includes 36.5% benefit allowance
Interviewer	54,496	1.00 From Kaiser-includes 36.5% benefit allowance
620000 Total Kaiser Professional Fees	230,535	3.20 Total contracted FTE's
<b>SALARIES, BENEFITS, PRO FEES</b>	<b>1,178,217</b>	
620200 Consulting	933	
620400 Accounting, Audit	5,300	Required for Multnomah Cty contract
630900 Other Medical Supplies	492	
632100 Office & Administration Supplies	10,307	
632302 Minor Equipment-Capital	5,000	Replace dated computer and other equipment
632900 Other Non-med Supplies	1,704	
635000 Repairs & Maintenance	100	
635300 Contract Services	0	
635400 Contract Maintenance	1,523	
636900 Other Purchased Services	1,009	
638600 Telephone	14,400	
660000 Travel	17,888	
660100 Training & Education	3,180	
663200 Catering & Food	107	
666500 Audiovisual	13,645	
664000 Printing & Marketing	5,300	
667700 Subscriptions & Journals	1,006	
684900 Intercompany Expense	170	
661200 Lease Costs	131,103	Includes additional 30k for Mental Hlth space
669501 Indirect Costs	13,921	
<b>TOTAL OTHER EXPENSE</b>	<b>227,088</b>	
<b>TOTAL LABOR &amp; OTHER EXPENSE</b>	<b>1,405,305</b>	
<b>BALANCE</b>	<b>24,602</b>	

Budget assumption changes from 12/31/97:

Volume Increases, none; Sal = actual + 3%; Other expenses, no change.  
 CAMI addl. funding of 80,333

19-Jun-97

file:alrevcam97.xls



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF POLICE

**VERA KATZ, MAYOR**  
Charles A. Moose, Chief of Police  
1111 S.W. 2nd Avenue  
Portland, Oregon 97204

June 30, 1997

Ms. Meredith Morrison  
MDT Victim Advocate  
2115 S.E. Morrison St.  
Portland, Or. 97214

RE: C.A.M.I. Grant Application

Dear Ms. Morrison:

Enclosed are the requests for continued CAMI funding for the year 1998. These proposals include funding for the After Hours Overtime Project, Police Officer position at CARES N.W., the Investigation of Child Pornography on the Internet, and the X-image / Computer Added Dispatch project.

Sincerely,

Bret Smith  
Lieutenant  
Multnomah County Child Abuse Team  
Investigative Unit

c: Chief Deputy District Attorney Helen T. Smith  
Captain Gregory E. Clark



# **CHILD ABUSE INVESTIGATIVE UNIT**

## **AFTER HOURS OVERTIME PROJECT**

### **Plan for Year January 1998 -- December 1998**

#### **♦ ACTIVITY, SERVICE PROGRAM OR PURCHASE**

Continue capability for consistent law enforcement investigatory response to reports of child abuse. The established overtime fund provides that specially trained child abuse investigators are available on a timely basis to respond to child abuse cases. At the CAT supervisors discretion, critical investigatory follow-up may be assigned. Additionally, investigators provide training to operational personnel on child abuse investigations.

The CAMI call out program is ongoing and is being continuously monitored by the supervisors of the Child Abuse Team. The need and the effectiveness of the program is apparent, as the request for service continue to be heard from all police agencies within Multnomah County.

The unit continues to make every effort to educate law enforcement officers on proper reporting and investigatory procedures. Roll Call training to Multnomah County law enforcement agencies as well as training at the Oregon State Basic Police Academy continue to be performed.

Supervisors are on call 24 hours a day to analyze a request for service, making sure each request meets the CAMI overtime criteria. This allows the detective on call to respond in a timely manner after normal working hours.

From January 1997 through June 1997, the number of cases referred/investigated was 58, representing 205.5 investigative hours.

#### **♦ THIS RELATES TO LONG/SHORT TERM GOAL #**

Long term goal #3

Short term goal #2

Short term goal #4

#### **♦ DESIRED OUTCOME (BENEFITS)**

1. Detectives with special training in child abuse investigations are available to respond to allegations of child abuse during evenings and on weekends.
2. Detectives with special training in child abuse investigations provide training to operational personnel.

◆ **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?**

1. Number of incidents referred.
2. Number of investigations performed.
3. Hours of overtime required.
4. Number of training presentations given.

◆ **PROVIDER OF SERVICE OR ACTIVITY**

All law enforcement personnel assigned to the Multi-jurisdictional Child Abuse Investigative Team.

◆ **WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?**

The overtime fund program would go into effect January 1998.

◆ **TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF C.A.M.I. FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM:**

\$ 23,000.00

# **CHILD ABUSE TEAM INVESTIGATIVE UNIT**

## **Police Officer Position at CARES N.W.**

### **Plan for January 1998 -- December 1998**

#### **◆ ACTIVITY, SERVICE PROGRAM OR PURCHASE**

Continue the police officer position at CARES N.W. The Portland Police Bureau is firmly committed to the principles and goals of the Multnomah County Child Abuse Multidisciplinary Team and has agreed to assign a Portland Police Officer to CARES N.W. Due to current fiscal restraints and Bureau reorganization, the police bureau was unable to place a police officer in this position unless CAMI grant funding was available to bridge the gap until the Bureau could fully fund the CARES N.W. position full time. The Portland Police Bureau fully understands a maximum period of two (2) years is available for this grant funding.

On July 31, 1997, CAT submitted a CAMI Grant application requesting an additional investigator's position to the Child Abuse Team. This position was approved by the CAMI executive board. Originally, MCSO Sheriff, Dan Noelle, agreed to provide one (1) additional investigator from the Sheriff's Office to be assigned to CAT/CARES N.W. beginning January 1, 1997 to June 30, 1997, if funds were found to support the position. CAMI agreed to fund this position for a period of six (6) months. This "bridge" funding would allow Sheriff Noelle time to request this new position in his 1997 - 1998 fiscal budget. It was expected MCSO would then fund the position in the future.

The cost of this six (6) month grant funding for a MCSO Deputy was \$32,801.00 which included salary and benefits. However, with the passing of Measure 47 and the uncertain future impacts it represents, MCSO was unwilling to place an additional Deputy Sheriff at CAT/CARES N.W.

This CAMI Grant was still available to CAT despite the fact the position was not filled in January 1997. Since the Multnomah County Multidisciplinary Team Executive Committee strongly supports a police officer at CARES N.W. and recommended that the CAMI Grant be made available to support this position for a maximum of two (2) years, the original request was modified. This modified request for a police officer at CARES N.W. was made to the Portland Police Bureau.

The position provides for law enforcement personnel to be available at CARES N.W. to respond to child abuse cases. Assigned personnel will coordinate CARES N.W. intakes, to help determine the appropriateness of an evaluation. The following is a list of duties and responsibilities of the police representative assigned to the CARES N.W. program:

I. Consultant

Will provide input on appropriate interviewing elements as evaluations occur and by review of videotaped interviews. This will help avoid unnecessary re-interviews of children by L.E.A.

II. Coordinator

- A. Ensure appropriate cases are scheduled and processed effectively through CARES N.W.
- B. Provide liaison function and staffing with S.O.S.C.F. and L.E.A.'s on problematic cases.
- C. Gather pertinent L.E.A., S.O.S.C.F., mental health material prior to evaluation present to interviewer and physician at appointment time. Package material with subsequent Incident or Special Reports and forward with reports. All other needed evidence such as photos in physical assault cases will be included.
- D. Write Incident and Special Reports on cases seen at CARES N.W. As a result of the interview(s), identify suspects and locations if possible.
- E. Refer Incident or Special Reports back to designated investigative units.
- F. Arrange and participate in staffing with D.A.'s office on cases where judicial intervention is in question.

III. Community Liaison

- A. Participate in multi-disciplinary case staffing on a regularly scheduled basis.
- B. Participate in interagency coordinating meetings such as M.C.C.A.C., hospital S.C.A.N. team.
- C. Provide training and presentations on child abuse issues as needed.

◆ **THIS RELATES TO LONG/SHORT TERM GOAL#**

Long term goal #1  
Short term goal #2  
Short term goal #4

◆ **DESIRED OUTCOME (BENEFITS)**

The overall purpose and goal of the position remains the same, to minimize the trauma to a child while maximizing the completeness of the law enforcement investigation.

◆ **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?**

- 1. Number of incidents referred.
- 2. Number of investigations performed.
- 3. Number of training presentations given.

◆ **PROVIDER OF SERVICE OR ACTIVITY**

Law enforcement personnel assigned to the Multi-jurisdictional Child Abuse Investigative Team.

◆ **WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?**

The Police Officer position at CARES N.W. would go into effect January 1998.

◆ **TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF C.A.M.I. FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM:**

\$56,577.00

# **CHILD ABUSE TEAM INVESTIGATIVE UNIT INTERNET INVESTIGATIONS ON CHILD PORNOGRAPHY PLAN FOR JANUARY 1998 -- DECEMBER 1998**

## **♦ ACTIVITY, SERVICE PROGRAM OF PURCHASE**

Continue to make available Internet training to MDT/CAT members as well as purchase computer equipment, materials and supplies to provide MDT/CAT members with current as well as specialized computer technology for child abuse investigations and intervention.

The Internet is wide open for exploitation. The proliferation of pornography and pedophiles on the Internet has increased while there is an observance in the decline in written and visual child pornography materials. The reason for this decline is because criminals feel they are safe using computers for their illicit acts. The distribution and the receiving of child pornography takes place behind closed doors, most often in the safety and security of one's private residence.

This is one crime that is clearly illegal, both on and off the Internet. Computers allow individuals a way to acquire images of children in varying stages of dress and performing a variety of sexual acts. Often crimes and criminals are left to regulate themselves because by almost all accounts, there is a lack of law enforcement intervention. There is no law enforcement on the Internet waiting to apprehend offenders or investigate persons who look suspicious.

One of the goals for MDT/CAT is to prevent the abuse of potential victims. This Internet project will be dedicated to detecting and prosecuting offenders and ultimately used for the prevention of child abuse.

## **♦ THIS RELATES TO LONG/SHORT TERM GOAL#**

Short term goal #2

Short term goal #4

Short term goal #5

## **♦ DESIRED OUTCOME (BENEFITS)**

This project represents a dynamic opportunity that will enable front-line MDT/CAT members to work together on an ongoing basis to identify issues of concern to their community and develop workable solutions. The community will benefit enormously as this project will:

- 1) Improve interagency communication and cooperation.
- 2) Expedite police involvement and response to computer crimes and intervention of child abuse by identifying potential criminals and pro-actively investigate child

victim crimes.

- 3) Make use of existing resources and identify new resources.
- 4) The MDT/CAT team will benefit by receiving:
  - a) Training and technical advancement and assistance on specialized issues identified by MDT members that are unique to the investigation of computer/Internet crimes related to child abuse.
  - b) Networking with other MDT units and agencies around the State and Country.
  - c) Access to special resources and untapped information (by law enforcement) unique to computer/Internet industry.

◆ **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?**

- 1) Number of investigations performed.
- 2) The number of sexually exploited or abused children reached due to effective and timely intervention.
- 3) Level of participation from CAT members.

◆ **PROVIDER OF SERVICE OR ACTIVITY**

All law enforcement personnel assigned to the multi-jurisdictional child abuse investigative team. The computer is for exclusive use of the MDT/Child Abuse Team personnel in child abuse investigations and will be located at the investigative team's office.

◆ **WHAT IS YOUR TIME LINE FOR IMPLEMENTATION OF CAMI FUNDS NEEDED FOR THIS ACTIVITY**

This project/program would go into effect January 1998.

◆ **TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF CAMI FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM:**

Total cost for the project will be \$6,000.00. This cost will go to the purchase of computer equipment, materials, on-line services and the training of personnel.

# **CHILD ABUSE INVESTIGATIVE UNIT**

## **X - IMAGE / COMPUTER ADDED DISPATCH PROJECT**

### **PLAN FOR JANUARY 1998 - DECEMBER 1998**

#### **♦ ACTIVITY, SERVICE, PROGRAM OR PURCHASE**

The acquisition of an X-Image terminal / system. The X -Image system is visual database technology allowing for a video mug system for criminal investigation and suspect identification. Multnomah County Child Abuse Team Investigative Unit is charged with conducting follow up on child abuse cases. Investigators will often attempt to make "probable cause" arrests of suspects after their investigation. The X-Image system will allow investigators an opportunity to identify suspects easier by putting together color mug shots. Currently, investigators are constantly having to go to various divisions or to the police agency from which they are employed to obtain photos of involved subjects of investigations. This is the result of the current physical design of the MDT structure. There are four (4) law enforcement agencies representing the CAT Investigative Unit at the Morrison Building. All the representatives that have come to this unit have also left behind valuable resources with their police agency. A great deal of effort is made by each investigator to commute to their individual agency to obtain needed items or services.

Not only is the information on the individual mug important for itself , but this information is used in photo-lineups created by the X-Image system. The Portland Police Bureau, Multnomah County Sheriff's Office, and the Oregon State Police agency are all a part of this Combined Oregon Justice Imaging Network (COJIN), which is a computerized storage and retrieval system. A subject's image is captured by a video camera, digitalized and compressed for transmission and storage into the image bank. Descriptive information is entered and added to the photo image. The record is now available for immediate access by the agency's other image stations for their-suspect searches, photo-lineups, printing or display.

Currently, the law enforcement agencies within Multnomah County gain access to the X-Image system with the use of an X-imaging terminal. This terminal has only one application; to retrieve booking mugs and creating photo lineups. However, the Portland Police Bureau is in the process of making this information available to users on a personal computer. The Portland Police Bureau will continue to have a main X-Imaging terminal to access the system, but would then be able to transmit the requested information to a computer. It is anticipated the cost savings to run the system in this manner would be approximately 60%. This X-Image system will become accessible to the computer because of a system called L.A.N. (Local Area Network).

The L.A.N. system will additionally increase CAT's efficiency by allowing personnel to communicate directly to the Portland Police Bureau Detective and Records Division. The Portland Police Bureau has taken the lead position in the Child Abuse Team. As a result, all police reports on child abuse within Multnomah County are given a PPB case number for tracking purposes and filed within the Records Division. Portland Police Clerical Assistants (PCA) are responsible for the typing of all police reports dictated by investigators. But, because of the geographical distance between CAT and the Detective Division, investigators are required to hand deliver their dictation downtown before they can be typed. Additional time (travel) is needed to review and edit reports for content and accuracy. The L.A.N. system would allow CAT to directly communicate with PCA's at the Detective Division and eliminate the travel time now required to process police reports. Additionally, it will allow the current PCA position at CAT to assist in the typing of police reports.

In June of 1997, the Portland Police Bureau began to invest financial resources to bring this system to CAT. The X-Image / L.A.N. system at CAT will increase the efficiency of each investigator because of the immediate available access to the system. As long as the investigative unit continues to consist of individuals representing multiple police agencies and the representatives are geographically separated from their police agency, this system is greatly needed.

Additionally, the Multnomah County District Attorney's Office is currently connected to the Multnomah County Data Network. This system would allow members of CAT to access the Computer Aided Dispatch (CAD) system, operated by the Bureau Of Emergency Communications (BOEC). The advantages of having access to CAD include:

1. CAD will allow CAT to view the unit histories of all public safety units in Multnomah County for up to the last 30 days on line. Future plans call for extending this to 90 days.
2. CAD will allow CAT to look at incidents of all other public safety agencies in Multnomah County on line up to the previous seven (7) months on line.
3. CAD will allow CAT to communicate directly with other CAD terminals and any other MDT equipped unit in Multnomah County.
4. CAD will allow CAT to look at a current unit status for any Public Safety Agency in Multnomah County.
5. CAD will allow CAT to look at all current incident data for any Public Safety Agency in Multnomah County.
6. CAD will allow access to LEDS and also inquires into the PPDS and Gresham Records systems.

CAD can run on any 386 with Windows 3.1, Windows 96, or Windows NT or greater PC and requires software at a minimal cost. The printer can be any printer that can be accessed for Windows. Connections to CAD can be made directly to the Multnomah County Data Network system. Since this system already exists for the District Attorney's Office, the communication costs would be zero for CAT. Costs would include labor, additional wiring, and software (\$400.00) for each PC connected to CAD.

CAD would allow CAT the opportunity to gain immediate history information often not contained in police reports on victims, witnesses, and suspects of child abuse. This information can be valuable when supervisors are deciding how to assign a particular case to the appropriate investigating unit.

◆ **THIS RELATES TO LONG/SHORT TERM GOAL#**

Long term goal #1

Short term goal #2

Short term goal #4

Short term goal #5

◆ **DESIRED OUTCOME (BENEFITS)**

The purpose of this project is to increase unit productivity by allowing investigators to quickly access the computerized mug shot file allowing for more rapid identification and apprehension of suspects. Additionally, CAT personnel will for the first time be able to communicate directly with resources at the Detective and Records Division. This will increase the turn around time in which police reports are written and distributed. The CAD system will allow CAT personnel to access historical information. This information will assist supervisors when deciding how to assign child abuse cases to the appropriate investigating agency.

◆ **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?**

1. Number of cases referred.

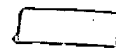
◆ **PROVIDER OF SERVICE OR ACTIVITY**

All law enforcement personnel assigned to the Multi-jurisdictional Child Abuse Investigative Team.

◆ **WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?**

The X-image program would go into effect January 1998.

◆ **TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF C.A.M.I. FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM:**  
\$18,000.00



## **MULTNOMAH COUNTY DISTRICT ATTORNEY'S CAMI PLAN JANUARY 1998---DECEMBER 1998**

### **■ ACTIVITY, SERVICE, PROGRAM OR PURCHASE**

Improve direct victim intervention services by funding a victim advocate/coordinator.

### **■ THIS RELATES TO LONG/SHORT TERM GOAL #**

Long-term goal # 1; Short-term goal # 2.

### **■ DESIRED OUTCOME**

Identification of obstacles that interfere with prompt intervention and victim services for children and coordination of MDT activities designed to eliminate such obstacles.

### **■ HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM, OR PURCHASE?**

1. Number of child victims receiving intervention services.
2. Number of projects identified that streamline, centralize, and support MDT intervention activities.
3. Resource generation.

### **■ PROVIDER OF SERVICE OR ACTIVITY**

Multnomah County District Attorney's Office Victim Advocate Program. This position will be responsible for coordinating and facilitating completion of identified projects and will participate in on-going MDT project activities. Staff from participating MDT agencies will also participate in the completion of the projects.

### **■ WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?**

Several projects have already been identified and steps have been initiated towards their completion and/or their on-going effectiveness in achieving MDT goals.

### **■ ESTIMATED COST OF PROGRAM/ACTIVITY/SERVICE**

\$56,081

## **MULTNOMAH COUNTY DISTRICT ATTORNEY'S CAMI PLAN JANUARY 1998---DECEMBER 1998**

### **■ ACTIVITY, SERVICE, PROGRAM, OR PURCHASE**

Purchase training, equipment, video tapes, speakers, library materials and supplies to provide MDT members with specialized training not otherwise available, current technology for case and project management, and to upgrade skill levels.

### **■ THIS RELATES TO LONG/SHORT TERM GOAL #**

Long-term goal # 1; Short-term goal # 5

### **■ DESIRED OUTCOME**

The ultimate outcome expected from this program is the upgrading of skills of MDT members involved in assessment and intervention services. Though there have been additional training opportunities for some MDT members, due to the large number of MDT agencies in Multnomah County, there are other MDT members who have not had the opportunity to participate individually and/or in teams in advanced training programs. This program would allow the MDT to have the added benefit of sending teams to training programs when other funds are not available. This would also allow equipment and technology for effective case management and tracking purposes. Lastly, it would allow the MDT to bring in speakers, purchase video tapes and other library and reference materials pertinent to assessment and intervention for circulation among MDT members.

### **■ HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?**

1. Level of participation in team and individual trainings.
2. Number of sessions where MDT members who participated in the supplemental training report training highlights to MDT member agencies.
3. Team members trained in and effectively utilizing computer technology.
4. Speakers, video tapes, resource and reference materials available to MDT members.

■ PROVIDER OF SERVICE OR ACTIVITY

Requests for specialized training and/or other resources will be reviewed by the MDT. The Chair of the MDT will authorize expenditures for training, resource materials, equipment or other utilization of the resource fund. The Multnomah County District Attorney's Office will disburse the funds. Examples of anticipated expenses are attached.

■ WHAT IS TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?

The program fund will become available in January, 1998.

■ ESTIMATED COST OF PROGRAM

\$25,000 is the estimated cost for this program. The budget detailing the possible expenditures is attached.

**BUDGET DETAIL FOR MDT TRAINING, RESOURCE MATERIALS  
EQUIPMENT AND SUPPLIES  
JANUARY 1998--DECEMBER 1998.**

There are several annual training opportunities that the MDT is aware of but it is anticipated that there are additional training offerings that may be particularly suited for participation by a team from MDT. By sending a team to the training there is the added benefit of the participants reinforcing each other following their return as well as the experience of working together as a team under neutral conditions. It is this added benefit in team development that enhances communication among MDT member agencies and contributes to the elimination of barriers to more effective service delivery. This is at the heart of the premier long term goal of the MDT--streamline and centralize the child abuse reporting and intervention process.

Examples of possible training activities include:

1. Annual ASPAC Child Maltreatment Conference: Attendance by four MDT members @ approximately \$1,800 per person for a total of \$7,200.
2. Annual CARES NORTHWEST training for 20 MDT members @ approximately \$135 per person for a total of \$2700.
3. SCAR Child Abuse training in Eugene for four MDT members @ approximately \$360 per person for a total of \$1440.
4. Additional training opportunities specific to MDT purposes for an estimate of \$3500.

Estimated training expenses: \$14,800

Examples of other possible expenditures:

1. Updating technological capabilities, skills and hardware: \$4200
2. Misc. resources to support MDT functions: \$5500
3. Library resources--books, journals, videos: \$500.

Estimated total other expenditures: \$10,200

## **MULTIDISCIPLINARY TEAM CLERK**

**A JOINT PROPOSAL BY CAT  
(SOSCF, LAW ENFORCEMENT, DISTRICT ATTORNEY)**

### ● **ACTIVITY, SERVICE, PROGRAM, OR PROJECT**

The MDT Child Abuse Team has developed protocols to increase the Team's timely response to child protection issues. The implementation of these protocols necessarily has increased the demand for clerical services to support the Team's efforts. Because of increased workload demands on the Team's staff, these additional duties prescribed by the protocols have been accomplished in a haphazard fashion, if at all, and other necessary duties are delayed. The MDT Clerk's duties would include:

#### **Red Flag Staffings:**

1) Facilitating setting the agenda, 2) assuring all necessary parties are notified and invited to staffings, 3) distributing the agenda, 4) taking and distributing minutes, 5) imputing the RED FLAG designation into the SOSCF database, 6) tracking the case history on the District Attorney database and tickling the cases for follow-up.

#### **Child Fatality Review:**

1) Notification of local, quarterly meetings; 2) collection and distribution of materials needed for meetings; this includes running SCF histories, criminal histories, ordering police and SCF reports, and retrieving district attorney and SCF files; 3) completing data collection form for each fatality review; 4) collaboration with STAT to ensure all needed information is gathered and passed on to STAT.

#### **Facilitate Team Review of Cases Received by Child Abuse Hotline (CAH):**

All cases received by the CAH are reviewed by a combination of law enforcement, deputy district attorneys, and SCF pursuant to the developed protocols. The clerk would copy these reports and track them for statistical purposes.

#### **Other Teams Support Duties:**

Facilitate Monthly MDT Meeting Case Staffings  
Contact Parole/Probation Officer is NEF/307 Indicates  
Check DA Tracking System for Other Case Involvement  
Track Team Statistics including case processing, Red Flag Reviews, Child Fatalities, and SIBS  
Data Collection for CARES/NNCAC Grant

● **THIS RELATES TO LONG/SHORT TERM GOAL #:**

Long term goal # 1; Short term goal # 2.

● **DESIRED OUTCOMES/BENEFITS:**

The clerical support will provide linkages and follow up between the agencies which often work with overlapping client populations but have different data systems, language, and systems approach which hamper the sharing of information. The gap in the communications "loop" is often identified as the most troublesome in child protective issues, criminal investigations, and prosecution. Lack of adequate staff is many times cited as the reason information isn't available to all team players. We can no longer allow these communication barriers to stand in the way of providing more effective protection and service.

● **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC ACTIVITY?**

1. Number of Red Flag cases staffed;
2. Number of Child Fatality cases reviewed;
3. Number of NEF/307 reports followed-up on;
4. The number of barriers to effective and timely intervention eliminated or minimized by the project;

● **PROVIDER OF SERVICE OR ACTIVITY**

SOSCF or the Multnomah County District Attorney's Office

● **TIMELINE FOR IMPLEMENTATION OF PROJECT**

January, 1998

● **TOTAL CAMI FUNDS REQUESTED FOR THIS PROJECT**

Approximately \$45,00 (includes salary and benefits)



# Oregon

John A. Kitzhaber, M.D., Governor

June 26, 1997

**Department of Human Resources**  
State Office for Services to Children and Families  
St. Johns Branch  
7825 N Lombard  
Portland, OR 97203-3125  
(503) 731-4400  
TDD (503) 731-3455  
FAX (503) 731-3363



Meredith Morrison  
Multnomah Multi Disciplinary Team  
2115 SE Morrison, Rm. #225  
Portland, OR 97214

Dear Ms. Morrison:

Enclosed is an application for CAMI funds for 1998 which is being submitted jointly by the State Office for Services to Children and Families (SOSCF); Multnomah County Department of Community and Family Services; and, Multnomah County Health Department. This proposal originally was funded through CAMI for 1997. This re-application for 1998 would continue one community health nurse and one substance abuse specialist working with the protective services units in the St. Johns and the North Northeast Branches of SOSCF.

Please contact me if you need additional information. Thank you for your consideration of this proposal.

Sincerely,

John Richmond, LCSW  
St. Johns Branch SOSCF  
(503)-731-4646 x.207

JR:jg

enc: CAMI Grant application

## **C.A.M.I. Application for 1998**

### **1. Program Description and Relation to Multnomah County CAMI Goals**

This proposal would continue C.A.M.I. funding for a second year of a Community Health Nurse and a Substance Abuse Specialist in the protective services units at the North/Northeast and the St. Johns Branches of the State Office for Services to Children and Families (SOSCF). The two branches would share one nurse and one substance abuse specialist. This is a joint proposal between Multnomah County Health Department, Multnomah County Department of Community and Family Services; and State Office of Services to Children and Families.

Continued funding of this proposal will allow for a medical professional and substance abuse professional to be involved with the initial (and at times the immediate) response and investigation conducted by protective services workers and law enforcement officers to some of the highest risk child abuse allegations in Multnomah County. Priority cases for the nurse include serious physical abuse, especially to preschool children; families with previous child fatalities; drug affected infants; failure to thrive children; and, cases with serious communicable disease issues (such as HIV and hepatitis). Parental substance abuse is a major contributing factor in the majority of child abuse cases. Priority cases for the substance abuse specialist include any severe physical or sex abuse case where parental substance abuse is suspected; families with previous child fatalities and substance abuse issues; drug affected infants; severe domestic violence cases when substance abuse is suspected.

Activities performed by the nurse include field medical assessments of children, especially infants; field developmental assessments of children; attending drug affected baby staffings at hospitals; parent/child interaction assessments using NCAST and other tools; and, helping ensure immediate, appropriate medical assessment and treatment for children taken into protective custody. Activities performed by the substance abuse specialist include taking urine specimens from parents; doing substance abuse assessments on parents and family placement resources early in a case; attending drug affected baby staffings at hospitals; and, helping connect parents to appropriate substance abuse treatment programs. The nurse and the substance abuse specialist are available to respond immediately with protective service workers and law enforcement officers.

This proposal relates to long term goals 1 (streamline and centralize child abuse reporting and intervention process) and 4 (ensure the availability of temporary care for and assessment of all abuse children needing the service during the course of the assessment/investigation). This proposal also relates to short term goal 2 (improve direct victim intervention services for children by completing a series of special projects).

## **2. Desired Outcome for the Program**

This proposal has several anticipated outcomes:

- a. Improving the investigation/assessment of child abuse cases, especially targeting the highest risk cases, by adding the skills and expertise of a nurse and a substance abuse specialist to child protective services units.
- b. Enhancing interagency and multi disciplinary participation in child abuse cases.
- c. Providing an earlier, more comprehensive investigation/assessment of child abuse cases by adding a nurse and substance abuse specialist to the first response of a protective services worker and a police officer.

## **3. How Will You Measure the Outcome for this Program**

The program will be measured by tracking the following:

- a. The number of immediate responses in which nurse and the substance abuse specialist participate.
- b. The number and the type of cases in which the nurse and the substance abuse specialist are active.
- c. The number and type of assessments and referrals for treatment made by the nurse and the substance abuse specialist.

## **4. Provider of the Service**

The nurse is supervised by Multnomah County Health Department. The substance abuse specialist is supervised by Multnomah County Department of Community and Family Services.

Office space, phones, pagers, and office supplies are provided by SOSCF.

## **5. Time line for Implementation**

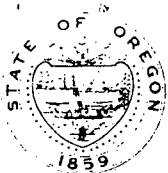
Because this would be the second year of C.A.M.I. funding for this proposal, the nurse and the substance abuse specialist would be in place, providing service on January 2, 1998.

**6. Cost Estimate For One Year**

Community Health Nurse:	Salary and Benefits:	53,995	
	Indirect:	6,814	
	M&S:	<u>3,510</u>	
	CHN 1 Year Total:		64,319

Substance Abuse Specialist:	Salary and Benefits:	44,868	
	M&S:	3,800	
	Private Car Mileage:	<u>2,250</u>	
	Sub. Abuse Spec. 1 Year Total:		50,918

PROGRAM TOTAL FOR ONE YEAR:	115,237
-----------------------------	---------



# Oregon

John A. Kitzhaber, M.D., Governor

**Department of Human Resources**  
State Office for Services to Children and Families  
East Multnomah Branch - 42  
3618 SE 122nd Avenue  
Portland, OR 97236-3403  
(503) 731-4293  
FAX (503) 257-4403  
TTY (503) 760-7674



June 30, 1997

Meredith Morrison  
MDT Victim Advocate  
2115 S. E. Morrison, Rm. 225  
Portland, OR 97214

Dear Ms. Morrison,

Enclosed is our application for C.A.M.I. funds for 1998. These funds will be used to support a new position acting as school, police, SCF liaison in East county. Attached is a letter of support signed by eight school representatives from East County. In addition, police in East County have verbally indicated support for this application including offering space for the liaison person in the Gresham police facilities. All three groups that will be directly affected by the establishment of this position anticipate improved intervention and response time on reports of suspected child abuse and neglect. If you would like additional information or have questions, please contact me at 731-4293, Ext. 206.

Sincerely,

Dianne Wyers  
East SCF Manager

Board of Directors  
 Marc Abrams  
 Judy Chambers  
 Arlene Collins  
 Jean Haliski  
 Donna Jordan  
 Sy Kornbrodt  
 Patricia Swanson  
 Advisors  
 Marcia Douglas  
 Janice Gratton



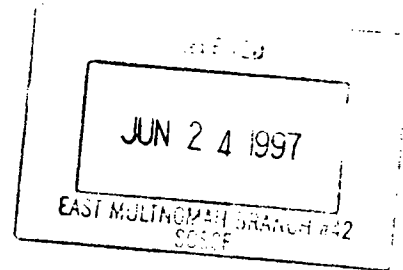
An Equal Opportunity Employer

Superintendent  
 Edward L. Schmitt

Deputy Superintendent  
 Jerry W. Shuveley

# Multnomah Education Service District

Helen Smith  
 Deputy District Attorney  
 Chairperson, MDT  
 1021 SW 4<sup>th</sup> Ave., Rm. 600  
 Portland, OR 97204



Dear Ms. Smith:

On behalf of non-Portland School Districts, we, the undersigned, support the attached application for CAMI funding for the School/Police/SCF Liaison position in East County. Our community's children would benefit from this service. The establishment of this position would help to facilitate appropriate referrals and intervention, as well as enhance response time for reports of suspected child abuse or neglect.

Sincerely,

*Don Russell* David Douglas Schools  
*Keith E. Robinson* Centennial School Dist.  
*Jim Malmgren* Riverdale Sch. Dist.  
*Jordan Jasher* REYNOLDS SCHOOLS  
*Jackie L. Cottingham* PARK ROSE SCHOOL DISTRICT  
*Jim Conliffe* GRESHAM-BARLOW SCHOOL DISTRICT  
*Thomas Ruhl* Savvie Island School District  
*Edward L. Schmitt* Multnomah Education Service Dist.

SCHOOL/ POLICE/SCF LIAISON  
CAMI Application, January 1998---December 1998

✱ Activity, Service, Program or Purchase

To establish a project aimed at improving assessment and intervention services for children who are referred to the Child Abuse Hotline by mandatory reporters in the schools and community. This project would make it possible for police to have more rapid access to SOSCF background information on the more than 350 children referred to them yearly for physical and sexual abuse in East Multnomah County. It is also imperative that police, SOSCF, school staff and school nurses work together to identify and reduce barriers to the effective assessment and delivery of intervention services.

For this project, a Social Services Specialist will be located at the office of the Gresham Police and will assist police staff in prioritizing and assessing child abuse referrals. The specialist will also serve as a liaison to the Child Abuse Hotline to insure a swift response to sensitive cases. The pilot project will examine and refine current protocols so that children receive timely and appropriate intervention services. The Social Service Specialist position will be supervised by the State Office for Services to Children and Families. It is agreed that this project will continue for one year, at which time an assessment will be made and future options for the program reviewed.

✱ This Project Relates to the following Long/Short-Term Goals as Established by the MDT

**Long-Term Goals:**

This project directly connects to Goal #1 which is to streamline and centralize the child abuse reporting and intervention process.

Goal #4 states the following: Insure the availability of temporary care for and assessment of all abused children needing the service during the course of the assessment/investigation. The liaison position will be a direct link to all agency resources as well as offer expertise in locating and assessing family resources that may provide needed temporary care for the child.

**Short-Term Goals:**

Goal #3 relates directly to this project. The goal states: Provide timely and appropriate social service response to children referred for allegations of child abuse by locating a SCF Protective Services worker with the police to assess abuse/neglect referrals in the schools.

✱ Desired Outcome

This project will identify barriers to effective intervention within school settings. By locating a Social Service Specialist in East County, it is expected that the information flow between the organizations involved will be enhanced, which will result in improved services to children. Immediate access to the SOSCF case history computer program will result in a reduction in the number of calls to the Child Abuse Hotline.

It is further anticipated that as a result of this effort between the police and SOSCF, the general protocols can be examined and refined. The positive results achieved with the liaison position with Portland school police will become a blueprint for this project. The project will also offer increased opportunities to provide in-service training to all mandatory reporters in the schools, which should result in more accurate and timely reporting. In addition, it will allow mandatory reporters a "feedback" system to receive information back on a need-to-know basis.

Joint training opportunities involving schools, police, and SOSCF workers should enhance relations and ultimately provide a more efficient response to abused children.

✱ How Will You Measure the Outcome for this Specific Service, Program or Purchase

1. The number of assessments and consultations performed by the Social Service Specialist on a monthly basis.
2. The number of calls diverted from the Child Abuse Hotline by direct request to the Social Service Specialist for SOSCF family history information.
3. The number of in-service and joint training programs provided and the number of mandatory reporters, officers, and SOSCF workers participating in the program.
4. The number of barriers to effective and timely intervention identified and either eliminated or minimized by the project.
5. The number of children not taken into protective custody due to immediate family intervention.

✱ Provider of Service or Activity

The Social Service Specialist will be hired and supervised by SOSCF. A job description for the position is attached.

✱ Timeline for Implementation of this Activity, Service, Program

The SOSCF Protective Service Worker will be hired within 90 days of receipt of CAMI funds.

✱ Total Estimated Cost of Activity and Amount of CAMI Funds Needed for this Activity/Service Program

Total estimated cost for the project will be \$66,450.80. This includes \$52,932.00 for a Social Service Specialist (based on top step on salary schedule and includes OPEU & benefits), \$2,280.00 for the lease of a state vehicle, \$520.00 for cellular phone and projected cost of calls, \$43.80 for pager rates, \$7,000 for training development and joint training opportunities, and \$3,675.00 for a laptop computer, modem, and accessories.

## SCHOOL/POLICE/SCF LIAISON

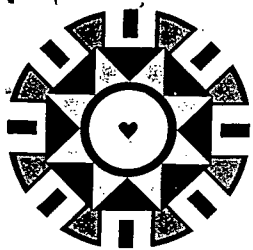
### Job Description

Overall responsibility is to provide liaison services to East County schools, police, and the State Office for Services to Children and Families.

Person responsible for this position must be a SOSCF Social Service Specialist. They have completed SOSCF protective service training and have direct field experience in working with law enforcement officers, victims and perpetrators of abuse, and community organizations.

Specific duties include;

1. Screening of child abuse calls received by school and police.
  - a. Collect pertinent data, gather background information, order and review case files as needed, determine emergent level.
2. Mutual Problem-Solving with reporting party.
  - a. Collaboration with reporting party in regard to optimal approach to situation.
  - b. Development of preliminary intervention plan
  - c. Decision as to level of intervention (home visits, family meetings, observation and/or interview of involved child, referral to community resource, referral to SOSCF intake).
3. Liaison Services
  - a. Field coordination of immediate response with school, police and SOSCF.
  - b. Immediate availability of field assessment.
  - c. Provide follow up information to SOSCF, and reporting party.
  - d. Informal training of reporting parties.
  - e. Ongoing information-sharing between agencies. Clarifying of goals and perspectives.
4. Consultation and Training
  - a. Provide joint training as needed and identified by school, police and SOSCF.
  - b. Provide ongoing consultation to reporting parties, schools, police, and Protective Service workers.



**MORRISON CENTER**  
**CHILD & FAMILY SERVICES**

*Celebrating 50 years  
of service: 1947-1997*

August 27, 1997

Ms. Helen T. Smith  
Deputy District Attorney  
Multnomah County District Attorney's Office  
1021 SW 4th, Room 804  
Portland, OR 97204

Dear Ms. Smith,

The Morrison Center herewith amends its request for support from CAMI, reducing it from \$60,000 to \$45,000. We will recruit a respected pediatrician in the community to participate in our efforts to design and implement a Health Passport system as well as a process and format for an integrated, multi-disciplinary assessment. We anticipate providing, at a minimum, 24 pediatric assessments to children who are without insurance or other resources to pay for the pediatric examination.

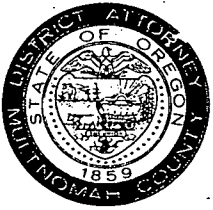
The Morrison Center, and its community partners, appreciate greatly CAMI's willingness to support the Children's Assessment Service. Thank you.

Sincerely,

Jay Bloom  
President/CEO

FOSTER CHILD  
ASSESSMENT PROGRAM

3355 S.E. Powell Blvd.  
Portland, OR 97202  
503/232.1307  
503/232.0138 FAX



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

• VICTIMS ASSISTANCE PROGRAM •

1021 S.W. 4th • Room 804 • Portland, Oregon 97204 • Telephone (503) 248-3222 • FAX (503) 248-3304

August 19, 1997

Jay Bloom, MSW  
President/CEO  
Morrison Center  
3355 SE Powell Blvd  
Portland, Oregon 97202

Dear Mr. Bloom,

The CAMI Operations Committee has reviewed your application for CAMI funds for 1998. We appreciate your personal appearance before us to further explain the purpose for your proposal.

We share the goals of the Children's Assessment Service grant including increasing the access to multi-disciplinary assessment services for children entering foster care in our county in order to ensure early identification of psychological, developmental and medical problems, recommending services when appropriate to parents that will strengthen their abilities to parent their children in a safe, positive and nurturing manner, and developing a Health Passport System in Oregon which will store and track foster children's health information and treatment history. However, we have some concerns that as the grant was implemented originally, it appears that the focus was more on the mental health and psycho-developmental assessments while resources were not invested into the pediatric portion of the assessment with as much vigor.

We would, therefore, like to suggest that you amend your request, reducing it from \$60,000 to \$45,000 and review your other funding sources for any reallocation of funds for the pediatric services. In addition, we would expect that you will:

1. Secure the services of a respected pediatrician to represent the CAS program in the pediatric community and to assist in the design and implementation of the Health Passport as well as the multi-disciplinary assessment format.

2. Provide us with a figure representing the minimum number of pediatric assessments which would be performed for those children who come to the CAS without insurance or other resources to pay for the pediatric examination.

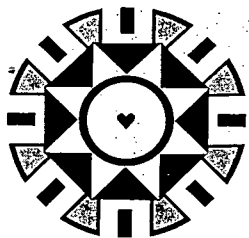
If this is agreeable, please submit a written amendment to your original proposal to me no later than September 2, 1997. It is imperative that we hear from you by September 2, 1997 in order for us to meet the deadline for submission of our plan.

I look forward to hearing from you.

Very truly yours,

MICHAEL D. SCHRUNK  
District Attorney  
Multnomah County, Oregon

By Helen T. Smith  
Helen T. Smith  
Chief Deputy, Family Justice



**MORRISON CENTER**  
**CHILD & FAMILY SERVICES**

*Celebrating 50 years  
of service 1947-1997*

## **APPLICATION FOR CHILD ABUSE MULTIDISCIPLINARY INTERVENTION (CAMI) FUNDS - JUNE, 1997**

### **FOSTER CHILD ASSESSMENT PROGRAM**

#### **ACTIVITY, SERVICE, PROGRAM OR PURCHASE**

The mission of the Foster Child Assessment Program is to assess the medical, developmental, mental health, and strength-based needs for children entering the state's custody and provide timely service recommendations and short-term case management to caretakers and caseworkers. The Foster Child Assessment Program is requesting CAMI funds to support the medical component of these assessments and to promote the integration of those medical findings with the data from developmental and mental health evaluations.

Research has shown that many children entering the state's custody have undiagnosed medical conditions (Chernoff et al, 1994; Hochstadt et al, 1987). The children referred to FCAP have medical needs that should be identified. Medical recommendations were made in over half the cases for the first 90 children referred to FCAP by SOSCF.

In its efforts to ensure that children receive timely, comprehensive medical evaluations, FCAP has encountered some barriers:

- Medicaid reimbursement rates do not cover the cost of performing medical assessments,
- some children in the state's custody do not have Medicaid or private insurance coverage; i.e. certain children still residing with birth parents and children placed with relatives who choose not to apply for a non-needy relative grant from AFS,
- community medical providers often schedule children referred for these medical assessments into 15 minute appointment slots when a comprehensive assessment requires a 30-45 minute appointment,
- medical providers are usually unavailable to staff a case and integrate their assessment with the developmental/mental health assessment; this is not a "billable service",
- reviewing past medical records is essential to building a history of each child and identifying their unmet needs; this is also not a billable service for a physical health provider.

CAMI funds would be used to support the hiring and/or contracting with medical personnel to:

1. review medical records and prepare summaries
2. attend FCAP case discussions to integrate the medical information with the developmental/mental health findings
3. conduct medical assessments, especially for children who have no other health coverage

**FOSTER CHILD  
ASSESSMENT PROGRAM**  
3355 S.E. Powell Blvd.  
Portland, OR 97202  
503/232.1307  
503/232.0138 FAX

4. support the participation of medical assessors on an as needed basis in giving feedback to SCF personnel and other relevant parties
5. allow attendance of medical staff at planning meetings with other FCAP partners: SOSCF, Multnomah County Health Department, Multnomah County Department of Community and Family Services.

**THIS RELATES TO LONG TERM GOAL #4 - Ensure the availability of temporary care for and assessment of all abused children needing the service during the course of the assessment/investigation**

Children new into the state's custody have usually not had ongoing medical care and have often been exposed to dangerous/neglectful situations, e.g. drug paraphernalia within reach, lead paint, undocumented physical abuse in the past, drug exposure in utero or through breast milk, poor nutrition, no dental hygiene or care. The previous caretaking system has not met their needs and it is imperative that while in state's custody we ensure that medical needs are identified AND addressed so these children's development is not further impacted negatively. By ensuring that children have had recent medical examinations and that medical information is appropriately integrated, the goal of the availability of care and assessment for abused children is furthered. Medical issues and concerns will more likely be identified and the children will more likely receive the appropriate care. Timely medical exams may also identify some abuse injuries that have not been previously identified.

**DESIRED OUTCOME/BENEFITS - What will be measurably different after implementation of this plan?**

A greater number of children will receive a more integrated medical/developmental/mental health assessment.

**HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE/PROGRAM/ACTIVITY?**

We will measure the number of children medically assessed, the number of medical records reviewed, and the number of hours spent by medical personnel in FCAP meetings staffing cases, and the number of hours spent by medical personnel in providing feedback to SCF personnel.

**PROVIDER OF SERVICE/PROGRAM/ACTIVITY**

The Foster Child Assessment Program and its medical subcontractor will be the providers. Negotiations are under way with potential subcontractors but these have not yet been finalized.

**WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS  
ACTIVITY/SERVICE/PROGRAM?**

We have already had all the elements of this proposal implemented. We used CARES NW as our medical subcontractor from November, 1996, through May, 1997. There was insufficient funding for this to continue. Interim funding from SOSCF has been obtained to allow this critical medical component to continue through the second half of 1997. Depending on the availability of CAMI funds, the services could continue to be available after January 1, 1998.

**TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF CAMI FUNDS  
REQUESTED FOR THIS ACTIVITY/SERVICE/PROGRAM;**

\$60,000.

**PROPOSED FCAP MEDICAL COMPONENT BUDGET - 1/1/98-12/30/98**

REVENUE

Meyer Memorial Trust	24,549	from RWJ year 2 budget
Robert Wood Johnson Foundation	21,927	from RWJ year 2 budget
In-kind Mult. Co. Health Dept.	13,035	25% of CHN cost
CAMI	<u>60,000</u>	
Total revenue	119,511	

EXPENSES

Salaried employees (including benefits)

Administrative Assistant	2,606	10% FTE
Office Assistant	3,634	20% FTE
Program Director	6,246	15% FTE

Professional Services

Community Health Nurse	52,140	80% time
Pediatric Nurse Practitioner	12,000	\$25/hr x 10hrs/wk x 48 wks
Consulting MD	14,400	\$100/hr x 3 hrs/wk x 48 wks
Medical Exams	6,000	120 exams @ \$50/exam
Program Evaluation	4,100	
Advertising	150	

Supplies

Office Supplies	340	All supplies and occupancy
Postage and shipping	68	based on medical FTE as 17%
Printing	425	of total FCAP FTE

Occupancy

Rent	561
Telephone	680
Utilities	255
Janitorial	238
Building and Grounds Maintenance	204
Security	170
Building and Grounds Supplies	170

Subtotal Expenses	104,387
Administrative Overhead	<u>15,658</u>
Total Expenses	120,045

Total Revenue	119,511
Total Expenses	<u>120,045</u>
Balance	(534)

Out of \$419,170 FCAP budget

## Program Description and Relation to Multnomah County CAMI Goals

### Domestic Violence Risk Assessment Consultant

- **SERVICE**

To hire a SCF Social Service Specialist as a Domestic Violence Risk Assessment Consultant. The position would be responsible for screening and assessment of reports of Domestic Violence received at Child Abuse Hotline. This position will act as a consultant, trainer and community liaison for those families affected by domestic violence.

- **THIS RELATES TO MDT LONG AND SHORT TERM GOALS**

#### MDT Long Term Goal #3

The position would enhance the MDT long term goals of expanding the investigative task force by involving the Domestic Violence Reduction Unit, the county and state departments of probation, SCF and other community resources. The availability of temporary care of children will be impacted by developing safety plans which allow children to remain with their caretaker. This service will also assist in identifying extended family resources when caretakers are not able to ensure safety of the children.

#### MDT Short Term Goal #2

This service will improve direct Domestic Violence victim intervention services through more extensive screening and risk assessment for determining appropriate SCF intervention and referral to community resources

- **DESIRED OUTCOME/BENEFITS**

- Improve the SCF and LEA Domestic Violence risk assessments and investigations.
- Improve communication and coordination between SCF, LEA and Domestic Violence advocates and other community resources.
- Reduce number of children in high risk Domestic Violence threat of harm-environments.
- Improve intervention with the family where Domestic Violence has occurred.
- Improve community linkages where Domestic Violence is present.
- Provide timely response for children affected by Domestic Violence.

- **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE**

- Monitoring and development of protocols within and between agencies which have responsibility for Domestic Violence intervention services and resources development.
- Track the number additional Domestic Violence referrals (identify recidivism).
- Track the number of families affected by Domestic Violence engaged in community resources.

- **PROVIDER OF SERVICE**

The Domestic Violence Risk Assessment Consultant would be contracted by SCF. The position would be supervised by the SCF Metro Region Hotline

- **WHAT IS YOUR TIME LINE FOR IMPLEMENTATION OF THIS SERVICE**

The proposal can be implemented once the necessary intergovernmental contracts are completed. Hiring can be completed within 65 days of receiving the CAMI funding.

- **TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF CAMI FUNDS REQUESTED FOR THIS SERVICE**

Domestic Violence Liaison/Consultant: \$65,000 includes yearly salary, OPEU, benefits at the Social Services Specialist II level, equipment, training development and joint training opportunities.



### SECTION 3. DESCRIPTION OF DUTIES: DOMESTIC VIOLENCE RISK ASSESMENT CONSULTANT

List major duties. Note percentage of time these duties are performed. If this is an existing position, check which duties are new.

% of	(X)	DUTIES
50		<p>I Child Abuse Hotline</p> <p>A. Review and screen police reports received at the hotline for Protective Service field assessment or hotline follow up.</p> <p>B. Provide follow-up on Domestic Violence cases remaining at the Hotline. Follow-up will include but not limited to the following activities:</p> <ul style="list-style-type: none"> <li>a. Assisting victim in securing a restraining order if it is determined one has not been obtained.</li> <li>b. Determining if suspect has been served with a restraining order.</li> <li>c. Assist victim in signing a complaint if not already accomplished.</li> <li>e. Determining if further hearings are scheduled and contact the assigned district attorney if appropriate.</li> <li>f. Assessing Police "Domestic Violence Reduction Unit " (DVRU) follow-up activity.</li> <li>g. Determine if a victim advocate is following case.</li> <li>h. Communicate with the Probation Officer if one is assigned.</li> <li>I. Review and assess SCF history.</li> <li>j. Assess the need for further collateral contacts.</li> <li>k. Contact victim, by telephone, when needed, to determine current circumstances and need for further assistance. Provide support and counseling and Information if necessary.</li> <li>l. Develop a relevant, up to date packet of information to provide to victims.</li> <li>m. Document assesment process on SCF 307 in FACIS.</li> </ul>
45		<p>II. Community</p> <ul style="list-style-type: none"> <li>A. Liaison with Domestic Violence Reduction units of Portland Police and Gresham Police Departments.</li> <li>B. Liaison to local domestic violence victim assistance programs and domestic violence shelters.</li> <li>C. Liaison with Community Safety Net program.</li> </ul>
5		<p>III. Program Development</p> <ul style="list-style-type: none"> <li>A. Development training for Hotline and Regional SCF staff on Domestic Violence intrevention techniques.</li> <li>B. Data Collection and development of statistics.</li> </ul>

ESTIMATED START TIME: 9:40 AM

# AGENDA PLACEMENT FORM

AMOUNT OF TIME NEEDED: \_\_\_\_\_

**AMOUNT OF TIME NEEDED:** 5 Minutes

**DIVISION:** Citizen Involvement Office

BLDG/ROOM #: 412/215/CIC

Kay Durtschi and John Legry

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

**First Reading of an ORDINANCE Amending MCC 2.30.640(A) to (F),  
Relating to Membership and Operation of the  
Citizen Involvement Committee, Repealing Existing Provisions  
and Creating New Provisions**

***SIGNATURES REQUIRED:***

(OR)

John Legry

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

CLERK OF  
COUNTY COMMISSIONERS  
97 SEP 18 PM 5:23  
MULTNOMAH COUNTY  
OREGON

TO: BOARD OF COUNTY COMMISSIONERS (BCC)

FM: CITIZEN INVOLVEMENT COMMITTEE (CIC)

TODAY'S DATE: September 9, 1997

REQUESTED PLACEMENT DATE: Earliest possible

RE: ORDINANCE AMENDING MCC 2.30.640 (A) TO (F), RELATING TO MEMBERSHIP AND OPERATION OF THE CITIZEN INVOLVEMENT COMMITTEE, REPEALING EXISTING PROVISIONS AND CREATING NEW PROVISIONS.

- I. Recommendation/Action Requested: CHANGES committee composition from twenty-five (25) to fifteen (15) members, and provides for district nomination by incorporated non-profit community organizations.
- II. Background/Analysis: Maintains district representation, while expanding the potential pool of new members, at a time when the CIC is able to make such a transition without disenfranchisement of current members or districts. Facilitates the CIC's policy deliberations and provides for broadened district representation at a time when neighborhood associations and district coalitions are undergoing dramatic change.
- III. Financial Impact: No impact on County funds
- IV. Legal Issues: None known.
- V. Controversial Issues: None known.
- VI. Link to county policies: Conforms with Citizen Involvement Principles adopted by BCC in November, 1995.
- VII. Citizen Participation: Resolution developed by citizen volunteers serving on CIC.
- VIII. Other Government Participation: Not applicable.

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                   FOR MULTNOMAH COUNTY OREGON

3                   ORDINANCE NO. \_\_\_\_\_

4    An ordinance amending MCC 2.30.640 (A) to (F), relating to membership and  
5    operation of the Citizen Involvement Committee, repealing existing provisions and  
6    creating new provisions.

7           (Language in brackets [ ] is to be deleted; underlined language is new)

8           Multnomah County ordains as follows:

9    Section I: Findings

10   (A)   The existing chapter provides for the establishment of the Citizen Involvement  
11       Committee and the Office of Citizen Involvement and the selection of the original  
12       committee members. A change in the number of members is required to facilitate  
13       the CIC's policy deliberations, while continuing to provide for equal  
14       representation from each of the County's four commission districts.

15   (B)   In the present environment in which neighborhood associations and district  
16       coalitions are undergoing dramatic change and in some cases, elimination, the  
17       Citizen Involvement Committee also finds it advantageous to broaden the range of  
18       nominating non-profit grassroots organizations to provide for continuity in  
19       representation in each of the four commission districts.

20   Section II: Amendments

1 MCC2.30.640 (A) to (F) is amended as follows:

2 (A) The Multnomah County Charter Amendment relating to citizen involvement  
3 was adopted by the people of Multnomah County on November 6, 1984. That  
4 provision of the charter stipulates: "CITIZEN INVOLVEMENT PROGRAM

5 "The Office of Citizen Involvement is hereby established. The Office of  
6 Citizen Involvement shall develop and maintain citizen involvement programs  
7 and procedures designed for the purpose of facilitating direct communication  
8 between the citizens and the Board of County Commissioners.

9 "A Citizens' Committee and the structure of the citizen involvement process  
10 shall be established by ordinance.

11 "The Board of County Commissioners shall appropriate sufficient funds for  
12 the operation of the office and the committee.

13 "The Citizens' Committee shall have the authority to hire and fire its staff."

14 (B) Purpose. the purpose of this ordinance is to enact the requirements of the  
15 above quoted Charter provision.

16 (C) Multnomah County Citizen Involvement Committee.

17 (1) There is established a Multnomah County Citizen Involvement  
18 Committee.

19 (2) Membership. The Citizen Involvement Committee shall be composed  
20 of 15 [25] members to be appointed by the Board of County Commissioners.

1 (a) The Board of County Commissioners shall appoint 15 ~~[25]~~  
2 members: three ~~[five]~~ members residing in each of the four Commission  
3 Districts and three ~~[five]~~ Multnomah County residents at-large.

4 (b) Members appointed according to Commission District shall be  
5 nominated by Neighborhood and Community Associations, Neighborhood  
6 Coalitions and Community Groups, or by incorporated non-profit grassroots  
7 community organizations within the respective Commission District. The  
8 three ~~[five]~~ at-large members shall be nominated by incorporated community  
9 organizations.

10 (3) The Office of Citizen Involvement shall communicate with various  
11 organizations to encourage a wide variety of volunteers. The Citizen Involvement  
12 Committee should reflect the diversity of the population of Multnomah County. An  
13 affirmative action report shall be included in the annual report.

14 (4) The terms of the committee members shall be for three years with a  
15 maximum of six consecutive years, regardless of nominating agency. Members may  
16 apply for reappointment to the committee after a hiatus of one (01) full chronological  
17 year, beginning from the end date of their last full term. Term commences upon  
18 appointment.

19 (5) The Office of Citizen Involvement shall notify nominating groups when  
20 there is a vacancy for which they have nomination responsibility. The Office of

1 Citizen Involvement shall receive nominations, and the Citizen Involvement  
2 Committee shall forward nominations to the Board of County Commissioners for  
3 appointment.

4 (D) Structure for Citizen Involvement Process

5 (1) The functions and responsibilities of the Citizen Involvement  
6 Committee within the County's citizen involvement process may include, but not be  
7 limited to, the following:

8 (a) An ongoing study and discussion of the county's priorities,  
9 programs, and procedures, including budget preparation and amendment.

10 (b) Recommendation of an action, a plan, or a policy, to the board of  
11 County Commissioners or any department on any matter impacting the life of the  
12 county, including, but not limited to: health, mental health, parks, corrections, jails,  
13 animal control, assessment, taxation, elections, citizen participation, cable television,  
14 crime prevention, mediation, and libraries.

15 (c) A strengthening and encouragement of Department Advisory  
16 Boards and Budget subcommittees and cooperation with existing boards,  
17 subcommittees, and commissions.

18 (d) Written reports to the board of County Commissioners at least  
19 every six months outlining its activities and summarizing its recommendations to the  
20 Board of County Commissioners. The Board of County Commissioners shall

1 respond in writing to the semi-annual reports of the Citizen Involvement Committee.

2 (e) Responsibility for the hiring, supervision, and discharge of its  
3 staff as may be necessary to execute functions and responsibilities of the Citizen  
4 Involvement Committee. The Citizen Involvement Committee shall act in  
5 accordance with County Personnel Ordinances and Regulations.

6 (f) Election of a Chair and adoption of rules or procedures for the  
7 operation of the Committee.

8 (g) Review of the size and representation of the committee every five  
9 years.

10 (2) The Citizen Involvement Committee shall abide by the laws regulating  
11 open meetings and open access to all information.

12 (3) The activities and expenditures of the Citizen Involvement Committee  
13 shall be conducted in accordance with all applicable Federal and State laws and all  
14 county ordinances and regulations.

15 (E) Office of Citizen Involvement

16 (1) There is established an Office of Citizen Involvement of Multnomah  
17 County which shall, at a minimum, consist of a director and secretary. this office  
18 shall be adequately funded.

19 (2) The Office of Citizen Involvement shall develop procedures to:

20 (a) Establish and broaden official channels for two-way

1 communication between the citizens and the board of County Commissioners,  
2 elected officials and department administrators.

3 (i) Such channels shall provide for both sharing of  
4 information from the county regarding the government and its services and the  
5 presentation of specific concerns and recommendations by citizens from the several  
6 Districts of Multnomah County.

7 (ii) Schedule twice yearly reports at a Board of County  
8 Commissioners' Informal meeting regarding activities and plans of the Citizen  
9 Involvement Committee.

10 (b) Increase the number of citizens participating in county  
11 government. Recruit a wide variety of volunteers without regard for age, sex, race,  
12 creed or sexual preference.

13 (c) Maintain an up-to-date file of individuals interested in  
14 participating on county boards, commissions, and committees and recommend  
15 individuals for appointment to county boards, commissions and committees.

16 (d) Record minutes of meetings of the Citizen Involvement  
17 Committee, including a record of attendance and votes.

18 (e) Develop and maintain a resource library regarding citizen  
19 involvement, including information about past county programs, as well as other data  
20 and educational sources.

1 (f) Develop a budget and keep financial records using established  
2 county methods.

3 (g) Act as liaison with the Office of Neighborhood Associations of  
4 the City of Portland, Gresham Neighborhood Associations, District Coalitions, and  
5 other cities and community offices.

6 (h) Aid and educate citizens in the process of citizen involvement.

7 (i) Carry out the policy directions of the Citizen Involvement  
8 Committee.

9 (3) The Office of Citizen Involvement shall act in accordance with all  
10 applicable Federal and State laws and the County ordinances and regulations.

11 (F) County Notice to and Cooperation with the Office of Citizen Involvement.

12 (1) All county officials and their staffs shall cooperate in providing  
13 information as requested by the Office of Citizen Involvement.

14 (2) All county departments and divisions of county government shall  
15 cooperate in providing information as requested by the Office of Citizen  
16 Involvement.

17 (3) The Chair of the Board shall place Citizen Involvement Committee  
18 presentations on the Board of County Commissioners' Informal or Formal agenda  
19 annually, or as requested by the Citizen Involvement Committee.

20 Section III: Adoption

This Ordinance, being necessary for the health, safety and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this \_\_\_\_\_ day of October, 1997, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**Beverly Stein, Chair**

**REVIEWED:**

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

Thomas Sponsler

MEETING DATE: SEP 25 1997  
AGENDA #: R-4  
ESTIMATED START TIME: 9:45 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: PCRB REQUEST FOR EXEMPTION FROM THE FORMAL BID PROCESS

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: September 25, 1997

AMOUNT OF TIME NEEDED: 5minutes

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway/Joy Belcourt TELEPHONE #: X22651/X24250  
BLDG/ROOM #: 421/1<sup>st</sup> floor

PERSON(S) MAKING PRESENTATION: Jan Thompson/Joy Belcourt

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST FROM THE FORMAL BID PROCESS FOR THE  
PURCHASE OF DEPO PROVERA AS A SOLE SOURCE PURCHASE FROM THE  
PHARMACIA UPJOHN COMPANY

9/17/97 & 9/29/97 notice, Application & order to Franna Hathaway,  
DATE BOYER, SIGNATURES REQUIRED: Joy Belcourt & Jan Thompson

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: A. Paul Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 11 AM 11:26

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager  
Purchasing Section

TODAY'S DATE: September 9, 1997

REQUESTED PLACEMENT DATE: September 25, 1997

RE: PCRB EXEMPTION REQUEST FROM THE FORMAL BID PROCESS  
FOR THE PURCHASE OF DEPO PROVERA AS A SOLE SOURCE PURCHASE  
FROM THE PHARMACIA UPJOHN COMPANY

I. Recommendation/Action Requested: Purchasing recommends that the Board of County Commissioners acting as the Public Contract Review Board approve the Health Department request for exemption from the formal competitive bid process for the sole source purchase of Depo Provera from The Pharmacia Upjohn Company.

II. Background/Analysis: This product is used in the County's Family Planning Clinics as an indictable contraceptive with 3 months effectiveness per injection. It is the preferred method of contraception for many of the County's clients. This product is not available currently from any other manufacturer. The market for this product will be monitored and competition will be sought should a comparable product become available from another source.

III. Financial Impact: The approximate annual expenditure amount for this product is \$250,000.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: Current County Policy requires formal competitive bidding for purchases over \$50,000 unless exempted by the PCRB.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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:** Frannie Hathaway  
**FROM:** Bill Odegaard  
**SUBJECT:** Sole Source Purchase of Depo Provera  
**DATE:** 8/14/97

This is to request the purchase of Depo Provera as a sole source product. This product is used in our Family Planning Clinics as an injectable contraceptive with 3 months effectiveness/injection. For many of our clients it is a preferred method of contraception. The Pharmacia Upjohn Company manufactures and markets Depo Provera and is currently the only manufacturer of such a product, i.e. the product is not generically available from other manufacturers.

We appreciate your assistance in obtaining the exemption for purchase of this product as a sole source.

*Central Stores Inventory records indicate that we spend approximately \$250,000 per year for this product.*

*Riv gory Belcourt, there is no other similar product manufactured.*

*JH*

RECEIVED  
PURCHASING SECTION  
97 AUG 26 PM 1:38  
MULTNOMAH COUNTY



# MULTNOMAH COUNTY OREGON

BOARD CLERK  
SUITE 1515, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204  
FAX (503) 248-3013

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DAN SALTZMAN • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
TANYA COLLIER • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
BOARD CLERK • 248-3277

## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, September 25, 1997, at 9:30 a.m. in the second floor auditorium of the Portland Building, 1120 SW Fifth, Portland, Oregon, regarding an exemption from formal competitive bidding the purchase of Depo Provera as a sole source purchase from the Pharmacia Upjohn Company.

A copy of the application is attached.

For additional information, please contact Franna Hathaway, Multnomah County Purchasing Section, 248-5111.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON,  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD

Deborah L. Bogstad, Board Clerk

enclosure

cc: Dave Boyer  
Franna Hathaway  
Jan Thompson  
Joy Belcourt

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

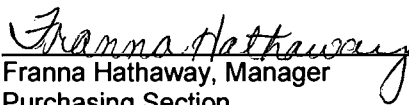
In the Matter of exempting from formal )  
competitive bidding the purchase of Depo) APPLICATION  
Provera as a Sole Source Purchase from )  
The Pharmacia Upjohn Company )

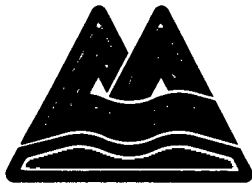
Application to the Public Contract Review Board on behalf of a request from the Health Department, is hereby made pursuant to the Board's Administrative Rule AR 10.140 and AR 20.060 adopted under the provisions of ORS279.015 for an order of exemption from the formal competitive bid process for the sole source purchase of Depo Provera from The Pharmacia Upjohn Company for a three year period. The approximate annual expenditure amount for this product is \$250,000.

This exemption request is due to the following:

1. This product is used in the County's Family Planning Clinics as an injectable contraceptive with 3 months effectiveness per injection.
2. This is the preferred method of contraception for many of the County's clients.
3. Depo Provera, manufactured by The Pharmacia Upjohn Company is the only manufacturer of this type of product, there is no other similar product available.
4. The market for this type of product will be monitored and competition will be sought should a comparable product become available from another source.

Purchasing recommends approval of this exemption as it is not likely to encourage favoritism or diminish competition since there is no other seller of this product at this time.

  
Franna Hathaway, Manager  
Purchasing Section



# MULTNOMAH COUNTY OREGON

BOARD CLERK  
SUITE 1515, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204  
FAX (503) 248-3013

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DAN SALTZMAN • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
TANYA COLLIER • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
BOARD CLERK • 248-3277

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, September 25, 1997, at 9:30 a.m. in the second floor auditorium of the Portland Building, 1120 SW Fifth, Portland, Oregon, and approved Order 97-181 authorizing an exemption from formal competitive bidding the purchase of Depo Provera as a sole source purchase from the Pharmacia Upjohn Company.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON,  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD

Deborah L. Bogstad, Board Clerk

enclosure

cc: Dave Boyer  
Franna Hathaway  
Jan Thompson  
Joy Belcourt

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

                  exempting from formal    )  
competitive bidding the purchase of Depo )  
Provera as a Sole Source Purchase from )  
The Pharmacia Upjohn Company            )

ORDER  
97-181

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and PCRB Rule 10.140 and 20.060, a request from the Health Department for an exemption from the formal competitive bid process for the sole source purchase of Depo Provera from the Pharmacia Upjohn Company for a three year period for approximately \$250,000 per year.

It appearing to the board that the request for exemption, as it appears in the application, is based upon the fact that this product is used in the County's Family Planning Clinics as the client preferred method of contraception and that Pharmacia Upjohn Company is the only manufacturer of this product.

It appears to the Board that this exemption request is in accord with the requirements of ORS 279.015 and PCRB Rule 10.140 and 20.060; now therefore,

**IT IS ORDERED** that a sole source contract for Depo Provera with The Pharmacia Upjohn Company be exempted from formal competitive bidding.

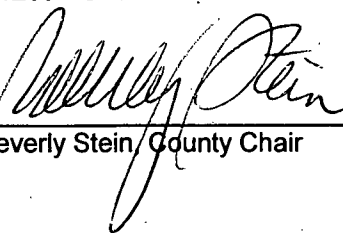
Dated the 25th day of September, 1997




Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By

  
Beverly Stein, County Chair

By

  
Assistant County Counsel  
John Thomas

MEETING DATE: SEP 25 1997  
AGENDA NO.: R-5  
ESTIMATED START TIME: 9:50am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: NOI - Fund Substance Abuse Prevention Program

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

REGULAR MEETING: DATE REQUESTED: September 25, 1997  
AMOUNT OF TIME NEEDED: 10 - 15 minutes

DEPARTMENT: HEALTH DIVISION: PLANNING AND DEVELOPMENT

CONTACT: MIKE STARK TELEPHONE#: 731-4434  
BLDG/ROOM#: 125/550

PERSON(S) MAKING PRESENTATION: MIKE STARK

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

**Notice of Intent to Respond to Proposals from the National  
Institute on Drug Abuse to Fund a Substance Abuse Prevention  
Program Targeted Towards Adolescents.**

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Bill Odgaard

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 17 PM 11:28

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Beverly Stein, Chair

FROM: Bill Odgaard, Director, Health Department

DATE: September 16, 1997

SUBJECT: Notice of Intent to Respond to Request for Proposals from the National Institute on Drug Abuse (NIDA)

### I. Recommendation/ Action Requested.

The Multnomah County Health Department is seeking approval to respond to a request for proposals from the National Institute on Drug Abuse (NIDA) to fund a substance abuse prevention program targeted toward adolescents.

### II. Background and Analysis.

Substance use among youth is a problem at both the national and local levels, with recent data showing a rise in tobacco, alcohol and marijuana among eighth and eleventh grade students. In this project, we propose to prevent substance abuse and concomitant problems among 9th grade students who self report using tobacco, alcohol, or other drugs. These early initiators of substance use are at risk for serious substance use problems and associated difficulties including poor school performance, delinquency, and teen pregnancy.

We propose to conduct this study among clients seeking services in school-based health centers located in the seven clinics in high schools in Multnomah County. School-based health centers provide an excellent point of contact for at risk students, in an atmosphere of trust and confidentiality. Data on students' tobacco, alcohol, and other drug use is routinely collected when students visit the centers, but little is done with that information unless the student has clear need for substance abuse treatment. Both students and health center staff indicate that more needs to be done before students' substance abuse problems become overwhelming. This study will assess the effects of a prevention program designed to ameliorate drug use related problems in a population of early initiators of substance use.

### **III. Project Model.**

Ninth grade students seeking services at 5 of the Health Department's School-Based Health Centers will be screened for any alcohol or tobacco use in the last 30 days, or any illicit drug use ever. Those who are positive will be invited to participate in this treatment study. If they agree, they will receive a fuller assessment that includes drug use, delinquent behavior, association with deviant peers, school performance and attitudes about school, depression, and sexual behavior. The assessment will be confidential, and self-administered via computer. Students will then be randomly assigned to either a "standard of care" or "new treatment" condition.

Students randomized into the standard of care will receive referrals to assist them with their substance use problems. Students in the new treatment condition will be asked to talk with the mental health counselor from the school-based health center.

The counselor will be trained in the use of motivational enhancement techniques, which have proven to be effective in reducing substance use in treatment populations of adults and adolescents. The enhancement techniques involve providing students with feedback regarding the consequences of their substance use, offering advice, and helping the students create a plan of action.

The interview is conducted in an empathic fashion, with students not being coerced into making plans beyond where they are willing to go. Students in the enhanced motivation condition will be asked to return to the clinic in one month to receive a "booster" interview also delivered by the clinic's mental health specialist. Students in both conditions will be asked to return to the clinic for another self-report assessment 3 months and one year after the initial enrollment.

Students in the two clinics not in the randomized trial will be receive the same standard of care that constitutes the one arm of the randomized trial. The purpose of this condition is to better assess the effects of secular trends in substance abuse among youth, since it is possible that there will be contamination between the randomized groups within the same schools. After 2 years of the intervention, preliminary analyses will be conducted.

If it appears that contamination is not a problem, we will include students from these two health centers in the randomized trial.

We intend to submit this proposal on 10/1/97. If funded, the project will last for 5 years.

### **IV. Financial Implications.**

We are asking the National Institute on Drug Abuse to fund the development, implementation and evaluation of this project. The budget will be about \$500,000 per year for a 5 year total of 2.5 million dollars. No matching funds are required.

### **V. Legal Issues.**

None.

**VI. Controversial Issues.** Asking students about their drug use, delinquency, and sexual behavior always has the potential to be controversial. Students may be upset about the questions asked or the motivational enhancement interview procedures. Students will be informed that they do not have to answer any questions they do not want to, and may discontinue participation in the study at any time for any reason they chose without any recriminations by health center or school staff. Students will also be informed at the beginning of the study that staff would be required to break confidence if they report evidence of child abuse, or if they have a substance abuse problem which is life-threatening to themselves or others. Also, students with severe but not life threatening substance use problems will be triaged for immediate treatment, and will not be included in the study.

Parents of students will not be informed about their children's participation. Only students 15 years of age and older will be allowed to participate in the study, and Oregon law allows minors of this age to participate in mental health and substance abuse treatment without parental consent (ORS 109.675). The Multnomah County Health Department's Institutional Review Board will have to approve this study and its procedures prior to it being funded by NIDA.

Even though we are legally able to provide treatment to students without parental permission, it may still create problems if the students chose to tell their parents about the study. This is the same potential problem that occurs with all school-based health center confidential information (family planning, for example), and will be handled in the same professional way as are other similar issues.

**VII. Links to Current County Policies.**

The county has a long history of supporting school-based health centers and the county also has significant interest in preventing substance use among adolescents. We anticipate that reducing substance use would have a beneficial effect on students' school performance, and lower their propensity to engage in delinquency. These goals are also consistent with county policy.

**VIII. Citizen Participation.**

During the first year of the project, and prior to any student enrollment, a project Advisory Group will be established. This group will include at least two students from the seven high schools where the health centers are housed, as well as at least two adult citizens from the communities surrounding those schools. The Advisory Committee will also have representation from school staff, the Multnomah County Health Department, and the Oregon Health Division.

**IX. Other Government Participation.**

Staff from the Oregon Health Division will conduct the evaluation of this project, and the funding will come from NIDA.

#1

## SPEAKER SIGN UP CARDS

DATE 9.25.97

NAME DAVID YAMASHITA

ADDRESS PORTLAND PARKS

PHONE \_\_\_\_\_

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC 12-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#2

## SPEAKER SIGN UP CARDS

DATE 25- Sept 1997

NAME Bill Boese

ADDRESS 2127 N Albina

PHONE 232-4504

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#3

## SPEAKER SIGN UP CARDS

DATE September 25 1997

NAME Paul Stretch

ADDRESS 4549 NW Kerby  
Portland, OR

PHONE 281-1668

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#4

## SPEAKER SIGN UP CARDS

DATE Sept. 25<sup>th</sup> 1997

NAME Michael Callahan

ADDRESS 722 N. Sumner  
Portland OR

PHONE 335-8232

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#5

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME Hugh J GRAY

ADDRESS 722 N Sumner  
Portland, OR

PHONE 460-3830

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC PARK R-6

GIVE TO BOARD CLERK

ALBWA GREENSPACE

#6

# SPEAKER SIGN UP CARDS

DATE 9-25-97

NAME Patrice Kelly

ADDRESS 4536 N. Kerby  
Portland Or 97217

PHONE 2849127

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC green space Albina R-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#7

## SPEAKER SIGN UP CARDS

DATE 9-25-97

NAME

Sonny Willis

ADDRESS

4536 N Kerk

PDX 97217

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Park R-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#8

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME

Jake W. Rockwell

ADDRESS

4536 N Kerby Ave

PHONE

2849127

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Parc no house

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#9

## SPEAKER SIGN UP CARDS

DATE 9-25-97

NAME Val Thorpe-Galvin

ADDRESS 227 N. Jessup

Portland, OR 97217

PHONE (503) 283-3934

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

Humboldt Neighborhood Assn - Albina Park

#10

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME BILL KLINE

ADDRESS 5919 NWILLIAMST  
PTD OR 97217

PHONE 286-8030

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

Humboldt Neighbors Assn - ALBION PARK

#11

## SPEAKER SIGN UP CARDS

DATE SEPTEMBER 25, 1997

NAME KALIA DURHAM

ADDRESS 3987 N MISSISSIPPI

PORTLAND, OR 97227

PHONE (503) 335-0947

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R6 COUNTY HOUSING PRGM

GIVE TO BOARD CLERK

Housing our Families - Supports Proposal

#12

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME CHRIS CROSS

ADDRESS HOUSING OUR FAMILIES

3987 N. MISSISSIPPI 97221

PHONE 335-0947

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC COUNTY HOUSING PROGRAM R6

GIVE TO BOARD CLERK

SUPPORTS PROPOSAL

#13

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME Louis Fontenot Jr. (NECDOC)

ADDRESS 4114 N Vancouver

PDX OR 97217

PHONE 282-5482

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

Support NECDOC proposal

#14

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME

Matt Kirkpatrick

ADDRESS

5515 SE Malden St.

Portland 97205

PHONE

777-6539

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

**GIVE TO BOARD CLERK**

ROSE Community Development Corp.

#15

## SPEAKER SIGN UP CARDS

DATE 9.25.97

NAME

OVID UMAN

ADDRESS

4631-7 N. ALBINA

PHONE

460.2882

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R 5

GIVE TO BOARD CLERK

#14

## SPEAKER SIGN UP CARDS

DATE 9/25/97

NAME

Kim McDoddy

ADDRESS

3312 NE 13

Lincoln Park / Sabin

PHONE

284-7116

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

R-6

GIVE TO BOARD CLERK

ALBINA GREENSPACE

#17

## SPEAKER SIGN UP CARDS

DATE Sept 25/97

NAME

Louise Weidlich, Director

ADDRESS

Neighborhoods Protective <sup>ASSN</sup>

PO Box 19224, Portland Or

PHONE

246-5757

97219

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

R 6<sup>th</sup> Transfer tax-foreclosed

GIVE TO BOARD CLERK

opposition to AHDP property

Meeting date: SEP 25 1997  
Agenda #: R-6  
Estimated start time: 9:55 Am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: 1997 Affordable Housing Development Program

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: September 25, 1997

AMOUNT OF TIME NEEDED: 60 Minutes

DEPARTMENT: CFSD DIVISION: DCYFCADP

CONTACT: Cecile Pitts / H.C. Tupper TELEPHONE #: 248-3999 ext. 83044/83114

BLDG/ROOM #: 166/Rm. 500

PERSON(S) MAKING PRESENTATION: Cecile Pitts / H.C. Tupper

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

1997 Affordable Housing Development Program: Public hearing and action on recommendations for disposition of certain tax foreclosed properties under County Ordinance #795.

*9/26/97 copies to Cecile Pitts & HC Tupper*

**SIGNATURES REQUIRED**

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: *Lorenzo Poremus*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 17 AM 10:01

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions: Call the Office of the Board Clerk - 248-3277 or 248-5222



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY & FAMILY SERVICES  
DIVISION OF CHILD, YOUTH, FAMILY COMMUNITY  
ACTION AND DEVELOPMENT  
421 SW Sixth Avenue, Suite 500  
PORTLAND, OREGON 97204-1620  
(503) 248-3999 fax # (503) 248-3332

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

**TO:** Board of County Commissioners

**FROM:** Technical Review Committee for the Multnomah County Affordable  
Housing Development Program (AHDP)

VIA: Iris M.D. Bell, Division Director

VIA: Lorenzo T Poe Jr, Department Director

**RE:** 1997 Affordable Housing Development Program Disposition  
Recommendations

**DATE:** September 4, 1997

## **I. Recommendation/action requested:**

The Board of County Commissioners is scheduled to conduct a public hearing on the recommendations for disposition of Tax foreclosed property for housing purposes as detailed in the attachments. Following the receipt of testimony and consideration by Board members, the Board is recommended to transfer 11 properties to applicant non profit housing agencies to foster the development of affordable housing for low income families in our community.

This memo transmits the report from the AHDP committee. The report includes a matrix summary of the properties applied for, a committee recommendation for disposition, an AHDP rating report for each application submitted, and a board resolution for transfer in accordance with the committee recommendations.

## **Background/analysis:**

The Affordable Housing Development Program is established to consider the use of tax foreclosed property to foster the development of affordable housing serving low income families in our community. The program is provided by county ordinance 795. This ordinance allows for no-cost transfer of property to non profit housing sponsors and sets notification, selection, and transfer requirements.

**The committee recommends transfer of 11 properties to non profits housing agencies at no-cost for the purpose of fostering the development of affordable housing.** The recommended transfer will result in the development of 18 housing units: 9 new units of affordable rental housing, and 9 new units of affordable home ownership for low income households. Two of the new affordable rental housing units are proposed as special needs housing projects with a total of three 1-bedroom suites (SE 119<sup>th</sup> Ct and Flavel) and an additional three 2-bedroom suites administered by Network Behavioral HealthCare (7001 SE Woodstock).

Over 90% of the units are affordable for families at or below 60% of the area median income. The average length of affordability is 34 years for the housing developed by this recommendation.

### **III. Financial impacts:**

The 11 properties recommended for transfer represent a total of \$22,391.92 in unpaid taxes and expenses to the county. The county assessors records report the most recent value of these properties to be \$123,900. The recommended recipients for the 11 properties propose to generate \$1,458,003 in development funding to carry out the proposed projects. This is a development contribution of \$11.77 to every \$1 of assessed value.

### **IV. Legal issues:**

State law permits the Board of County Commissioners to make rules necessary for the administration and disposition of tax foreclosed property. County ordinance 795 provides criteria and time lines for disposition of such property under the procedures of the Affordable Housing Development Program. The recommendation of the technical committee for the AHDP is consistent with governing guidelines of ordinance 795.

### **V. Controversial issues:**

One of the 1997 properties (5134-38 N Albina Street) has been identified by a local citizen group as a good place for a neighborhood park. The interest of the citizen group came to the program attention after the property had been advertised to local housing agencies for housing purposes. The county received two strong proposals for the property under the AHDP process. The committee recommendation is based on the strengths of the two proposals according to the adopted criteria of the county. It was not the committee work to consider an alternative park use for the property. Open space assessment of tax foreclosed property occurs before the AHDP begins. The Albina property was not identified for park development by this earlier process. The recommended housing project is a very high quality development and will create housing for three large, very low income families. The sponsor has made a 60 year commitment to retain the project for very low income families. The property is close to transportation,

schools and neighborhood services. It is a good place for children to grow up. Children already living in the neighborhood may need additional park space as well. The project sponsor has met with the neighborhood association and made design changes to their proposal to accommodate the neighbors interest in additional open space. The committee for AHDP did not monitor the nature of continued interest by the citizen group in the property.

#### **VI. Line to current county policies:**

The need for affordable housing continues to be important to our community. The countywide Consolidated Plan (Housing and Community Development Commission 1995-1999) includes among its #1 priorities: *Increase the supply of affordable housing through new construction and rehabilitation of vacant, abandoned and substandard housing, 50% for large families and 10% -15% for special needs families.*

#### **VII. Citizen participation:**

The AHDP policies and process was adopted by the Board in a public meeting. All program applicants are required to notify local neighborhood associations and the immediate neighbors of the proposed project. The county citizen involvement committee has a member on the AHDP committee. The final hearing was noticed in the local newspaper and is scheduled at a regular public meeting of the Board.

#### **VIII. Other government participation:**

The committee of the AHDP process, is composed of appointed representatives of the cities of Portland, Gresham, county, housing industry and banking industry. AHDP is a housing strategy supported by the countywide HCDC. Many of the project recommended for transfer will require participation by the State of Oregon and local foundations for completion.

Please feel free to contact Cecile Pitts or HC Tupper from the DCFS Community Development Program if you wish to discuss this material. Members of the committee will be present at the hearing to respond to questions or issues.

**ahdp97**

TABLE A  
MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
1997 REVIEW SUMMARY TABLE

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	PROJECT DEVELOPMENT	RECOMMENDATIONS
1. Former 5140 SE Rex Drive #25530 - 4620 \$14,161 - Market Value 7500 S/F	ROSE CDC	New Construction: 4 Units 2 owner-occupied with 2 accessible units	\$1,667.75	\$247,265.00	Approve Transfer
2. Former 7001 SE Woodstock Blvd. #44720 - 0580 \$42,000 - Market Value 4000 S/F	ROSE CDC	New Construction: 2 Units Rental 3 bedroom 6 bedroom (Network)	\$4,693.61	\$308,138.00	Approve Transfer
3. Bellevue & Portland Blvd. #92580 - 4180 \$200 - Market Value 1370 S/F	Habitat for Humanity	New Construction: 1 Unit 2 bedroom home Sale/Home Ownership	\$1,000.00	\$45,000.00	Approve Transfer
4. Tract S of 7025 NE 8th Avenue #94114 - 0360 \$1,500 - Market Value 1740 S/F	Habitat for Humanity	New Construction: 1 Unit 3 or 4 bedroom home Sale/Home Ownership	\$1,000.00	\$45,000.00	Approve Transfer
5. Tract N of 2435 NE 86th Avenue #68480 - 5220 \$5,800 - Market Value 2500 S/F	Habitat for Humanity	New Construction: 1 Unit 2 or 3 bedroom home Sale/Home Ownership	\$1,000.00	\$45,000.00	Approve Transfer
6. Tract N of 2454 NE 59th Avenue #81760 - 0010 \$5,500 - Market Value 2500 S/F	NECDC	New Construction: 1 Unit 3 bedroom home Sale/Home Ownership	\$1,000.00	\$90,000.00	Approve Transfer
7. 1024 N Skidmore Street #59150 - 1440 \$10,600 - Market Value 1637 S/F	NECDC	Renovation: 1 Unit 3 bedroom home Sale/Home Ownership	\$2,078.68	\$90,000.00	Approve Transfer

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	PROJECT DEVELOPMENT	RECOMMENDATIONS
8. SE 119th Court & Flavel #70510 - 1000 \$35,400 - Market Value 14161 S/F	ROSE CDC  Human Solutions, Inc.	New Construction: 2 Units Rental 3 bedroom & child care 6 bedroom & AFC New Construction: 2 Units 3 bedroom Lease to Own	\$2,554.01	\$225,780.00	Approve Transfer
9. Tract W of 136 NE Failing Street #01050 - 3140 \$600 - Market Value 1740 S/F	Franciscan Enterprises  NECDC  Habitat for Humanity	New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u> New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u> New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u>	\$1,000.00	\$45,000.00	Approve Transfer
10. Former 3600 N Albina Street #14680 - 5410 \$1,000 - Market Value 2500 S/F	Franciscan Enterprises  NECDC  Habitat for Humanity	New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u> New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u> New Construction: 1 Unit 3 bedroom <u>Sale/Home Ownership</u>	\$1,000.00	\$45,000.00	Approve Transfer
11. Former 5138 N Albina Street #52070 - 5130 \$6,500 - Market Value 3550 S/F	Housing Our Families  Franciscan Enterprises	New Construction: 3 Units Rental 2, 3, & 5 bedroom  New Construction: 3 Units Rental 2-3 bedroom/1-4 bedroom	\$5,397.87	\$271,820.00	Approve Transfer

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** ROSE CDC **Neighborhood:** Lents, East County

**Property Location:** SE 119th Ct. & Flavel

RIDGEVIEW ESTATES, Tax Lot 500, Block 3

**Tax Account Number:** R-70510-1000

**Description of Project and Proposed Use:** Sponsor proposes to build two attached rental units on this property. The first unit is proposed to be a 3-bedroom handicap accessible unit with an oversized living room space for a home based child care business. After adjustment for child care income, the rent on this unit will be affordable for families at 60% of area median income. The second unit is proposed to be a 6-bedroom home, three of the bedrooms set aside for adult foster care service. The rent from the adult foster care service will be affordable to persons at 30% of area median and the rent to the care provider family will be affordable at 60% of area median.

**Property Value:** \$35,400.00

**Taxes & costs:** \$2,554.01

**Committee Recommendation:** The Committee recommends approval of this proposal as described.

**Committee Comments:** The county received two strong proposals for this property (Rose CDC, and Human Solutions Inc). Both applicants had strong project plans and each had similar funding proposals. The committee felt that Rose demonstrated stronger capacity to carryout rental AHDP projects in the past, and stronger community support activities resulting in a recommendation in favor of Rose.

**Program Criteria:** The applicant met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The applicant qualified for bonus points as a longer term affordability project (10 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** ROSE CDC **Neighborhood:** Brentwood/Darlington

**Property Location:** Former 5140 SE Rex Drive

ERROL HEIGHTS, Lot 2, Block 20

**Tax Account Number:** R-25530-4620

**Description of Project and Proposed Use:** Sponsor proposes to build four housing units on the county property. The sponsor proposes to do a land partition to create two lots. On each lot Rose proposes to build an owner occupied unit with an accessory rental unit. The owner occupied unit would be affordable to families at 80% of the area median income when it was adjusted to account for the rent from the accessory unit. The accessory unit would be affordable to families at 60% of area median income. The project will be part of the Rose first time home buyers program, or be part of a start-up cooperative home ownership project.

**Property Value:** \$14,100.00 **Taxes & Costs:** \$1,667.75

**Committee Recommendation:** The county received no alternative applications for this property. Committee recommends approval of this proposal as described.

**Committee Comments:** The applicant is proposing an innovative project for the property. The applicant has demonstrated the capacity to carry out other AHDP projects in the past. The applicant carried out community support activities.

**Program Criteria:** The applicant met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The applicant qualified for bonus points as a longer term affordability project (30 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** ROSE CDC **Neighborhood:** Mt. Scott/Arleta

**Property Location:** Former 7001 SE Woodstock

KENWOOD PARK, Lot 20, Block 2

**Tax Account Number:** R-44720-0580

**Description of Project and Proposed Use:** Sponsor proposes to build two rental units. The first unit is proposed for a 3 bedroom home affordable to families at 60% of the area median income. The second unit is proposed as a six bedroom unit designed as three 2-bedroom suites managed by Network Behavioral HealthCare (Network). The units will be alcohol and drug free housing modeled after a similar Network/Rose rental agreement. The family income of Network beneficiaries will not exceed 50% of the area median income.

**Property Value:** \$42,000.00 **Taxes & Costs:** \$4,693.61

**Committee Recommendation:** The county received no alternative applications for this property. Committee recommends approval of this proposal as described.

**Committee Comments:** The applicant is proposing an innovative project for the property. The applicant has demonstrated capacity to carryout other AHDP projects in the past.

**Program Criteria:** The applicant met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The applicant qualified for bonus points as a longer term affordability project (60 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Franciscan Enterprises      **Neighborhood:** Boise

**Property Location:** Tract West of 136 NE Failing St.

ALBINA HOMESTEAD, W 29' of E 70' of Lot 1, Block 14

**Tax Account Number:** R-01050-3140

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom home for sale to families at 65% of area median income.

**Property Value:** \$600.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The committee recommends denial of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (15 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Franciscan Enterprises      **Neighborhood:** Boise

**Property Location:** Former 3600 North Albina

CENTRAL ALBINA, S ½ of Lot 14, Block 31

**Tax Account Number:** R-14680-5410

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom home for sale to families at 65% of area median income.

**Property Value:** \$1,000.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The committee recommends denial of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (15 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Franciscan Enterprises      **Neighborhood:** Humboldt

**Property Location:** Former 5134 - 5138 North Albina  
M PATTONS & SUB, N 53' of Lot 1, E ½ of Block L; N 53' of  
W17' of Lot 2, E ½ of Block L

**Tax Account Number:** R-52070-5130

**Description of Project and Proposed Use:** Sponsor proposes to build 3 units, 2-3 bedroom, 1-4 bedroom for rent to families at 50% of the area median income.

**Property Value:** \$6,500.00      **Taxes & Costs:** \$5,397.87

**Committee Recommendation:** The committee recommends denial of this application as described.

**Committee Comments:** The county received two strong proposals for this property (Franciscan Enterprises and Housing Our Families). Both proposals were rental projects serving families at 50% of the area median income. Both applicants were strong housing agencies. The committee felt that the Housing Our Families proposal had a little stronger finance plan and longer term affordability commitment. The HOF proposal had also worked more closely with the community. These factors resulted in a recommendation in favor of HOF.

The committee had also discussed new information received by the county that some members of the community desire to create a pocket park at the project site. It was not the committee's work to evaluate the possible park project. The committee's recommendation is that between the two housing proposals received, the HOF proposal should be approved. The committee found that the property and proposal of HOF created a significant benefit to low income families in the community.

**Program Criteria:** The Franciscan Enterprises proposal met the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received bonus points for longer term affordability (30 years) and very low income beneficiary.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Human Solutions, Inc. **Neighborhood:** Lents, East County

**Property Location:** SE 119th Ct. & Flavel St.

RIDGEVIEW ESTATES, Tax Lot 500, Block 3

**Tax Account Number:** R-70510-1000

**Description of Project and Proposed Use:** Sponsor proposes to build two units, 3-bedroom homes for sale to families at 80% of the area median income.

**Property Value:** \$35,400.00 **Taxes & Costs:** \$2,554.01

**Committee Recommendation:** The Committee recommends denial of this proposal as described.

**Committee Comments:** The county received two strong proposals for this property (Rose CDC, and Human Solutions Inc). Both applicants had strong project plans and each had similar funding proposals. The committee felt that Rose demonstrated stronger capacity to carryout rental AHDP projects in the past, and stronger community support activities for this application resulting in a recommendation in favor of Rose.

**Program Criteria:** The applicant met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The applicant qualified for bonus points as a longer term affordability project (10 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Housing Our Families                      **Neighborhood:** Humboldt

**Property Location:** Former 5134 - 5138 North Albina  
M PATTONS & SUB, N 53' of Lot 1, E ½ of Block L; N 53' of  
W 17' of Lot 2, E ½ of Block L

**Tax Account Number:** R-52070-5130

**Description of Project and Proposed Use:** Sponsor proposes to build 3 units: 2,3 & 5 bedroom units for rent to families at 50% of the area median income.

**Property Value:** \$6,500.00                      **Taxes & Costs:** \$ 5,397.87

**Committee Recommendation:** The committee recommended approval of this application as described.

**Committee Comments:** The county received two strong proposals for this property (Franciscan Enterprises and Housing Our Families). Both proposals were rental projects serving families at 50% of the area median income. Both applicants were strong housing agencies. The committee felt that the Housing Our Families proposal had a little stronger finance plan and longer term affordability commitment. The HOF proposal had also worked more closely with the community. These factors resulted in a recommendation in favor of HOF.

The committee had also discussed new information received by the county that some members of the community desire to create a pocket park at the project site. It was not the committee's work to evaluate the possible park project. The committee's recommendation is that between the two housing proposals received, the HOF proposal should be approved. The committee found that the property and proposal of HOF created a significant benefit to low income families in the community.

**Program Criteria:** The applicant met the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received bonus points for longer term affordability (60 years) and very low income beneficiary.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Portland Habitat for Humanity      **Neighborhood:** Woodlawn

**Property Location:** Bellevue & Portland Blvd.

WOODLAWN, Exc Pt in St, Block 31

**Tax Account Number:** R-92580-4180

**Description of Project and Proposed Use:** Sponsor proposes to build one 2- bedroom home for sale to families at 50% of the area median income.

**Property Value:** \$200.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The county received no other applications for this property. The committee recommends approval of this application as described.

**Committee Comments:** The sponsor is proposing a home ownership project for this property using the Habitat model of volunteerism, corporate sponsorship, sweat equity and agency financing. The sponsor has demonstrated the capacity to carry out projects of this kind with the AHDP program properties.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor qualified for bonus points as a longer term affordability project (30 years) serving very low income home buyers.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Portland Habitat for Humanity      **Neighborhood:** Woodlawn

**Property Location:** Tract South of 7025 NE 8th Avenue

SEC 14, 1N 1E, Tax Lot #36 0.04 AC

**Tax Account Number:** R-94114-0360

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3 or 4- bedroom home for sale to families at 50% of the area median income.

**Property Value:** \$1,500.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The county received no other applications for this property. The committee recommends approval of this application as described.

**Committee Comments:** The sponsor is proposing a home ownership project for this property using the Habitat model of volunteerism, corporate sponsorship, sweat equity and agency financing. The sponsor has demonstrated the capacity to carry out projects of this kind with the AHDP program properties.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor qualified for bonus points as a longer term affordability project (30 years) serving very low income home buyers.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Portland Habitat for Humanity      **Neighborhood:** Madison South

**Property Location:** Tract North of 2435 NE 86th Avenue

RAILWAY ADD., Lot 15, Block 25

**Tax Account Number:** R-68480-5220

**Description of Project and Proposed Use:** Sponsor proposes to build one, 2 or 3- bedroom home for sale to families at 50% of the area median income.

**Property Value:** \$5,800.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The county received no other applications for this property. The committee recommends approval of this application as described.

**Committee Comments:** The sponsor is proposing a home ownership project for this property using the Habitat model of volunteerism, corporate sponsorship, sweat equity and agency financing. The sponsor has demonstrated the capacity to carry out projects of this kind with the AHDP program properties.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor qualified for bonus points as a longer term affordability project (30 years) serving very low income home buyers.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Portland Habitat for Humanity      **Neighborhood:** Boise

**Property Location:** Tract West of 136 NE Failing St.

ALBINA HOMESTEAD, W 29' of E 70' of Lot 1, Block 14

**Tax Account Number:** R-01050-3140

**Description of Project and Proposed Use:**      Sponsor proposes to build one, 3-bedroom home for sale to families at 50% of the area median income.

**Property Value:** \$600.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The committee recommends approval of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (30 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Portland Habitat for Humanity      **Neighborhood:** Boise

**Property Location:** Former 3600 North Albina Street

CENTRAL ALBINA, S ½ of Lot 14, Block 31

**Tax Account Number:** R-14680-5410

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom home for sale to families at 50% of the area median income.

**Property Value:** \$1,000.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The committee recommends approval of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (30 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Northeast Community Development Corp. **Neighborhood:** Boise

**Property Location:** Former 3600 North Albina Street

CENTRAL ALBINA, S ½ of Lot 14, Block 31

**Tax Account Number:** R-14680-5410

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom home for sale to families at an estimated 50% of median area income.

**Property Value:** \$1,000.00

**Taxes & Costs:** \$1,000.00

**Committee Recommendation:** The committee recommends denial of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (10 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Northeast Community Development Corp. **Neighborhood:** Rose City Park

**Property Location:** Tract North of 2454 NE 59th Avenue

SYNDICATE ADD, Lot 2, Block 1

**Tax Account Number:** R-81760-0010

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom home for sale to families at an estimated 50% to 80% of the area median income.

**Property Value:** \$5,500.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The county received no other applications for this property. The committee recommends approval of this proposal with the recommended conditions listed below in the Committee comments.

**Committee Comments:** The proposal was not clear regarding what income group would be targeted by the applicant for the home. The proposal assures continued affordability by requiring an equity recapture if the buyer sells during the ten year affordability term. The committee did not find explanation about how the recaptured equity was to be used by the sponsor. The committee recommended that the county approve the proposal contingent upon the sponsor targeting families with income at or below 60% of the area median income; and that the equity recapture component of the financing plan be committed to fund future affordable housing ventures benefiting low income families in Multnomah County.

**Program Criteria:** The sponsor met the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor qualified for bonus points for a longer term affordability project (10 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

Applicant: Northeast Community Development Corp. Neighborhood: Boise

Property Location: 1024 North Skidmore Street

MULTNOMAH, Exc Pt in Hwy, Lot 2, Block 10

Tax Account Number: R-59190-1440

**Description of Project and Proposed Use:** Sponsor proposes to renovate the existing home for sale to families at an estimated 50% to 80% of the area median income.

Property Value: \$10,600.00      Taxes & Costs: \$2,078.68

**Committee Recommendation:** The county received no other applications for this property. The committee recommends approval of this proposal with the recommended conditions listed below in the Committee comments.

**Committee Comments:** The proposal was not clear regarding what income group would be targeted by the applicant for the home. The proposal assures continued affordability by requiring an equity recapture if the buyer sells during the ten year affordability term. The committee did not find explanation about how the recaptured equity was to be used by the sponsor. The committee recommended that the county approve the proposal contingent upon the sponsor targeting families with income at or below 60% of the area median income; and that the equity recapture component of the financing plan be committed to fund future affordable housing ventures benefiting low income families in Multnomah County.

**Program Criteria:** The sponsor met the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor qualified for bonus points for a longer term affordability project (10 years).

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated:** July 23, 1997

**Applicant:** Northeast Community Development Corp. **Neighborhood:** Boise

**Property Location:** Tract West of 136 NE Failing Street

ALBINA HOMESTEAD, W 29' of E 70' of Lot 1, Block 14

**Tax Account Number:** R-01050-3140

**Description of Project and Proposed Use:** Sponsor proposes to build one, 3-bedroom for sale to families at an estimated 50% of the area median income.

**Property Value:** \$600.00

**Taxes & Costs:** \$1000.00

**Committee Recommendation:** The committee recommends denial of this application as described.

**Committee Comments:** The county received three alternative proposals for this property (Franciscan Enterprises, NECDC, and Habitat for Humanity). All three proposals were for three bedroom owner occupied projects. The committee found that the financial plan and end beneficiary were stronger with the Habitat proposal resulting in a recommendation in favor of Habitat.

**Program Criteria:** The sponsor met the threshold criteria for the Affordable Housing Development Program.

**Bonus Point Criteria:** The sponsor received bonus points for longer term affordability (10 years).

# PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



JIM FRANCESCONI, COMMISSIONER

CHARLES JORDAN, DIRECTOR

24 September 1997

Ms. Beverly Stein, Chair  
Board of County Commissioners  
Multnomah County

RE: Potential Urban Greenspace Site

Dear Chair Stein:

I am writing to correct a statement that was made in a letter from Charles Jordan to you this past week regarding the property at 5134-5138 N. Albina Ave. (R-52070-5130). The letter may have created the impression that Housing Our Families "supports" the withdrawal of the property from consideration at the 25 September hearing. It may have also implied that Housing Our Families "supports" the development of the site for a neighborhood greenspace. Neither is true.

We are fully aware that the deadline for acquiring the site passed and that our request, made in response to the Humboldt Neighborhood Association's proposal, is not consistent with the process established by the county for the disposition of tax-foreclosed properties.

Please call me at 823-5120 if you have any questions.

Sincerely,

David M. Yamashita  
Open Space Planner

BOARD OF  
COUNTY COMMISSIONERS  
97 SEP 24 AM 10:04  
MULTNOMAH COUNTY  
OREGON

c: Gretchen Durst, Housing Our Families  
Susan Hathaway-Marxer, Portland Parks  
David M. Yamashita, Portland Parks

09/24/97 18:49

URBAN LEAGUE PDX

002



# The Urban League of Portland

URBAN PLAZA

10 North Russell Street

Portland, Oregon 97227

FAX (503) 281 2612

(503) 280 2800

September 24, 1997

Ms. Beverly Stein, Chair  
 Board of County Commissioners  
 Commissioner Tanya Collier  
 Commissioner Gary Hansen  
 Commissioner Sharron Kelley  
 Commissioner Dan Saltzman  
 Multnomah County

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 97 SEP 25 AM 7:56

Re: Potential Urban Greenspace Site

Dear Chair Stein and County Commissioners:

I am writing on behalf of the Urban League of Portland in support of a proposal to create a public park on a vacant lot owned by the County on the corner of N. Albina Avenue and N. Sumner St. (R-52070-5130).

The Urban League of Portland has been a participant in the Portland Urban Parks Program, which works to create more parks and parks programming in underserved areas of North and Northeast Portland. Our main criteria for selecting a site to help develop into a park are (1) the scarcity of parks in the surrounding neighborhood and (2) the level of community support for the project. Based on these criteria, we strongly urge you to support transfer of this property to Portland Parks for development with neighborhood support.

We have witnessed a great level of grass roots support for the project among neighbors and businesses in the Humboldt neighborhood. The neighborhood around the vacant lot is deficient in park space and is close to a freeway and commercial area. The neighbors have expressed a commitment to assist with the development and stewardship of the site. All the ingredients for a successful project are in place.

We hope you will consider the level of community support for this proposal and the Portland Parks & Recreation Bureau's commitment to support a minipark project. Thank you for your consideration.

Sincerely,

Michael Pullen  
 Director of Marketing  
 & Environmental Programs

A NATIONAL  
 ORGANIZATION  
 OF LOCAL AGENCIES

A United Way  
 Agency



c:\grants\parks.cty

Terra L. Bouvard  
4643 N. Haight Ave.  
Portland, Or. 97217

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 SEP 25 AM 7:56

September, 24, 1997

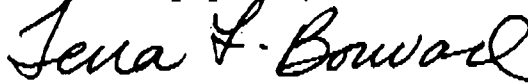
R.E. PARCEL LOCATED AT  
N. Sumner and N. Albina

To Chair Stein, Commissioners Collier, Hansen, Kelley, and Saltzman;

I strongly support the above mentioned request to create a small park on the vacant lot in question. As a resident of the Humbolt Neighborhood, and as an active member of the Humbolt Neighborhood Association I feel that we have invested considerable energy in this project. It is clear to me that there is significant support toward this goal.

I am very concerned about the lack of greenspace in the Humbolt Neighborhood. Sadly, it is true that opportunities for larger greenspaces are gone in our area. For this reason, I feel it is of extreme importance that we embrace this chance to preserve what little greenspace we have.

Sincerely yours,



Terra L. Bouvard

Historian, Humbolt Neighborhood Assn.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

Approving the Transfer of )  
Tax-Foreclosed Properties to Rose )  
Community Development Corporation, )  
Portland Habitat for Humanity, )  
Northeast Community Development )  
Corporation, and Housing Our Families )  
for low income housing purposes )

**ORDER**

**97-**

**WHEREAS**, requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Ordinance No. 795 and the Multnomah County Affordable Housing Development Program; and

**WHEREAS**, a public hearing was held before the Board of County Commissioners on September 25, 1997 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter;

**NOW THEREFORE**

**IT IS HEREBY ORDERED**, that the transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program, be and hereby is approved; and

**IT IS FURTHER ORDERED**, that the Chair be and hereby is authorized to execute all documentation required to complete said transfer.

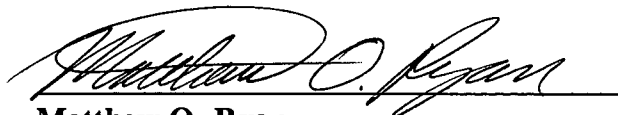
Dated this 25th day of September, 1997.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

\_\_\_\_\_  
Beverly Stein, Chair

**Reviewed:**

**THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON**



**Matthew O. Ryan  
Assistant County Counsel**

Exhibit A

LIST OF TRANSFER PROPERTIES

1. ROSE Community Development Corporation
  - A. Legal Description: Lot 2, Block 30, ERROL HEIGHTS  
Address: Former 5140 SE Rex Drive  
Tax Account number: R-25530-4620  
Taxes and Costs: \$1,667.75
  - B. Legal Description: Lot 20, Block 2, KENWOOD PARK  
Address: Former 7001 SE Woodstock Blvd.  
Tax account number: R-44720-0580  
Taxes and Costs: \$4,693.61
  - C. Legal Description: Tax Lot #500, Block 3, RIDGEVIEW ESTATES  
Address: Vacant Lot near SE 119<sup>th</sup> Court & Flavel Street  
Tax account number: R-70510-1000  
Taxes and Costs: \$2,554.01
2. Portland Habitat for Humanity
  - A. Legal Description: Except part in street, Block 31, WOODLAWN  
Address: Vacant Lot near intersection of NE Bellevue & Portland Blvd.  
Tax account number: R-92580-4180  
Taxes and Costs: \$1,000.00
  - B. Legal Description: Tax Lot #36, Section 14, 1N, 1E  
Address: Tract South of 7025 NE 8<sup>th</sup> Avenue  
Tax account number: R-94114-0360  
Taxes and Costs: \$1,000.00
  - C. Legal Description: Lot 15, Block 25, RAILWAY ADDITION  
Address: Tract North of 2435 NE 86<sup>th</sup> Avenue  
Tax account number: R-68480-5220  
Taxes and Costs: \$1,000.00
  - D. Legal Description: West 29" of the East 70" of Lot 1, Block 14,  
ALBINA HOMESTEAD  
Address: Tract West of 136 NE Failing Street  
Tax account number: R-01050-3140  
Taxes and Costs: \$1,000.00
  - E. Legal Description: South ½ of Lot 14, Block 31, CENTRAL ALBINA  
Address:- Former 3600 North Albina  
Tax account number: R-14680-5410  
Taxes and Costs: \$1,000.00
3. Northeast Community Development Corporation
  - A. Legal Description: Lot 2, Block 1, SYNDICATE ADDITION  
Address: Tract North of 2454 NE 59<sup>th</sup> Avenue  
Tax account number: R-81760-0010  
Taxes and Costs: \$1,000.00
  - B. Legal Description: Except part in Highway, Lot 2, Block 10,  
MULTNOMAH  
Address: 1024 NE Skidmore Street  
Tax account number: R-59150-1440  
Taxes and Costs: \$2,078.68

4. Housing Our Families

A. Legal Description: North 53' of Lot 1, East  $\frac{1}{2}$  of Block L; North 53' of the West 17' of Lot 2, East  $\frac{1}{2}$  of Block L, M. PATTONS &

SUBDIVISION

Address: Former 5138 North Albina Avenue

Tax account number: R-52070-5130

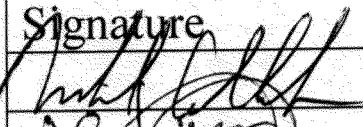

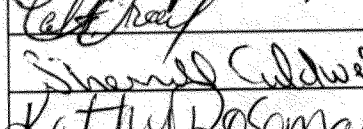
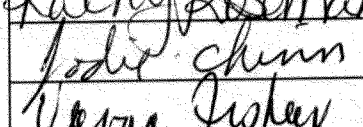
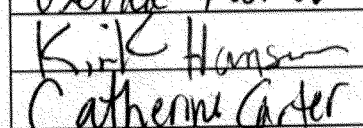
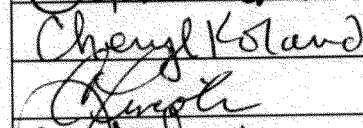
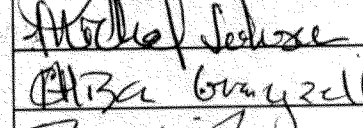
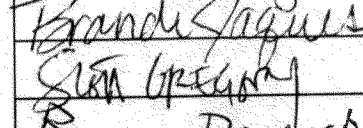
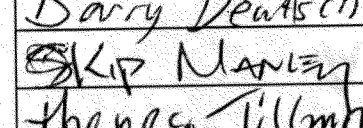
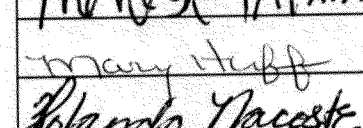
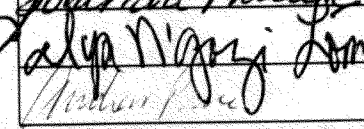

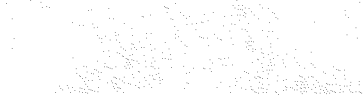
Taxes and Costs: \$5,397.87

20 pages  
over 475 names


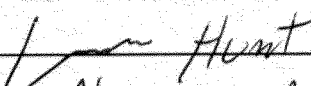
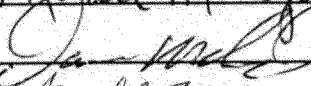
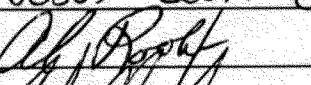
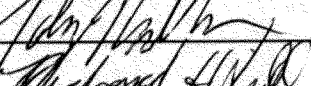
We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space. Furthermore, we are committed to being active participants in the care and upkeep of this park.

Signature	Address	Phone
Darryl Wilson	5905 NE 18 <sup>th</sup>	284-9563
Chaele Sank	5211 NE 32 <sup>nd</sup> Pl	284-6749
Barbara Sobelka	1015 N. Garrett	735-4872
Glenn Taylor	4744 N. Michigan	—
Bob L. Van	4723 N. Borthwick	335-3744
Johnny Ramsey	5722 N. Vancouver	—
Margaret Wright	751 N. Prescott	284-9392
May B. Owens	1515 N. Ainsworth #5	—
Jessie J. Jester	4422 N. Albina Ave	287-1852
Kathleen Miller	4314 NE Grand	—
Joe Miller	4314 NE Grand	287-8433
Cheryl M. Peterson	4056 N. Albina	281-8955
Crosby Hanks	7303 N. Greenwich	285-8151
DAN PEDERSON	1112 N. BEECH	—
Sharon Davis	1039 N. Beech SE	288-8697
William Branchamp	3615 NE ROONEY	335-8781
Ralph Harris	4944 NE 8 <sup>th</sup>	335-3058
OTHELIA RENO	4944 NE 8 <sup>th</sup>	335-3058
Karin Rader	9409 NE Gertz CT	286-5982
Karime Warfield	9409 NE Gertz CT	286-5982
Jacqueline Wheeler	2620 N.E. Saratoga	284-2698
Louise Norton	823 N.E. Reservoir	281-4813
Doug Seung	4525 N. Gontenber	281-3461

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space. Furthermore, we are committed to being active participants in the care and upkeep of this park.

Signature	Address	Phone
	722 N. Sumner	335-8232
	7038 NE Cleveland	288-2945
	6024 NE 16th	281-4017
	5128 N. Albina St.	460-3830
	4232 N. Albina	460-3203
	611 NE 4th Ave	288-4767
	# 634 N Killingworth	286-9001
	4535 NE 82	254-3386
	4026 N Mass.	331-2347
	4621 NE 16th Ave	281-5040
	5806 N Vancouver	286 4149
	907 N. Webster St	
	4063 N.E. 7th	335-3723
	818 W. Shawer	
	441 NE Garrett	287-6282
	441 NE Garrett	287-6282
	5838 N Albina Ave	285-6569
	5878 N Albina	285 6569
	3954 N.E. Grand Ave	287-2476
	3422 NE 72nd	335-8532
	4945 NE 16th	460-0131
	1621 NE Killingworth	281-5344
	4545 N. Albina	331-0136

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space. Furthermore, we are committed to being active participants in the care and upkeep of this park.

Signature	Address	Phone
	5611 SE Ash, PORTLAND OR 97215	236-7000
	" " "	"
Above are property owners on 700 Block N. Sumner		
Bobby J. Ridgway	" 800 "	"
Mrs. D. McCormick	914 N. Sumner	284-8018 ✓
Henry Wiers	844 N. Sumner	287-8388 ✓
Quelley M. Dent	"	"
Mahel Montgomery	834 N. Sumner St.	
	812 N. Sumner St.	331-7127
Kelly E. Mora	826 N. Sumner St.	97217
Laraine Anderson	706 N. Sumner	280-1006 97217
D. Rendon	633 N. Sumner	97217
Luther + Marie Lockett	647 N. Sumner	
Beverly Taylor	612 N. Sumner	
Jamie C. Carter	5123 N. Kerby	
Leticia J. Boyd	5123 N. Kerby	
Willie Rounds	5105 N. Kerby	97217
Edna Rooks	634 N. Sumner	97217
Jesus Leon C.	646 N. SUMNER	331-1205
	634 N. SUMNER ST	281-374
	313 N. KILGUSWORTH	286-1972
Richard H. Hill	5135 N. Kerby	288-4063
Matt Matson	624 N. Sumner	288-0531

These 2 gotten by Marie + Edna

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space. Furthermore, we are committed to being active participants in the care and upkeep of this park.

Signature	Address	Phone
<i>[Signature]</i>	901 N. Humboldt	224-7213
<i>[Signature]</i>	4026 NE 11th Ave 97212	231-8130
Helary Russell	2037 N. Kirby Ave	289-6735
<i>[Signature]</i>	5735 N. Kerby	288-4063
Deborah Ann Hopkins	8885 N. Columbia #3	240-9190
Nick Leary	9515 N. Gert 2 C	286-6469
Dianne Ten Camp	4501 NE Mallory	282-2446
David Potts	401 N. Blundene, Portland, OR 97217	249-0377
<i>[Signature]</i>	4325 N. Rodney PDX 97211	284-4112
David Harris	6043 N. Michigan	833-9725
<i>[Signature]</i>	873 N. Lombard	
<i>[Signature]</i>	9144 N. Hamlin	
<i>[Signature]</i>	3937 NE 13th and PDX 07	249-8345
<i>[Signature]</i>	401 N. Blundene	249-0877
Randolph	4127 N.E. 18th	280-8838
Broussard	4127 N.E. 18th	287-2139
<i>[Signature]</i>	5304 N.E. CLEVELAND	281-8042
A. Turonsky	3647 N. Mission	288-3352
Keri Miller	5819 N. Commercial	240-6930
Val Thorpe-Galvin	227 N. Jessup	283-3934
<i>[Signature]</i>	5327 NE Cleveland	288-8514
Linda Slesinger	500 N.E. Sumner	
Angela TARDY	5413 NE 59	

280 8825

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space. Furthermore, we are committed to being active participants in the care and upkeep of this park.

Signature	Address	Phone
Cindy Schuch	260 N PA Blvd	—
Calley Corral	5407 N. Portland Ave / OR 97217	—
Bonnie McCullen	4309 N. Kerby 97217	235-2056
Arthur Brown	5014 NE 15th 97211	281-4011
M. Light	—	—
Stallidans	263 NE 24th	400-3739
Michael Williams	—	—
Talora Bradford	4057 N.E. 16th	—
Barbara J. Jones	516 NE. Monroe	282-0677
Bill Boere	2127 N ALBINA	232-4504
Lois Shapiro	2207 NE 13th PDX 97212	288-8656
Bonnie Hicks	6910 NE 27th 97211	288-6201
Heidi Dixon	547 NE. MONROE	—
Greg Woods	311 N. Jessee	—
Olivia Kemper	4424 N Willis Blvd. 97203	285-8528
Jim Z. Lingen	863 NE Simpson	282-4207
John Huff	1705 NE Holman	288-9468
Valerie Logan	6203 N. Michigan	283-4000
Miss F. J. McQuinn	1016 N. Mason St	287-6734
Shirley Fox	12180 - SW Laico CT	524-5297
Shaun Maku	23510 Meadow Dr	678-1486

1

1  
2  
3  
4

20 Sheets  
of Signatures Over 360  
Signatures

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Ms. Steward	4935 N. Maryland	249-1723
Bell Klen	5419 N. Williams	286-8030
Gregg	4923 N. Michigan Ave	731-4222
W. J. H.	454 N. Congress Ave	331-9777
Kary & Muse	4924 N. Albina	282-8399
Marny Lyles	5404 NE 12th Ave	891-1032 (306)
Carol J. Masella	4724 N. Haight Ave	249-2138
N. J. K. K. K.	667 N. Simpson	295-6322
J. L. A. P. O.	4038 NE Cleveland	288-2915
J. H. H.	4805 N. Borthwick	
J. H. H.	6526 N. Mississippi	735-0286
R. H. H.	528 N. Buffalo	735-1417
Angie McKnight	568 N. Buffalo St.	735-1417
Allen Brooks	630 N. Jerry St	247-9434
R. H. H.	4064 N. Colonial	282-2162
Andy Williams	22 NE 65th	817-9373
Leke Jones	4218 N. Kirby	735-2197
Shalee	911 N. Sumner	288-8086
Tony Newton	3966 N.E. Cleveland	288-3479
Jerita Bethune	847 NE Killingsworth	282-8457
Wendy Mullen		735-1098
Barnie McAllen	4309 N. Kirby	235-2036
Charlotte McDougall	4009 N. Mississippi Ave	280-0850
C. W. Washington	417 N.E. Scoville	

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Sharon Davis	1039 N. Beach St	288-8697
John Williams	1039 N. Beach St	288-8697
Wm Ennis	6905 N. Mississippi	735-8711
Dorothy Hark	6527 NE 6th	289-6673
Wendy Hark	6527 NE 6th	289-6673
Glenn K. W. W. W.	3965 N. EASTMAN	281-4784
John Black	3828 NE 35th Pl. / work at: 804 N. Alberta	335-8460
Charles H. Hempter	3418 N. Commercial Ave	287-3608
Tonela Barfield	3105 SE 13th AVE	761-8463
DENNIS Williams	5640 NE 24th.	282-7126
Gaylen Erickson	3952 NE 12th AVE	614-7308
Donald G. G. G.	5135 N. Kerby	288-4063
Cecelia Howard	5507 N. Alberta	<del>288-8941</del> 288-8941
Lee Howard	5507 N. Alberta	281-8942
NATHANIEL MAYS	4028 N.E. Confield	285-5219
Margaret Allright	751 N. Prescott	284-9392
Bob G. G. G.	529 E. 2nd Street	289-7441
Wendy D. D. D.	2105 NE Lehigh St	735-5111
David M. M. M.	1437 N. Commercial	283-1458
Rebecca H. H.	1532 NE 13th AVE	587-1249
Sharon H. H.	4548 N. Michigan Ave	7445
Kathleen B. B.	1555 N. Boston Ave PDX	285-3964
Wendy M. M.	7037 N. Cleveland	285-5671
Mike L. L.	5126 N. Mississippi	286-7014

288-8315

250

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Jon Van Wageningen	10175 SE Idlemann Rd.	788-3916
Diana (H)man	645 N. Holland	983-2512
Caroline Jensen	3421 N. Michigan	335-0513
Morgan Lewis	4726 N. Kerby	335-0513
Artha Lutz	4031 N. Kerby	284-5494
Deborah Morris	4725 NE Mallory	331-2904
Wally Dell	5235 N. Albina	287-9702
Kenyon	5235 N. Albina	"
Stam	2335 N. Lombard	240-2978
J. Briceale	6325 N. Albina #3	283-6415
A. McClinton	1606 N. Fairway	735-9302
Kent	434 NE Morris Pdx 97212	
Jon Lynch	9717 N. Smith PDX 97203	285-6272
Patrice Kelly	4536 N. Kerby 97217	284-9127
Peter Barthe	2825 S.E. 6th Ave. 97206	788-1905
Green J & BS	322 NE B 97212	284-7817
Harold J. Green	1409 N. 8th KIDMORE ST	287-9912
Wally Zartman	5304 NE Cleveland	281-8042
Ed M	950 N. COOK	
Jaime Allen	4537 N. Kerby Ave	284-5028
Sharon F. Danner	5010 NE 19th Ave	287-6801
Wally Dent	3821 N. Gantenbein PLD #227	281-6925
Wally Dent	3843 NE 32nd St	281-8447
Joyce Southall	260 N. STAFFORD ST	283-4507
M. Medeiros	4748 N. Commercial	287-1514

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
<del>Sharon Ruse</del>	4526 N. Maingate	288-4944
Sharon Ruse	5706 N. E 32	282-1941
L Reese	5731 N. Montana	286-2013
Aikeda Boyd	5123 N. Kirby Ave	288-0884
<del>Alex Gebrehiwot</del>	2413 NE MILK BLVD	287-6302
<del>David J. Davis</del>	4014 N. Maingate	277-9661
<del>Robert J. Davis</del>	4855 N. Maingate	287-6488
Tearance Atkins	217 NE Bryant	285-3702
Roy L. Haggan	3909 SE 102	761-6655
<del>David J. Johnson</del>	2529 N.E. Morgan	331-1246
David L. Collins	747 N. Sumner	284-9641
<del>David L. Collins</del>	5304 N.E. CHURCHLAND	281-8042
Roy Coltrane	NE Leonard	735-9555
Joanne Van Kamp	4501 NE Mallory	282-2946
Joe & Elsie May	6315 N. Michigan	283-1258
JoAnne Mosley	4611 N COMMERCIAL AVE	887-5199
Jan Gill	406 N Beech	249-1406
Catherine A. Robinson	4103 NE 10th Ave	287-6260
Ebony Chestnut	4322 N Borthwick	249-8066
Mary Havel	4235 N. Maingate 9747	288-9697
<del>Ebony Chestnut</del>	4322 N Borthwick	249-8066
Kelly Sporkin	7225 N Williams	283-2966
<del>Margaret Fisher</del>	2225 N Williams	283-2966
Mike Bauer	3604 N. Michigan	281-9097

Paige Coleman 3604 N. Michigan 281-9087  
 Eriksten Spill 8225 N. Delaware 286-2962  
 Deusch Wilson 8225 N. Delaware 286-2962

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
<i>E. J. H. S.</i>	5611 SE Ash Pdx OR	236-7000
<i>SL</i>	4135 NE MAULORY <sup>PDX</sup> OR	282-0579
<i>Gayle</i>	6525 N Borthwick	289-7452
<i>R. Simpson</i>	4216 NE Corbin	—
<i>Valby Jacei</i>	3700 NE Taiting St.	282-0527
<i>Dwight Adams</i>	4545 N. Albina Pdx OR	331-0136
<i>Melissa Sles</i>	5929 N. Curtis	285-7503
<i>Lana F. Rellan</i>	716 N Emerson	249-0750
<i>El. park</i>	4748 N. Commercial	287-1516
<i>Morgan Sles</i>	52 NE Russell	281-2544
<i>Francis Walker</i>	9248 N. Chane	289-8756
<i>Dorothy Stokes</i>	4122 N. Borthwick Ave	331-0865
<i>Dan Harris</i>	506 N. W 5 <sup>th</sup>	284-0454
<i>John A. W.</i>	5734 NE 12th	241-6193
<i>Mary Carter</i>		240-0472
<i>Susan Vap</i>	4235 N Haight	288-9095
<i>Tamara Smith</i>		8178200
<i>Helen Brooks</i>		11
<i>Naumen Sneyd</i>	3923 SE Taylor Pdx 97214	235-6167
<i>Larry Kolbmann</i>	3923 SE Taylor Pdx 97214	235-6167
<i>Grand E. Fleming</i>	4904 NE 10 -	284-4098
<i>Willie Hammill</i>	5292 N. E. Grand Ave	284-7296
<i>Jonel Dyer</i>	3818-A N. Vancouver	249-0348
<i>Jacoba Funchess</i>	1339 SW 25 <sup>th</sup> Trullab OR	665-3371
<i>Sam Johnson Jr.</i>	932 N. Fremont St	286-8167

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Luis Maynard	6105 SE-17th AVE	232-9073
Cheryl Maturo	5917 N. Michigan Pk 97217	285-1324
Jim Trapold	2261 NE 205th	669-2161
Jon Gray	6024 NE 16th	281-4017
Gail Strong	83 NE Holman	283-3250
Wade Pipe	4207 N. Gantenheim	281-3198
Opal Strong	83 NE Holman	283-3250
Andrea Harris	9701 N. Fiske	240-6052
Bjorn Howard	3134 N. Russell	755-3809
Arbuckle	1815 NE Saratoga	289-6405
Jan Huser	1034 NE Dean	285-4380
Glennie Bullock	4711 NE 26th	281-0975
Xori A Joseph	2050 N McClellan	285-4321
Mark	4545 N ALBINA	331 0136
Grace Bell	6116 N.E 23rd	289-437
Julie Stridger	9119 N.E. 144th Ave	
G (S) E (S)	2005 E 151st Ave VAN, WA	360-896-1544
Mary Clay	4219 NE Gayfield Ave	375-0594
Mark	6920 N Missouri	241-4795
Mark	5404 NE Sumner	
Jim Alcott	3438 NE 14th	282-4736
BO Hayward	808 N. Holman	
A. Mason	5914 N. Commercial Av. 91122	285-4810

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Niesha Fuller	917 N SUMNER	288-6352
Brenda Bacon	6205 NE Garfield	885-6430
Karen Linton	3443 NE Reding	284-8126
Randolph Ziegler	4505 N 3rd	288-7681
James Hamilton	9616 N. Woolsey Ave.	289-1564
S. Spahn	6611 N. Campbell	283-2343
Janet Graham	8912 N. Stanton	282-2775
Carol Ann Pitzer	1603 N. Colfax	240-8698
Melody D. Amending	4835 NE 17th Portland Ore. <sup>97265</sup>	335-9893
Carolyn Turner	9171 N. Webster CT	240-7187
Ruth Jefferson	5415 N. Albina	240-2759
Frederick H. Oks	4636 N. Commercial	460-2769
Chris Shinn	934 N. Webster	282-4245
Brenda Allen	5421 N Michigan	—
ARNETTA McDani	705 N. Holland	285-2888
Cheryl Ford	1801 S.E. 51st	232-5040
Diane Cross	4134 N Vancouver Ave	335-1418
Harrie B. Paris	2803 N.E. 16th Ave	284-7085
Clara Lawrence	4606 N. Michigan Ave	284-0104
	2432 NW Northrup 97210	226-3138
My D. Ly	823 N Alberta P 97212	288-1482
Lara Harris	9701 N. FISKE	240-6052
Kimberly F.	917 N SUMNER	288-6352
Adri Thompson	7549 N Fenwick	289-8723

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
John Brown	6723 NE 32nd Pl	249-2939
Burt May	NE 32nd Pl	543-203
Cindy L. Day	6024 NE 110th St	281-4017
N. White	5816 N Omaha	285-4280
Caroline Ginn	4006 N.E. 7th	331-0125
Jaye Kemp	1025 N. Shaver	460-9714
Chua Carter	Jefferson H.S	916-5180
Minnie Harkness	8504 N. Wadsworth	289-1035
Jaye Whitman	4036 N. Albina	281-5064
Carl L. Dugas	5246 NE 28th St	282-4403
Michael Hill	747 N. Sumner	284-9641
Bonnie Clark	5403 N. Mississippi	285-5219
Viola Dawson	5109 N.E. Kellingworth	287-8997
James H. Robinson	5234 7th St	460-0810
Bob F. Papp	0444 NE 35th Pl	
John Hanks	348 N. Vermont	281-1059
Henry Patterson	2712 N. Mississippi	815-7834
Edna Sogard	1925 NE Going	
Barbara Lawrence	5254 N.E. 7th	
Bland	0414 NE 10th	
John Williams	4042 N.E. 14th	284-0779
Kathleen	4002 N. Michigan Ave	331-0938
Cesar Rangel	4236 N. Michigan	284-8922
Sally Spector	135 NE Going	331-1435

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Maria Mazzano	132 NE Going	282-8961
Paul Quint	6657 N Congress	
TERRIN PETERSON	6505 NE RODNEY AVE.	285-3070
Lori Pharris	6505 NE Rodney Ave.	286-3070
NE Shaw	5806 N Mississippi	
Shirley Grayson	4024 NE 6 St	287-1902
Parr Jann	4024 NE 7th Ave	—
Robert Schmidt	5878 SE 1st	286-1550
William Smith	525 SE 1st	282-2548
Frank Thornton	51 N. Main	—
Winnie Black	1435 N.E. Irving	288-7947
Dorothy Thurmond	5006 N Commercial	
Lee Black	3216 NE 11th Ave	282-1600
Emily Simon	984 N Alberta	
Paul	46 NE Wygant	282-6213
John Wolf	80 NE WYGANT	282-6243
Angela Clark	1524 NE 60th Ave	284-3687
	"	"
Mrs. Richmond	4612 NE Rodney	2 —
W. Harley Bradman	3411 N/E 14th PDX	281-7115
Harley Bradman	3411 NE 14th Ave PDX	281-7115
Rebecca Johnson	2347 NE 8th PDX 97212	284-3599
Kathy Roseman	611 NE Monroe 97212	28 —
Heidi Charuf	607 NE Monroe 97212	—

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Louise Sturdevant	5926 N. MISSISSIPPI	286-9014
Sam Cooper	4545 N. ALBINA	381-0184
T. Burke	4184 2 <sup>nd</sup> E 16 <sup>th</sup>	775-1252
Virginia Wukli	5204 N.E. 26 <sup>th</sup>	282-8150
Al & Betty	10366 1 <sup>st</sup> E 16 <sup>th</sup>	
Bobbie Brown	2616 N.E. 1 <sup>st</sup> Ave	
Deborah Ann Hapkin	8888 N. Columbia	
Lyle Freeman	5328 N. Beetham	
Lena Wukli	5216 N. Albina	288-1138
Linda D. Peters	423 N. Church <sup>St</sup>	288-3582
Stan Vance	3622 N. Albina 9125	
Alec Brown	4543 N. Albina	531-8771
Hilary Russell	7037 N. Kirby Ave	289-6735
Jane M. Hales	4135 NE 17 <sup>th</sup> Pl. N.D.	287-3605
Fred Smith	" "	" "
Marj & Johnson	5915 N.E. GARFIELD	289-9293
Charlotta Brown	4804 N. Kirby	284-3391
Sara Van Egeren	4135 NE Mallory	
Edith Mufson	2705 N. W. Churchill	<del>284</del> -
Beverly Andersen	7029 NE Garfield	
Norman P. Hapkin	216 N. Sumner #8	817-9863
Dale Hapkin	216 N. Sumner #8	
Ala V. Bell	5102 N. Albina	
Lena Sverden	5133 NE 16	288-9912

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
<del>John Morgan</del>	4519 N Congress	282-9710
Debra Long	4519 N Congress	281-5660
Debra Langley	3905 N Holman	281-3189
Julie Hudson	605 N.E. Sumner	—
Maynard	315 N Alberta #1	—
June Hudson	315 N Alberta #1	—
Huong Vuong	6534 N. Haight	—
Gussie White	5715 NE 25 <sup>th</sup>	—
Jody White	6225 NE 7 <sup>th</sup>	—
Mary Kennedy	6304 N Burrage	—
J. W.	1735 N. Killingsworth	—
Joe Bonstein	4545 N. Albina	—
Lisa Rowan	8031 N Hurst	735-3840
Christine	5304 NE Mallory	—
Monica Beemer	5304 NE Mallory	280-2352
Gene Ann	3807 N E 13	287-0826
Frank Subig	5735 N MONTANA	240-4930
Matthew N. Jr	3439 NE 14 <sup>th</sup>	282-9782
Rosetta Jones	109 SE Alder #703	—
Anna Lohd	4549 N Kerby	281-1668
Martha Lawrence	4735 N Congress	287-9477
J. D. Cl	4520 N. Vancouver Ave	—
Joel Spaprio	2207 NE 13 <sup>th</sup>	288-8656
Tom Chalk	2324 NE 10th	288 4406
TERRACE	4420 NE 12 <sup>th</sup>	282-0419
Lisa Deskin	4420 NE 12 <sup>th</sup>	282-0419

We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

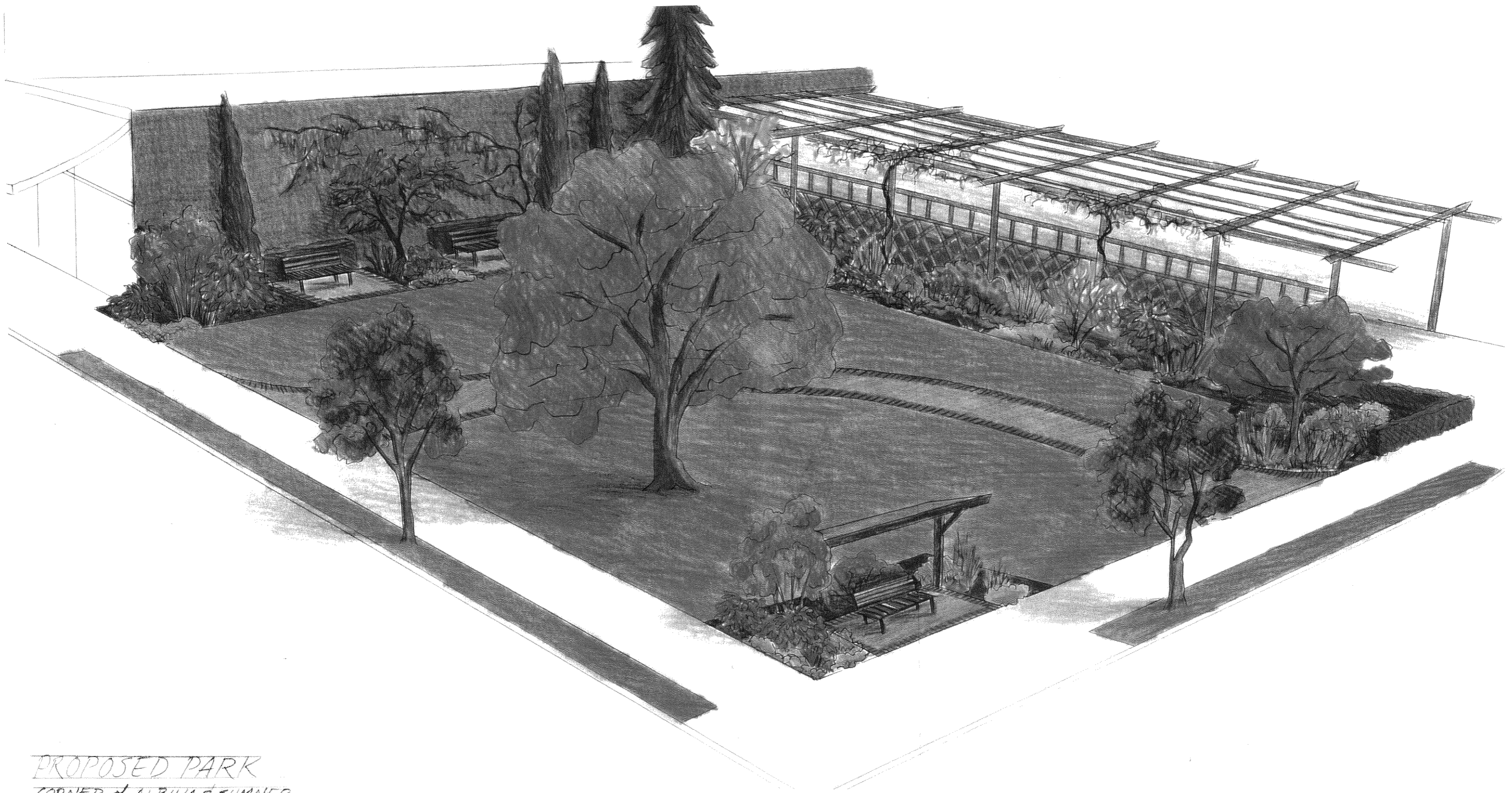
Signature	Address	Phone
Michelle DePass	2324 NE 10th Ave Port. 97212	249-8785
Danuelle Whitfield	723 N Webster	331-0973
Cordella Hopson	5224 N Vancouver Ps	288-3844
Ramona Semiyara	8433 W. OLYMPIA ST	PDX 246-2784
Mary Ann Halinen	1310 N. Linden	667-2423
Janeen F. Dean	1740 N.E. Junior	289-2907
Ella F. Oamen	1740 N.E. Junior	289-2907
Cynthia Morales	2705 N. Killingsworth	283-8127
Janice Ditz	2403 NE 11th Ave	287-0889
Emily Lando	4531 N Albina	288-0803
Claire Beaul	1933 N.E. Wygant	335-0325
Nadira Najub	1232 NE Prescott St	284-4396 (503 AP)
Diane Settle-Clark	7114 N Mohawk	735-1036
Don Dym	4615 NE 7th	257-8313
Joseph Williams	600 NE Meadows	2837051
Michelle P. Crooks	1704 WE 81	285-1111 EX 1544
Paul To Shasta	319 NE MONROE	281-0958
Lyui U. Tran	515 NE SUMNER ST	280-1237
Lanell K. Brinkman	1225 NE Prescott	284-1480 280-6822 work
Calleen Martin	4407 NE 11 Ave	287-1144
Sophia Hany	Work at 911 N. Skidmore	249-7990
Kim McDodge	3312 NE 13	284-7116
Janine Boncher-Collins	934 N Webster 97217	2824245
Jeff Vasey	6914 N. MOORE 97217	283-2832

definitely!



We, the undersigned, strongly support the development of the vacant lot on the corner of N. Albina and Sumner into a public park space.

Signature	Address	Phone
Scott Hill	4536 N Kerby Ave	284 9127
Barbara Hammick	4817 N. Mississippi	287-8004
Sheila McLean	3537 N. Missouri	335-8487
John McLean	3537 N. Missouri	335-8487
Jonathan Lindgren	543 N. Simpson	978 9458
Barbara L. Allen	5524 N. Moore	283 8552
Er. Sells	5524 N. Moore	283-8552
Gail Veenendaal	5015 N. 15th	527-9906
Jack R. Ladd	5645 N. Gay	285 2647
Andrea L. Gonzales	526 N. Mason	282-1571
Philip L. Gonzales	526 N. Mason	282-1571
Andrea Steph	6046 N. Webster	335-8750
Connie Van Dyke	5742 NE MALLORY	247-9410
Joseph M. Samson	4815 N. Commercial	282 5357



PROPOSED PARK  
CORNER of ALBINA & SUMNER





# PIEDMONT

Neighborhood of the Year — 1991 Spirit of Portland Awards

PNA  
PO Box 5914  
Portland OR 97228

Board of Directors  
1996 - 1997

## Officers

Nancy Lea, Chair  
285-3928

Linda Welgel, Vice-Chair  
233-8314

John Benson, Treasurer  
285-8305

Julie Green, Secretary  
283-7990

## Committee Chairs

Crime Prevention  
Gretchen Dennison  
735-2681

Foot Patrol  
Kim Adams  
285-0045

Land Use and Environment  
Betsy Radigan  
286-4011

Parks  
Tom McEntegart  
285-6877

Elanna Schlichting  
285-4471

Property Assessment & Taxation  
Nancy Ellis  
735-1717

Traffic Problems  
Amy Rose  
283-2221

Nuisances  
Sara Radelet  
289-6859

Newsletter Editor  
Dan Case  
285-9816

May 24, 1997


Bill Kline, Chair  
Humboldt Neighborhood Association  
5919 North Williams  
Portland, Oregon 97217

Dear Mr. Kline:

On behalf of the Board of the Piedmont Neighborhood Association, we would like express our support of your neighborhood association's efforts to add a park to your area. We are always glad to see new green spaces added to the Portland area and greatly appreciate the benefits a park gives to its community. We wish you great success on your efforts!

Sincerely,

Piedmont Neighborhood Association Parks Co-Chairs

  
Tom McEntegart

  
Elanna Schlichting

The Emerald Neighborhood — in N & NE Portland



# Housing Our Families

Empowering Women

Developing Partnerships

Providing Housing

June 24, 1997

Mr. Bill Klein  
Chair  
Humboldt Neighborhood Association  
4815 NE 7th Avenue  
Portland, Oregon 97211

Dear Bill,

This letter is a follow up to our meeting with Humboldt Neighborhood Association on June 23.

As we discussed at the meeting, we are interested in a lot on N. Albina and Sumner. As you know, Multnomah County has included it in their current round of properties for which they are requesting proposals from non-profit housing producers. We are interested in building a three-plex on this site.

At the meeting last night, we presented this project and answered questions. We also stated that if you are able to work with the Parks Bureau and the Urban League to successfully acquire the lot and turn it into a park that we would step aside. At the meeting there was not time for the board to take a vote in support of the project. As a result, it was tabled until the next meeting.

Our application to the County is due June 27, so we will move forward on our proposal. However, if you would like Chris to attend an additional meeting, please let us know the time and date of that meeting. We would be happy to discuss this proposal with neighborhood association further.

Sincerely,

Chris Cross  
Construction Manager

Gretchen M. Dursch  
Executive Director

To Chair Beverly Stein,  
and Commissioners,  
Multnomah County Court  
House  
Portland, Oregon

SECTION  
**B**  
FRIDAY,  
SEPT. 6, 1990

The Oregonian

# METRO

Who "lost these  
properties and  
WHY???"

3M  
INSIDE  
OPINION,  
B6-7  
OBITUARIES,  
B9  
CLASSIFIED,  
B10-36

Eleven properties  
taxes \$22,391.92  
future investment  
\$1,458,003.00  
Approximate

# Dominion owners going to prison

■ The two men  
who headed the  
bankrupt  
Portland  
mortgage  
brokerage are  
sentenced to 18  
months each

By DAVE HOGAN  
of The Oregonian staff

A federal judge sentenced the two owners of Dominion Capital Inc. to prison Thursday, six years after the Portland mortgage brokerage collapsed amid bankruptcy and lawsuits.

Geoffrey A. Edmonds and Cyril J. Worm Jr. walked out of the courtroom and will not have to begin their 18-month prison terms immediately.

But their court hearing ended with prosecutors saying that Edmonds has lied to court officials about his finances and has had two lawsuits filed against him in Washington.

U.S. District Judge Helen J. Frye



WORM



EDMONDS

said Edmonds will have to report to prison by Nov. 13, and she will hold another hearing Sept. 16 at which government lawyers will seek to have him jailed immediately as "a financial dan-

ger to the community."

She said Worm will be allowed to remain free while the 9th U.S. Circuit Court of Appeals hears the appeal of his conviction.

Attorneys for both men are challenging their convictions, maintaining that they did not intend to cause anyone to lose money and were wrongly convicted.

Edmonds and Worm headed Dominion Capital, which handled loans on more than 350 homes in North and Northeast Portland after they formed the company in 1986. The business acted as a broker between investors with funds to loan and homebuyers who heeded to borrow money.

In 1990, Dominion ended up in U.S.

Bankruptcy Court after articles in The Oregonian and a lawsuit by the state attorney general's office alleged unfair trade practices and racketeering. A bankruptcy court judge ordered an independent trustee to take over Dominion's daily operations.

In March, after a three-week trial, a jury found Edmonds and Worm guilty of 34 counts of mail fraud, wire fraud and interstate transportation of falsely made securities in connection with their operation of the business.

The two did not testify during their trial. They said little in court Thursday, then declined to comment after-

Please turn to

Sept 25/90 **DOMINION, Page B5**  
To the Multnomah County  
Commissioners,

## Dominion: Both men remain free

■ Continued from Page B1  
ward.

Edmonds told the judge that he had nothing to add to a letter that he had written to her.

"I am truly sorry for any hardships, bad feelings or misunderstandings that I caused," Edmonds wrote in the one-page letter dated Aug. 20. "In my whole life, I have never ever had any intentions of any wrongdoing to anybody."

Frye told the men that she believed they needed to be penalized, but she addressed them in a soft tone, stressing that she understood how hard the case had been on them and their families.

"I have before me good people who made mistakes for which

they're criminally responsible," Frye said.

During the trial, Assistant U.S. Attorneys Neil J. Evans and Fred Petti said the Dominion Capital owners repeatedly lied or omitted facts to induce people to do business with them.

A key issue in the case was the definition of a home's value.

Edmonds and Worm had signed a 1987 agreement with state regulators saying that they were not to make loans for more than the purchase price or current tax-assessed value of a property.

Dominion continued to make loans for larger amounts of money, however, because Edmonds and Worm believed the properties were worth even more and would continue to grow in value.

The subsequent rise in property values in Portland indicated that they were right, said their attorneys — Dennis Balske and Stephen Sady for Edmonds, Norman Sepenuk and James Collins for Worm.

They also have maintained that the two men made mistakes but did not intend to steal anyone's money. Where they did not disclose information to investors or borrowers, they were under no duty to disclose that information, they said.

The judge agreed with them in some respects. She concluded Thursday that the men intended to make good on Dominion's financial obligations to their investors and borrowers.

At the same time, she noted that Dominion as well as its customers

benefited from the intervention of Portland Community Reinvestment Initiatives Inc., a nonprofit agency formed by the city of Portland to help resolve the mess that resulted when Dominion went bankrupt in 1990.

Frye found that the actual monetary loss caused by Edmonds and Worm totaled \$6,549 — the amount lost by one investor, Joy Kramer, not counting thousands of dollars in interest she would have received.

The judge ordered the men to each pay half that amount to Kramer.

Other investors were repaid their money, and most of the homebuyers were able to keep their homes with the help of the bankruptcy court proceedings and PCRI.

Do you recall giving tax  
foreclosed property to...  
Dominion Capital???

How much of the  
taxes did you  
give-a-way???

Now the "Afford-  
able Housing  
Development  
Program for 1997  
is before you.  
What security  
do you have  
that they will  
be responsible?

350 properties  
with Dominion!

Laure Weidlich

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Transfer of Tax-Foreclosed Properties to )  
Rose Community Development Corporation) ORDER  
Portland Habitat for Humanity, and North- ) 97-182  
east Community Development Corporation )  
for Low Income Housing Purposes )

WHEREAS, requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Ordinance No. 795 and the Multnomah County Affordable Housing Development Program; and

WHEREAS, a public hearing was held before the Board of County Commissioners on September 25, 1997 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter; now therefore

IT IS HEREBY ORDERED, that the transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program, be and hereby is approved; and

IT IS FURTHER ORDERED, that the Chair be and hereby is authorized to execute all documentation required to complete said transfer.

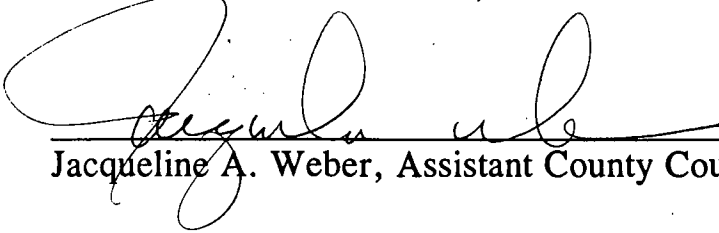
DATED this 25th day of September, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Jacqueline A. Weber, Assistant County Counsel

## **EXHIBIT A**

### **LIST OF TRANSFER PROPERTIES**

1. **ROSE COMMUNITY DEVELOPMENT CORPORATION**

A. Legal Description: Lot 2, Block 30, ERROL HEIGHTS

Address: Former 5140 SE Rex Drive

Tax Account number: R-25530-4620

Taxes and Costs: \$1,667.75

B. Legal Description: Lot 20, Block 2, KENWOOD PARK

Address: Former 7001 SE Woodstock Blvd.

Tax account number: R-44720-0580

Taxes and Costs: \$4,693.61

C. Legal Description: Tax Lot #500, Block 3, RIDGEVIEW ESTATES

Address: Vacant Lot near SE 119<sup>th</sup> Court & Flavel Street

Tax account number: R-70510-1000

Taxes and Costs: \$2,554.01

2. **PORTLAND HABITAT FOR HUMANITY**

A. Legal Description: Except part in street, Block 31, WOODLAWN

Address: Vacant Lot near intersection of NE Bellevue & Portland Blvd.

Tax account number: R-92580-4180

Taxes and Costs: \$1,000.00

B. Legal Description: Tax Lot #36, Section 14, 1N, 1E

Address: Tract South of 7025 NE 8<sup>th</sup> Avenue

Tax account number: R-94114-0360

Taxes and Costs: \$1,000.00

C. Legal Description: Lot 15, Block 25, RAILWAY ADDITION

Address: Tract North of 2435 NE 86<sup>th</sup> Avenue

Tax account number: R-68480-5220

Taxes and Costs: \$1,000.00

D. Legal Description: West 29" of the East 70" of Lot 1, Block 14, ALBINA HOMESTEAD

Address: Tract West of 136 NE Failing Street

Tax account number: R-01050-3140

Taxes and Costs: \$1,000.00

E. Legal Description: South ½ of Lot 14, Block 31, CENTRAL ALBINA

Address: Former 3600 North Albina

Tax account number: R-14680-5410

Taxes and Costs: \$1,000.00

3. **NORTHEAST COMMUNITY DEVELOPMENT CORPORATION**

A. Legal Description: Lot 2, Block 1, SYNDICATE ADDITION

Address: Tract North of 2454 NE 59<sup>th</sup> Avenue

Tax account number: R-81760-0010

Taxes and Costs: \$1,000.00

B. Legal Description: Except part in Highway, Lot 2, Block 10, MULTNOMAH

Address: 1024 NE Skidmore Street

Tax account number: R-59150-1440

Taxes and Costs: \$2,078.68

MEETING DATE: September 25, 1997  
AGENDA #: B-1  
ESTIMATED START TIME: 10:30 AM

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Progress Report on the Work of the Local Public Safety Coordinating Council

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

REGULAR MEETING: DATE REQUESTED: Thursday, September 25, 1997  
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Peter Ozanne or Suzanne Riles TELEPHONE #: 796-2423 or 306-5894  
BLDG/ROOM #: 166/1075

PERSON(S) MAKING PRESENTATION: Peter Ozanne and Suzanne Riles

### ACTION REQUESTED:

☒ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☐ APPROVAL   ☐ OTHER

### SUGGESTED AGENDA TITLE:

Progress Report on the Work of the  
Local Public Safety Coordinating Council (LPSCC)

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

97 SEP 18 PM 8:10  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON