

# **ANNOTATED MINUTES**

Thursday, July 24, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:33 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER SALTZMAN, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-5)  
WAS UNANIMOUSLY APPROVED.**

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-1      CU 6-97/HV 4-97    Report the Hearings Officer Decision Denying a Conditional Use Permit for a Light Industrial Warehouse on Property Zoned Rural Center, and a Major Variance to Reduce the Front Yard Setback Requirements of 30' to 0', for Property Located at 28885 SE DODGE PARK BOULEVARD, GRESHAM
- C-2      ORDER Authorizing Execution of Deed D971496 Upon Complete Performance of a Contract with Thelma Owens

**ORDER 97-150.**

### **DEPARTMENT OF HEALTH**

- C-3      Renewal of Intergovernmental Revenue Agreement 200318 with Mt. Hood Community College, Providing a .5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program

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

- C-4      Renewal of Intergovernmental Revenue Agreement 700028 with Clackamas County, Providing Clackamas County Exclusive Use of 14 Bed Spaces in the Juvenile Justice Complex for the Detention of Youth

## **DEPARTMENT OF SUPPORT SERVICES**

- C-5            Amendment to Intergovernmental Agreement 500016-2 with the State of Oregon Fire Marshal and the City of Gresham, for Participation in the Regional Hazardous Materials Emergency Response Team through June 30, 1999

## **REGULAR AGENDA**

## **PUBLIC COMMENT**

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

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

## **SHERIFF'S OFFICE**

- R-2            Package Store New Outlet Liquor License Application for ROCKY POINTE MARINA, LLC, 23586 NW ST HELENS HWY, PORTLAND

***COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. NO ONE WISHED TO TESTIFY. FOLLOWING BOARD DISCUSSION, APPLICATION UNANIMOUSLY APPROVED.***

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-3            Intergovernmental Agreement 301607 with the City of Portland, for Preliminary Engineering and Cost Estimates for Streetcar Accommodation on the Hawthorne Bridge

***COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. STAN GHEZZI AND VICKY DIEDER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.***

## **PUBLIC CONTRACT REVIEW BOARD**

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

- R-4 ORDER Authorizing Exemption to Exceed the 33% Change Order Limitation for Construction at the Northeast Health Center Walnut Park Building

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. FRANNA HATHAWAY AND PATRICK JONES EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. ORDER 97-151 UNANIMOUSLY APPROVED.**

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

### **NON-DEPARTMENTAL**

- R-5 Intergovernmental Agreement 500298 with the City of Portland, for Administration of the Special Advocates for Elders (SAFE) Non-Profit Corporation

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. BECKY WEHRLI EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ESTILL DEETZ TESTIMONY IN SUPPORT. BOARD COMMENTS IN APPRECIATION OF MS. WEHRLI'S LEADERSHIP AND SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.**

- R-6 Budget Modification NOND 1 Adding 1 FTE Law Clerk Position in the County Counsel Insurance Fund Budget

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. GERALD ITKIN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

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

- R-7 Amendment 3 to Intergovernmental Agreement 900374 with the State of Oregon Department of Corrections, for Funding and Operation of Community Corrections and Approval of the July 1, 1997 through June 30, 1999 Multnomah County Community Corrections Plan

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF R-7. BOB GRINDSTAFF EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS. AGREEMENT  
AND PLAN UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 10:14  
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

JULY 21, 1997 - JULY 25, 1997

Thursday, July 24, 1997 - 9:30 AM - Regular Meeting ..... Page 2

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

Thursday, July 24, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-1      CU 6-97/HV 4-97    Report the Hearings Officer Decision Regarding Approval of a Conditional Use Permit for a Light Industrial Warehouse on Property Zoned Rural Center, and a Major Variance to Reduce the Front Yard Setback Requirements of 30' to 0', for Property Located at 28885 SE DODGE PARK BOULEVARD, GRESHAM
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TANYA COLLIER  
Multnomah County Commissioner  
District 3




1120 S.W. Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

## MEMORANDUM

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**TO:** Office of the Board Clerk  
Chair Beverly Stein  
Commissioner Dan Saltzman  
Commissioner Sharron Kelley  
Commissioner Gary Hansen

**FROM:** Michele Fuchs 

**DATE:** June 16, 1997

**SUBJECT:** Absence from Board Meetings

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Commissioner Collier will be vacationing July 18<sup>th</sup> - 25<sup>th</sup> and should be excused from all Board meetings.

BOARD OF  
COUNTY COMMISSIONERS  
97 JUN 16 PM 3:37  
MULTNOMAH COUNTY  
OREGON



Meeting Date: JUL 24 1997  
Agenda No: C-1  
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 CU 6-97 & HV 4-97.

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

**REGULAR MEETING**      Date Requested:      July 24, 1997  
                                 Amt. of Time Needed:      5 minutes

**DEPARTMENT:**      DES      **DIVISION:** Transportation & Land Use Planning  
**CONTACT:**      Chuck Beasley      **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 a Conditional Use Permit for a light industrial warehouse on property zoned Rural Center, and request a Variance from the front yard setback requirements of 30' to 0'.

**SIGNATURES REQUIRED**

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

or

**Department Manager:** KB [Signature]

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 16 AM 11:23  
MULTNOMAH COUNTY  
OREGON



**BOARD HEARING OF JULY 24, 1997**

**TIME 9:30am**

**CASE NAME:** Michael Hammons

**NUMBER:** CU 6-97, HV 4-97

**1. Applicant Name/Address**

Michael Hammons  
20320 SE Hwy. 212  
Boring, OR 97015

**Owner:**

Robert Hoover  
9280 SE Orient Drive  
Boring, OR 97009

**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:** Conditional Use approval of a proposed 16,400 square foot structure for light industrial, warehouse and commercial uses in the RC zone, and a Major Variance to reduce the front yard setback of 30' to 0'.

**3. Planning Staff Recommendation**

Deny the variance and conditional use requests.

**4. Hearings Officer Decision**

Deny the variance and conditional use requests. Without the variance, the site is not large enough for the proposed facility.

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

The Hearings Officer decision and Planning Director's recommendation are substantially the same.

**ISSUES**

*(who raised them?)*

**6. The following issues were raised:**

The application was made after expiration of a previous Conditional Use approval of a similar facility on the property. The applicant argued that it was essentially the same project that was approved before, and it should therefore be approved again. He maintained that he should be allowed to use the entire front setback area for parking because he was not allowed an extra driveway access, and that this was the hardship justifying the variance.

Two adjacent property owners testified, both in opposition. The issues they raised include truck traffic circulation, the impact of the proposed uses on the septic system, stormwater runoff, noise and compatibility with existing development in the area.

The overall conclusion in the Planning Director's decision was that the application could not be approved both because the applicant failed to provide enough information to demonstrate that applicable parking and loading standards could be met, and because of the plan to place too much development on the property. A somewhat smaller structure could be approved.

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

Not directly. The application was evaluated based on the standards in the ordinance. The application indirectly raises the issue of what is the appropriate intensity of light industrial/commercial uses outside the Urban Growth Boundary where minimal public facilities (sewer and water) exist. The proposed facility had twelve separate business spaces which were to be leased to individual unspecified businesses. The total parking demands, and sewage disposal requirements were proposed by the applicant to be defined on a case by case basis as spaces were leased or as business tenants changed over time. Some mechanism would need to have been developed to ensure that the total number of employees did not exceed 20.

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

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This Decision consists of Conditions, Findings of Fact and Conclusions

**July 9, 1997**

**RECEIVED**

JUL 10 1997

**CU 6-97**                      Conditional Use Request

**Multnomah County  
Zoning Division**

**HV 4-97**                      Major Variance Request

Applicant requests Conditional Use approval for a 16,400 sq. ft. Light Industrial Warehouse/Commercial use in the RC (Rural Center) zone, and requests a Variance from the front yard setback requirement of 30' to 0'.

**Location:**                      28885 SE Dodge Park Blvd.

**Property Description:**      T1S, R4E, Section 19, TL 64

**Zoning Designation:**        RC, Rural Center

**Property Owner:**            Robert Hoover  
9280 SE Orient Drive  
Boring, OR 97009

**Applicant:**                    Michael Hammons  
20320 SE Hwy. 212  
Clackamas, OR 97015

**Hearings Officer Decision:**

**MAJOR VARIANCE**              Deny request for major variance from the front yard  
**(HV 4-97):**                      setback requirement.

**CONDITIONAL USE**            Deny request for conditional use approval for a 16,400  
**(CU 6-97):**                      sq. ft. structure for light industrial, warehouse and  
commercial uses.

## **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. JURISDICTIONAL ISSUES**

At the commencement of the hearing I asked the participants to indicate if they had any objections to jurisdiction. 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 requests Conditional Use approval for a 16,400 sq. ft. Light Industrial Warehouse/Commercial use in the RC (Rural Center) zone, and requests a Variance from the front yard setback requirement of 30' to 0'.

The applicant proposes a 16,400 square foot structure for light industrial, warehouse, and commercial uses. The proposed building is on a 1.4 acre site in the Orient Rural Center. The vicinity map is attached hereto as Exhibit "A" and incorporated by this reference herein. The building would have twelve (12) commercial/industrial tenant spaces and thirty-six (36) off-street parking spaces with access to Dodge Park Boulevard. A site plan drawing is attached hereto as Exhibit "B" and is incorporated by this reference herein. Applicant expects tenant uses would be car detailing, small machine shop, product packaging, engine repair, etc.

## **2. SITE AND VICINITY INFORMATION**

The site is located between SE Dodge Park Boulevard and SE Powell Valley Road, about 3,000 feet from the Gresham city limits. The site is currently vacant and contains 1.4 acres. The Comprehensive Framework Plan designates the site as Rural Center, and the zoning designation is RC, Rural Center District.

## **3. TESTIMONY AND EVIDENCE PRESENTED**

- A. Prior to the Hearing and during the course of the Hearing on June 18, 1997, the exhibits which are listed on the attached Exhibit "C", which is incorporated by this reference herein, were received by the Hearings Officer.
- B. Chuck Beasley testified for the County, summarized the history of the application and the administrative decision and subsequent appeal therefrom.
- C. Applicant Michael Hammons appeared and testified in support of the proposed action and use. The specific assertions made by Mr. Hammons will be discussed in more detail in the body of the opinion.
- D. Eddie C. Day appeared and testified in opposition to the proposed variance and conditional use. Mr. Day expressed concerns regarding traffic issues and the site design. In addition, he expressed concerns about the proposed uses and their impact on septic and the adequacy of the septic system for the proposed uses.
- E. John E. Stewart testified in opposition to the proposed variance and conditional use. Mr. Stewart expressed concern regarding noise generated by the proposed uses and the compatibility with existing development in the area. Mr. Stewart also expressed concern about storm water runoff and the adequacy of the on site traffic design.
- F. Senior Planner Gary Clifford also testified on behalf of the County that the County business licenses are not used as a regulatory device for land use planning. They are simply revenue raising licenses for the County.

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

Site plan for the Conditional Use is premised upon obtaining a Variance. The site plan shows zero setback from Dodge Park Road. Accordingly, prior to determining whether the Conditional Use application can be approved as submitted, it would be appropriate to address the Variance criteria.

### **CRITERIA FOR APPROVAL OF A MAJOR VARIANCE:**

#### **MCC 11.15.8505 Variance Approval Criteria**

**(A) The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are practical difficulties in the application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met.**

- (1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.**

#### **Analysis:**

The applicant's representative, Michael Hammons, both in the written material presented and testimony during the hearing, argued that the prospective realignment of the intersection of Dodge Park Boulevard and Orient Drive affected the property in question unlike any other in the area. It appears that the applicant is citing an access requirement as a circumstance or condition that does not generally apply to other property in the vicinity. However, Chapter 11.60 of the Multnomah County Code, subsection 05.220(A) provides that one driveway access per frontage will be the standard for approval and that double frontage lots will be limited to access from a single street. Accordingly, the one driveway access requirement is the standard that appears to apply to all lots in the vicinity, even double frontage lots such as the subject parcel.

In addition, the applicant presented no evidence as to the access standards that were applicable to other property in the vicinity, nor did the applicant make any comparison to the surrounding uses.

Accordingly, a finding cannot be made that the applicant meets this criteria for approval of a variance.

- (2) **The zoning requirement would restrict the use of the subject property to a greater degree than it restricts other properties in the vicinity or district.**

**Analysis:**

The applicant argued that the 30-foot setback restricts the ability to develop the parcel to its highest and best use. However, that is not the criteria that needs to be addressed. The applicant also proposed using undeveloped right-of-way as a 30-foot setback. However, that proposal is not consistent with ordinance standards. The applicant is requesting a variance from the setback standards, not a vacation of a portion of County right-of-way. The Hearings Officer does not have the discretion to allow the applicant to use undeveloped right-of-way in lieu of the required setback on the property in question.

The criterion requires the comparison between the impact of the front setback requirement on the subject property in contrast to other properties in the area. The applicant simply did not make the required comparison.

The applicant has failed to demonstrate that he meets the second criteria involved for a variance from the 30-foot setback requirement.

- (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 argues that the appeal of a variance will not detrimentally effect the property owners in the area in any way. The applicant proposes to utilize a sight-obscuring fence upon the front and southeast side property lines.

As staff indicated, the 30-foot front yard setback of the R-C zone is a no paving area with a landscaping strip of a minimum ten feet deep, as required by the off-street parking provisions of MCC .6138(B) and the Design Review standards for parking and loading areas in MCC .7855(C)(3). The wider, undeveloped area in the front results in a more open rural appearance of a prospective development, compared with the appearance of the same type of business located in the Urban Light Manufacturing district subject only to a ten foot buffer. The requirement for an increased yard setback is consistent with one of the purposes of the R-C zone, which is to provide for local employment consistent with rural character. The setback and no paving requirement preserves the rural atmosphere.

The applicant appears to be trying to maximize the development on the lot with no preserves of any buffer from Dodge Park Boulevard. This is not consistent with the rural



character of the R-C zone. Therefore, a finding cannot be made that the approval of a 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.

- (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 granting of the proposed variance does not appear to establish a use which is not listed in the underlying zone. The range of potential uses is provided for in the conditional use provisions of the R-C zone.

**Variance Conclusion:**

The applicant has not demonstrated that all of the Major Variance Approval Criteria have been met. The need for the variance appears to be motivated by the design of the project, rather than any difficulty inherent in the land. Accordingly, the applicant's request for a variance will be denied.

**CRITERIA FOR APPROVAL OF A CONDITIONAL USE PERMIT IN THE RC ZONE:**

**A. Rural Center RC**

**MCC 11.15.2242 Purposes**

**The purposes of the Rural Center District are to provide standards and review procedures which will encourage concentrations of rural residential development, together with limited local and tourist commercial uses which satisfy are and regional needs; to provide for local employment through light industrial uses consistent with rural character and to manage the location and extent of public service centers and limit the extension of public services.**

**MCC 11.15.2252 Conditional Uses**

**The following uses may be permitted when found by the approval authority to satisfy the applicable ordinance standards:**

**MCC 11.15.2252**

- (B) The following Conditional Uses pursuant to the provisions of MCC .7105 through .7640:**

- (3) The Light Manufacturing Uses of MCC .5120 which require the daily employment of twenty or fewer persons; and**

**B. Urban Light Manufacturing LM**

**MCC 11.15.5120 Primary Uses**

**The following uses, conducted within an enclosed building:**

- (A) The manufacture, compounding, processing, packaging, treatment, storage or wholesale distribution of such products as bakery goods, fruits, vegetables, sea foods, dairy products, candy, confections, beverages including brewing and bottling, miscellaneous food products, ice and cold storage plant, drugs, pharmaceuticals, perfumes, toilet soaps, toiletries, barber and beauty supplies, and similar items, but not sauerkraut, vinegar or pickles manufacture;**
- (B) The manufacture, compounding, assembling, treatment, storage or wholesale distribution of articles or merchandise from previously prepared materials such as bone, cellophane, canvas, cloth, cork, feathers, felt, fur, glass, hair, foam, lacquer, leather (but not tanning), paper or paperboard, plastics, precious or semi-precious metals or stones, shell, textiles, tobacco, wood (except as provided in the GM and HM districts), yarns and paints;**
- (C) The manufacture, assembly, packaging, repair, storage or wholesale distribution of articles such as electrical appliances, lighting and communication equipment, electronic, radio or television equipment, parts or accessories, professional, scientific, optical, photographic or controlling instruments, amusement devices, small parts assembly, jewelry, musical instruments, toys, sporting goods, novelties, rubber or metal stamps;**
- (D) The manufacture, finishing, refinishing, repair, storage or wholesale distribution of furniture, office or store fixtures, small boats, upholstery, cabinets, office, computing or accounting machines, electric and neon signs, billboards and other signs;**
- (E) Business, professional, executive, administrative, wholesale, contractor or similar office, clinic, service or studio, trade, business or commercial school, research, experimental or testing laboratory;**
- (F) Printing, publishing, bookbinding, graphic or photographic reproduction, blueprinting, or photo processing;**
- (G) Building, building maintenance, plumbing, electrical, heating, roofing, glass, landscaping, painting or similar contractor's office, shop, warehouse, equipment sales or maintenance;**

- (H) Retail or wholesale lumber, building materials, garden supplies sales and tools, or small equipment sales, rental, repair or servicing;
- (I) Laundry for carpets, uniforms, linens, rags, rugs and similar items, dyeing plant, dry cleaning not using explosive or inflammable materials;
- (J) Automobile, light truck, motorcycle and recreational vehicle repair or maintenance, body and fender work, painting, parts and glass replacement, upholstery, engine, radiator or battery rebuilding, tire recapping, commercial, industrial or fleet vehicle parking and auto detailing;
- (K) Metal or sheet metal shop, ornamental iron works, welding, blacksmithing, electroplating, tool and hardware manufacture, machine shop not using a drop hammer or large capacity punch press;
- (L) Warehouse, furniture and household goods storage, moving equipment rental, distribution plant, parcel delivery, wholesaling of durable and non-durable goods, light and heavy equipment sales, rental or repair, fuel and ice distribution;
- (M) Manufacture of non-structural clay products, ornamental clay, concrete, plaster or plastics casting stone and purchased-glass products cutting, polishing or installation;
- (N) Collection, recycling, sorting, baling or processing of previously used materials such as rags, paper, metals, glass or plastics; and
- (O) Any use not listed in MCC .5125 or .5130, determined by the Planning Commission to be consistent with the purposes listed in MCC .5105.

**Analysis:**

The applicant indicates that the proposed development would have 12 commercial and industrial tenant spaces. The applicant anticipates that the use would be light manufacturing and the total number of employees would not exceed 20 at the site.

The RC zone conditionally allows the listed Light Manufacturing uses which are the primary uses of the Urban Light Manufacturing district, with the limitation that no more than 20 persons are employed, and that the business activity takes place within an enclosed building. The restriction on the number of employees serves to limit the scale of the use to rural character consistent with the purpose of the RC zone.

The proposed use is a multi-business facility that provides for up to 12 separate businesses rather than the single purpose businesses currently found in the area. There

is no information in the application that quantifies the number of employees common to other businesses in the area, however allowing 20 employees for each of the twelve potential business spaces is beyond rural scale. Although this is a multi-business facility, the number of employees in total at the site would need to be limited to 20 to fit the purposes of the zone. The applicant has not demonstrated that there is a practical way to establish and enforce such a limitation.

As staff has indicated, the "Light Manufacturing Uses" of MCC .5120 include a listing of 15 uses or categories of uses which can be allowed conditionally in the RC zone. This listing includes uses described with adjectives like; manufacture, assembly, packaging, wholesale distribution, processing, and others. These are uses with functional characteristics such as no customer visits, and regular shipping activity. Other uses include professional service or studio, retail or wholesale garden supplies, automobile repair, auto detailing, which have different characteristics and site needs, including customer visits to the site and temporary on-site storage of autos. The applicant lists warehouse and distribution plant as examples of the types of uses allowed, references "commercial-industrial" tenant spaces. Applicant therefore contends that Comprehensive Plan Policy does not apply. However, a number of the uses listed in MCC .5120 have commercial-retail characteristics including, E., F., G., H., I., and J. If these uses were intended to be allowed, Policy 27 should have been addressed, and the parking requirements would be different.

Elimination of the uses with commercial characteristics identified above leaves a broad range of uses which could be allowed. Since there will be multiple businesses which must be found consistent with the zoning ordinance and this decision, individual permitting of each tenant space through the Land Use Permit process would need to be implemented, if approval were granted. However, as a practical matter it would be extremely difficult to limit the employees to 20 or fewer. The applicant has not provided enough information to determine exactly what the proposed uses are or that they will require the daily employment of 20 or fewer persons.

### **C. Conditional Use Approval Criteria**

#### **MCC 11.15.7120 Conditional Use Approval Criteria**

**(A) A Conditional Use shall be governed by the approval criteria listed in the district under which the conditional use is allowed. If no such criteria are provided, the approval criteria listed in this section shall not apply. In approving a Conditional Use listed in this section, the approval authority shall find that the proposal:**

**(1) Is consistent with the character of the area;**

**Analysis:**

Staff has provided a description of the character of the area. The subject property is located within and along the edge of a linear RC zoning district which extends for approximately one mile along Orient Drive and Dodge Park Blvd. between S.E. 282nd Ave. on the west, to 302nd Ave. to the east. The two intersections at either end contain contiguous parcels with developed business uses, with other businesses scattered throughout the corridor. Agriculture based business including nurseries, farm equipment and feed store appear to make up the majority. The uses adjacent to the subject property include an auto towing/wrecking yard on the west, farm land across Powell Valley Road to the north, two rural residential uses to the east, and the Dodge Park Blvd./Orient Drive intersection to the south, with farmland beyond.

As staff indicated, the overall character of the area retains the sparse settlement and openspace characteristic of rural areas, especially south of Orient Drive and north of Dodge Park Blvd. in the area east of its intersection with Orient Drive. With the exception of the business nodes at the east and west end of the district, and of the lumber yard and feed store in the center, the businesses contain relatively small structures surrounded by openspace. Both Dodge Park Blvd. and Powell Valley Road are lined with trees and shrubs, and this contributes to the rural feel of the area. It is the size and intensity of the proposed development rather than the uses themselves that appear to be inconsistent with the character of the area. At this time, we do not know what the specific uses will be.

It appears that the facility will provide only one floor for business activity. The other visual element of open space is supported by the drainfield/parking area on the east side of the building, and with the 30' setback along the rear property line. The proposal for the Dodge Park Blvd. frontage includes the variance request to dedicate most of the 30' front setback area to access lanes and parking. Removing the parking from the setback area and providing landscaping in the area would enhance the rural appearance and reduce the impact of the building form Dodge Park Blvd.

The other primary aspect of compatibility in this case is traffic. Dodge Park Blvd. east of the site had a relatively low traffic volume compared to Orient Drive during the time staff was on site. Traffic on Powell Valley Road was lighter still. The applicant has provided no information regarding the expected vehicle trip generation for the site. The multi-business nature of the facility does contrast with the other existing businesses in the area, and that coupled with the number of employees and delivery/shipping trips which could reasonably be anticipated from the tenants, leads to the expectation that substantial trips will result. However, the proximity of the facility to the intersection of Dodge Park Blvd. and Orient Drive, appears to mitigate this. Traffic to the site will not be required to traverse the neighborhood east of the site to access it.

**(2) Will not adversely affect natural resources;**

**Analysis:**

The proposed use of this property would have no adverse affects on the natural resources of the area. No wetlands, waterways, scenic views, fish and wildlife habitats, energy sources, or natural areas have been identified on the site. This criterion is satisfied.

**(3) Will not conflict with farm or forest uses in the area;**

**Analysis:**

The applicant contends that the effects on farm or forest uses are insignificant – primarily due to physical barriers between the site and nearby commercial farm or forest uses, and the non-farm/non-forest uses existing on immediately adjacent lands to the west, east and south. The nearest farm uses are north of Powell Valley Road. Considering the existing non-farm uses already in the vicinity, the proposed facility would not appear to conflict with nearby uses. The site plan indicates that placement and orientation of the structure and access would direct the proposed activities toward the Orient Rural Center south and west of the site. This criterion is satisfied.

**(4) Will not require public services other than those existing or programmed for the area;**

**Analysis:**

Public water is available to the site from the Lusted Water District. The County Sanitarian has approved a Land Feasibility Study confirming the ability to use on-site sanitation with a capacity to serve up to 30 employees for each eight hour shift. Electric, natural gas and telephone service are available to the site.

The property is in the service area of Multnomah County Fire District No. 10. The fire district response indicated on the service provider form is that water pressure and flow is not adequate unless an on-site reservoir and hydrant connected to the Lusted Water District are provided. The applicant has shown the location of a reservoir in the southwest corner of the property. Adequacy of fire service also related to Policy 38 in part D. of this report.

The septic system approval is for up to 30 employees per work shift and is limited to residential strength effluent typically from toilets, washbasin, and sinks. The uses listed in .5120 include businesses which may have effluent volume or strength which is greater than that for which the system is approved and will require enhanced treatment capability. For example, the uses listed in MCC .5120 (A) include processing of a wide range of organic and chemical compounds which may generate effluent which cannot be adequately treated in a standard septic system. The site plan shows no additional area for expansion of the septic system to accommodate additional strength or volume of waste. Without limits to the waste stream, the use would need to be connected to a

public sewer system. Sewer systems are defined in Statewide Planning Goal 11, Public Facilities and Services, as urban facilities which cannot be extended outside of Urban Growth Boundaries. These findings relate to Comprehensive Plan Policy 13, Air, Water and Noise Quality, and Policy 37 Utilities, in part D. of this report. The opponents have expressed concerns that the septic system is inadequate to process the waste that would be generated on site.

- (5) Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;**

**Analysis:**

The site is not identified as a big game habitat area in the Comprehensive Plan or by the Oregon Department of Fish and Wildlife. This criterion is satisfied.

- (6) Will not create hazardous conditions; and**

**Analysis:**

The applicant proposes twelve (12) commercial/industrial tenant spaces and thirty-two (32) off-street parking spaces with access to Dodge Park Boulevard. However, without variance approval, it does not appear that applicant would be able to get 32 parking spaces on site. Applicant expects tenant uses would be car detailing, small machine shop, product packaging, engine repair, and similar activities.

The potential hazards identified by staff are associated with access to the site and parking area for maneuvering of vehicles and pedestrian access. No information has been received to indicate that the access to the site from Dodge Park Blvd. is or will be inherently hazardous. The parking layout places isolated parking spaces throughout the site with no pedestrian access indicated. The center of the "u" formed by the structure is devoted in substantial part to maneuvering area for trucks with parking spaces in the center and on the periphery outside the turning radius. A drive adjacent to the entrance intersects at right angle with parallel parking along the side, and leads to a group of parking spaces between the building and drainfield. Pedestrian safety could be enhanced by designated pathways in the parking lot. I do not find that the proposal as submitted would create hazardous conditions. However, the proposal as submitted is dependent on the approval of a variance, which was not approved.

- (7) Will satisfy the applicable policies of the Comprehensive Plan.**

**Analysis:**

The applicable policies of the Comprehensive plan follow:

**D. Comprehensive Plan Policies Applicable to the Decision**

**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:**

As staff has indicated, potential impacts to air, and water, and the level of noise generated by a use which may locate in the proposed development are variable and will not be known until a land use permit application for a specific tenant is received. For example, in the area of water quality, the property has been approved for an on-site waste disposal system to serve the sanitation needs of up to 30 employees for one work shift. Some uses may require enhanced treatment capability. All three of these elements, water, air, and noise, are subject to standards for environmental protection or workplace safety. Since the specific use of each space is not known at this time, a finding can not be made that the proposed uses will have no significant impact on air, water or noise quality.

**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 costs, 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; and**
- F. Land subject to slumping, earth slides or movement.**

**Analysis:**

The applicant has indicated that there are no slopes exceeding 20% on the site and it is not in the 100 year flood plain.

Staff reported that the Soil Conservation Service survey map # 29 for Multnomah County indicates that the soils on the subject parcel are Powell series, 34A and 34B. The



description of the soil profile is that the depth to fragipan is 20 to 30 inches, and that a perched water table develops over the fragipan in winter. The soil is rated as severely limited for septic system absorption fields due to wetness and slow percolation, and severely limited for building site development due to wetness. These limitations have apparently been taken into account during evaluation of the site for the septic system, and would need to be considered in design of the stormwater detention system, and for the building foundation. Thus, with appropriate design, adverse effects to surrounding properties could be mitigated.

**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. ... The county shall require a finding prior to 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 factors in A. through E. of this policy have been considered in the context of this application. A finding can be made that the factors set forth above have been given the appropriate consideration.

**Policy No. 27, Commercial Location:**

**Analysis:**

The applicant contends that activities proposed on this site are classified as a "warehouse" and "distribution plant" and should be regarded as industrial rather than commercial uses.

The list of potential uses under MCC .5120 includes businesses which have commercial characteristics such as regular customer visits. If a condition of approval to not allow such uses was implemented, this policy would not apply. However, the applicant has specifically indicated such uses as potential tenants. Therefore, applicant should have addressed this policy.

**Policy No. 30, Industrial Location:**

**The County's policy is to:**

- A. Promote economic diversification and growth through the provision of buildable serviced industrial sites meeting locational and site requirements of manufacturing, wholesale trade, and distribution industries.**
- B. Encourage industrial development at locations which will reinforce orderly and timely development and provision of public facilities and services,**
- C. Encourage the siting and expansion of industry and generation of jobs in locations meeting the site needs of the industry and the needs for jobs by residents.**
- D. Encourage land use development patterns which protect the stability and functional aspects of industrial area by protecting them from incompatible uses.**
- E. Classify industrial developments according to their characteristics, scale of their operations, and potential impacts. As follows:**
- F. Locate industrial firms on sites with average slope gradients consistent with the firm's scale of operations and impacts. Site slope requirements by scale are:**

<u>Scale</u>	<u>Average site slope standard</u>
Isolated Light Industrial	less than 10%

**For sites with average slopes steeper than the standard, the developer must be able to demonstrate that through engineering techniques all limitations to development and the provision of services can be mitigated.**

- G. Support the location of industrial activities on existing transportation systems with volume capacities and modal mixes available and appropriate to serve present and future scales of operation. Vehicular access requirements by scale of development are:**

<u>Scale</u>	<u>Vehicular access standards</u>
Isolated Light Industrial	Direct access to a collector street without routing traffic through neighborhood streets.

- H. Restrict the siting of industrial activities in locations where the site access would cause dangerous intersections or traffic congestion, considering the following:**
  - 1. Roadway capacities.**
  - 2. Existing and projected traffic counts.**
  - 3. Speed limits.**
  - 4. Number of turning points.**

- I. Support industrial development location at sites of a size which can accommodate the present and future uses and is of a shape which allows for a site layout in a manner which maximizes user convenience, energy conservation, and pedestrian and bicycle access to and within the site.
- J. Promote compatible development and minimize adverse impacts of industrial site development on adjacent properties and the community through the application of design review standards codified in MCC 11.05.7805-11.05.7865.

**Analysis:**

Staff indicated that the non-commercial uses of MCC .5120 generally fit the Light Industry Characteristics in the classification system under Policy 30 E, with the exception that no outdoor storage is allowed. The site slopes at approximately 3% grade to the south, consistent with the location standard for isolated light industrial uses in Policy 30 F. The site access standards are apparently not an issue given that the only requirements after review by the Transportation Planning section are for deed restrictions committing the property owner to participate in future right-of-way improvements, and allowance for one driveway to Dodge Park Blvd. Policy 30 J. would be satisfied on completion of Design Review for the entire project.

Policy (30)g requires "isolated light industrial" uses to have "direct access to a collector street without sending traffic through neighborhood streets". SE Dodge Park Boulevard is classified as a rural collector.

Policy 30(g) determines what the vehicular access requirements are for particular types of industrial development, based upon their scale. Under the provisions of Policy 30(g), isolated light industrial uses are "required" to have direct access to a collector street. Applicant contends that this proposed development would have direct access to Dodge Park Boulevard, a *rural collector traffic* way, and it therefore satisfies Policy 30g.

The applicant has not addressed Policy 30 I., which is an important site suitability policy. It is not clear how the proposed development maximizes user convenience, and pedestrian and bicycle access to and within the site. The plan as proposed relies on shared parking areas which are scattered around the site. The opponents testified that the site design did not provide sufficient room to allow a turning radius for trucks with semi trailers. That would have a significant negative impact on user convenience. No provisions are indicated for pedestrian access from parking areas to business spaces, or from business to business.

**Policy No. 36, Transportation System Development Requirements:**

**The County's Policy is to increase the efficiency and aesthetic quality of the trafficways and public transportation by requiring:**

- A. The dedication of additional right-of-way appropriate to the functional classification of the street given in Policy 34 and Chapter 11.60.
- B. The number of ingress and egress points be consolidated through joint use agreements,
- C. Vehicular and truck off-street parking and loading areas,
- D. Off-street bus loading areas and shelters for riders,
- E. Street trees to be planted,
- F. A pedestrian circulation system as given in the sidewalk provisions, Chapter 11.60,
- G. Implementation of the bicycle corridor capital improvements program,
- H. Bicycle parking facilities at bicycle and public transportation sections in new commercial, industrial and business developments, and
- I. New streets improved to County standards in unincorporated County may be designated public access roads and maintained by the County until annexed into a city, as stated in Ordinance 313.

**Analysis:**

Applicant is willing to commit to the future improvement of the abutting public roads through deed restrictions. Those future improvements would include sidewalks, curbs and additional paving in the right-of-way adjacent to the subject property.

This transportation system policy includes public transportation, however the site is not served by public transportation. Under Policy 36 A., no additional right-of-way is required, the location of the proposed use does not lend itself for a joint use access with the towing yard to the west as indicated in B. The off street parking policy of C. is implemented by the provisions of the Off-Street Parking subdistrict, addressed elsewhere in this opinion. The street tree policy of E. is implemented in the Design Review ordinance. The other sub-policies do not apply. The applicant has met the requirements of this policy.

**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.

**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 adjacent lands.

**ENERGY AND COMMUNICATIONS**

- H. There is an adequate energy supply to handle levels projected by the plan; and
- I. Communications facilities are available.

**Analysis:**

The water disposal system standard which applies to the request is "B.", that a public water system is available and a septic system can be approved by DEQ. Both are true, however neither may be adequate for the mix of business uses proposed. As discussed under conditional use criterion (4) in part C. of this report, the public water available to the site is inadequate for fire fighting needs, and the septic system is limited to residential strength waste and has volume limitations. The applicant has repeatedly indicated that some of the proposed uses may involve car detailing, engine repair, or machine shop. They are uses which involve toxic or hazardous substances such as paint, solvent, oil, and various other chemicals. The proposed uses do not appear to be consistent with a septic system that is designed for residential strength waste.

The drainage standard of F. appears to be the only one applicable in this section since no stormwater system exists in the area, nor are there any adjacent surface water bodies, and the topography does not appear to direct runoff to adjacent properties. No information has been submitted to demonstrate that water run-off can be handled on site, and this is a requirement which must be satisfied prior to development. The scope of the project indicates that a Grading and Erosion Control Permit will be required prior to issue of Building Permit, and this requirement can be addressed at that time.

**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 with the standards of the jurisdiction providing police protection.**

**Analysis:**

The property is located in the Orient School District, which will not have to accommodate any additional student enrollment as a result of approval of this request. Multnomah County Fire District No. 10 provides fire protection, and the Multnomah County Sheriff's Office provides police protection.

The fire district response indicated on the service provider form is that water pressure and flow is not adequate unless an on-site reservoir and hydrant connected to the Lusted Water District are provided. The applicant has indicated an area of the site plan which he maintains is adequate to provide the necessary reservoir. The school district has received mailed notice and opportunity to comment on this request, and the property is within the service area of the Multnomah County Sheriff. A finding can be made that this criteria is met.

**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:**

Dodge Park Blvd. is not designated as a bicycle corridor on the Bikeways Plan Map. The manufacturing/warehousing nature of the proposed use suggests outdoor recreation areas are not appropriate, although a landscaped area for employee use would be a benefit. Bicycle parking facilities are appropriate in developments intended to provide local employment and which are not served by public transit. No bicycle parking facilities are indicated on the site plan, however it appears that a covered area for this purpose could be provided. A finding can be made that this policy has been given appropriate consideration.

## **E. Off-Street Parking/Design Requirements**

### **MCC 11.15.2266 Off-Street Parking and Loading**

**Off-street parking and loading shall be provided as required by MCC .6100 through .6148.**

#### **Analysis:**

The Rural Center zoning ordinance provision set forth above requires that off-street parking and loading be provided. The applicant has not submitted any written justification of how the off-street parking requirements can or will be met. The information available is in the description of the proposal and site plan. While many of the design and dimensional details required by the ordinance can be evaluated during the required Design Review phase of the permitting process, the applicant has not provided enough information to justify a finding that off-street parking and loading requirements can be met.

### **MCC 11.15.6126 Design Standards: Scope**

- (A) The design standards of this section shall apply to all parking, loading, and maneuvering areas except those serving a single or two-family residential dwelling or mobile home on an individual lot.**
- (B) All parking and loading areas shall provide for the turning, maneuvering and parking of all vehicles on the lot. After July 26, 1979 it shall be unlawful to locate or construct any parking or loading space so that use of the space requires a vehicle to back into the right-of-way of a public street.**

#### **Analysis:**

The site plan is intended to provide adequate turning, maneuvering and parking on the subject parcel, and there are few alternatives to meeting this requirement because Dodge Park Blvd. has no room for on-street parking. The parking design avoids the need to back onto the street by connecting the parking area to the street with a 20' wide paved drive. The number of parking spaces needed to provide for parking of all used by the maximum of 20 persons employed at the site is 20. This does not allow for any loading areas, or space for occasional sales or other visits to businesses at the site. With several of these uses, i.e., auto detailing, and car repair, it would be reasonable to anticipate the need to park cars that had been repaired or detailed outside the buildings until the owners picked up the cars. A broad estimate of the number of parking and loading spaces needed is included in the findings under 11.15.6142 Minimum Required Off-Street Parking Spaces. The applicant has designed his building and parking to rely on approval of a major variance in order to locate a portion of the needed parking within the front setback area. Without the variance, it does not appear that the parking requirements can be met.

**MCC 11.15.6128 Access**

- (A) Where a parking or loading area does not abut directly on a public street or private street approved under MCC 11.45, the Land Division Chapter, there shall be provided an unobstructed paved drive not less than 20 feet in width for two-way traffic, leading to a public street or approved private street. Traffic directions therefore shall be plainly marked.
- (B) Parking or loading space in a public street shall not be counted in fulfilling the parking and loading requirements of this section. Required spaces may be located in a private street when authorized in the approval of such private street.

**Analysis:**

The site plan shows the connection to Dodge Park Blvd. via a 20' side drive.

**MCC 11.15.6130 Dimensional Standards**

- (A) Parking spaces shall meet the following requirements:
  - (1) At least 70% of the required off-street parking spaces shall have a minimum width of nine feet, a minimum length of 18 feet, and a minimum vertical clearance of six feet, six inches.
  - (2) Up to 30% of the required off-street parking spaces may have a minimum width of eight-and-one-half feet, a minimum length of 16 feet, and a vertical clearance of six feet if such spaces are clearly marked for compact car use.
  - (3) For parallel parking, the length of the parking space shall be 23 feet.
  - (4) Space dimensions shall be exclusive of access drives, aisles, ramps or columns.
- (B) Aisle width shall be not less than:
  - (1) 25 feet for 90 degree parking,
  - (2) 20 feet for less than 90 degree parking, and
  - (3) 12 feet for parallel parking.
  - (4) Angle measurements shall be between the center line of the parking space and the center line of the aisle.
- (C) Loading spaces shall meet the following requirements:



(1)	<u>District</u>	<u>Minimum Width</u>	<u>Minimum Depth</u>
	LM, GM, HM	12 Feet	60 Feet
	GC, EC, SC	12 Feet	35 Feet
	All Others	12 Feet	25 Feet

**Minimum vertical clearance shall be 13 feet.**

**Analysis:**

The site plan submitted by the applicant does not specify all dimensions of all spaces, but those illustrated are in dimensional compliance. The aisle widths for parallel and 90 degree parking appear adequate on the plan. No loading spaces are indicated on the plan.

**MCC 11.15.6132 Improvements**

**(A) Surfacing**

**(B) Curbs and Bumper Rails**

- (1) All areas used for parking, loading, and maneuvering of vehicles shall be physically separated from public streets or adjoining property by required landscaped strips or yards or in those cases where no landscaped area is required, by curbs, bumper rails or other permanent barrier against unchanneled motor vehicle access or egress.

- (C) Marking - All areas for the parking and maneuvering of vehicles shall be marked in accordance with the approved plan required under MCC .6108, and such marking shall be continually maintained.

- (D) Drainage - All areas for the parking and maneuvering of vehicles shall be graded and drained to provide for the disposal of all surface water on the lot.

**Analysis:**

The improvements of surfacing, curbing, and marking will all be implemented during the Design Review process when a detailed parking plan is reviewed. The drainage and on-site disposal required under (D) should utilize a grease and oil separator at the parking lot inlet in order to capture some of the parking lot pollutants from stormwater. I find that this criteria can be met.

**MCC 11.15.6134 Lighting**

Any artificial lighting which may be provided shall be shielded or deflected so as to not shine into adjoining dwellings or other types of living units, and so as not to create a hazard to the traveling public on any street.

**Analysis:**

The applicant has not included any lighting plan. This requirement could be implemented through Design Review.

**MCC 11.15.6138 Design Standards: Setbacks**

- (A) Any required yard which abuts upon a street lot line shall not be used for a parking or loading space, vehicle maneuvering area or access drive other than a drive connecting directly to a street.
- (D) A required yard which abuts a street lot line shall not be paved, except for walkways which do not exceed 12 feet in total width and not more than two driveways which do not exceed the width of their curb cuts for each 150 feet of street frontage of the lot.

**Analysis:**

The required front yard in the RC zone is 30'. The applicant's parking plan shows the majority of the setback area used for parking, and is therefore not in compliance with the standards of this section. The applicant has requested a variance to the setback standard to allow the proposed plan. The request for variance has been denied. Therefore, the setback design standard has not been met.

**MCC 11.15.6142 Minimum Required Off-Street Parking Spaces**

**(C) Retail and Office Uses**

- (2) Service and Repair Shop and Retail Store handling bulky merchandise, such as automobiles and furniture – One space for each 600 square feet of gross floor area.
- (3) Bank or Office, including Medical and Dental – One space for each 300 square feet of gross floor area.

**(E) Manufacturing and Storage**

- (1) Manufacturing – One space for each two employee positions on the largest shift, or one space for each 800 square feet of non-storage gross floor area, whichever is greater.
- (2) Storage – One space for each 5,000 square feet of storage area for the first 20,000 square feet, plus one additional space for each additional 50,000 square feet.

**(F) Unspecified Uses**

**Any use not specifically listed above shall have the requirements of the listed use or uses deemed most nearly equivalent by the Planning Director.**

**Analysis:**

The proposed development and use is a multi-use facility which will have higher parking needs than any of the single use businesses specifically listed in the ordinance. The higher parking needs arise from several aspects of the use including individual offices for each business as opposed to one office area for a larger business, a higher minimum number of employees per square foot of business area due to twelve business entities, and the potential need for loading space for multiple small businesses. No estimate of the number of truck trips for shipping or delivery is provided by the applicant. In addition, the number of parking and loading spaces needed is difficult to determine with the broad range of uses allowed.

The applicant indicates that the number of employees or owner/employees will be a maximum of 20 persons employed at the site in a maximum of 12 businesses. Yet the number of the businesses and the proposed uses appear to require more than 20 employees. No on-street parking is available, and the property is not served by public transportation. The list of potential businesses in MCC .5120 has been reduced to not allow the highest traffic/commercial types of uses, and the remaining potential uses include repair, contractor, and other uses which will require some customer and sales or other business office related parking. If the requirements for service and repair shop parking were applied to each separate use, 29 spaces would be required. The applicant has no information about whether parking space for business delivery or service vehicles will be needed.

An estimate of the parking requirements should be made in order to find whether the off-street parking and loading ordinance requirements can be met. In the staff report, staff estimated that each of the business would need a minimum of two spaces for employees, one for an office space and one for an employee or partner. That would be 24 spaces. Any space larger than 1,200 square feet should meet the minimum requirement for the type of use. Staff estimated the number of spaces needed for parking is 27 based on the configuration in the plan. I estimate 29 spaces are required. In addition, some amount of loading space will be required. Without the variance, parking spaces will be eliminated and the minimum number of parking spaces necessary will not be satisfied on site.

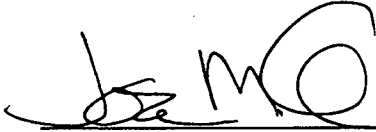
## CONCLUSION

Based on the findings and the substantial evidence cited or referenced herein, I conclude that the Major Variance Request should be denied.

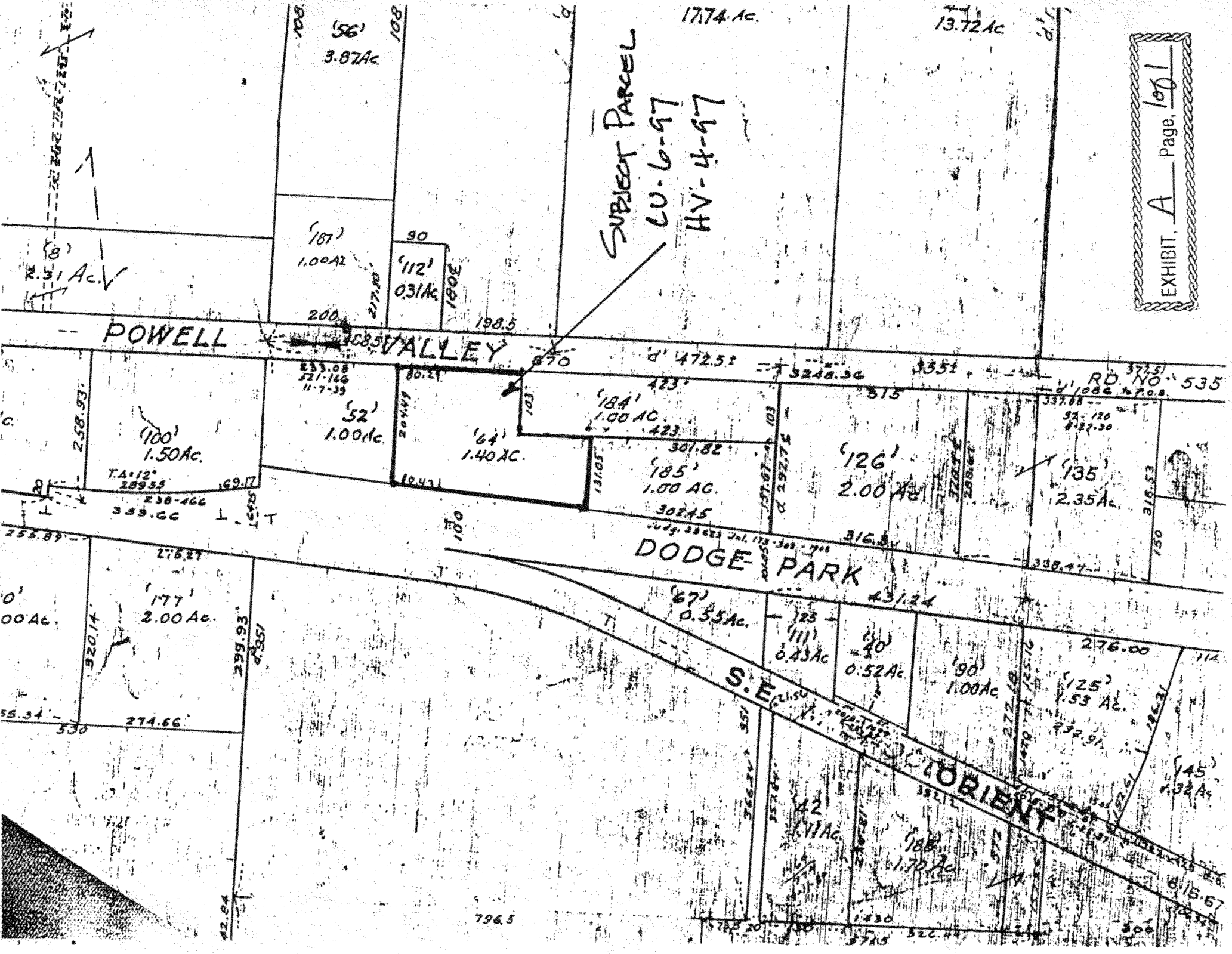
The site plan as designed proposes a complete variance from the 30 foot front yard setback. Without the variance, the site does not support a facility as large as the one proposed. Since there is no basis for approving the variance, and the site plan and conditional use are so closely tied thereto, I find I cannot approve the request for a conditional use.

Accordingly, the request for a conditional use approval and the request for a major variance are both denied.

IT IS SO ORDERED, this 9th day of July, 1997.

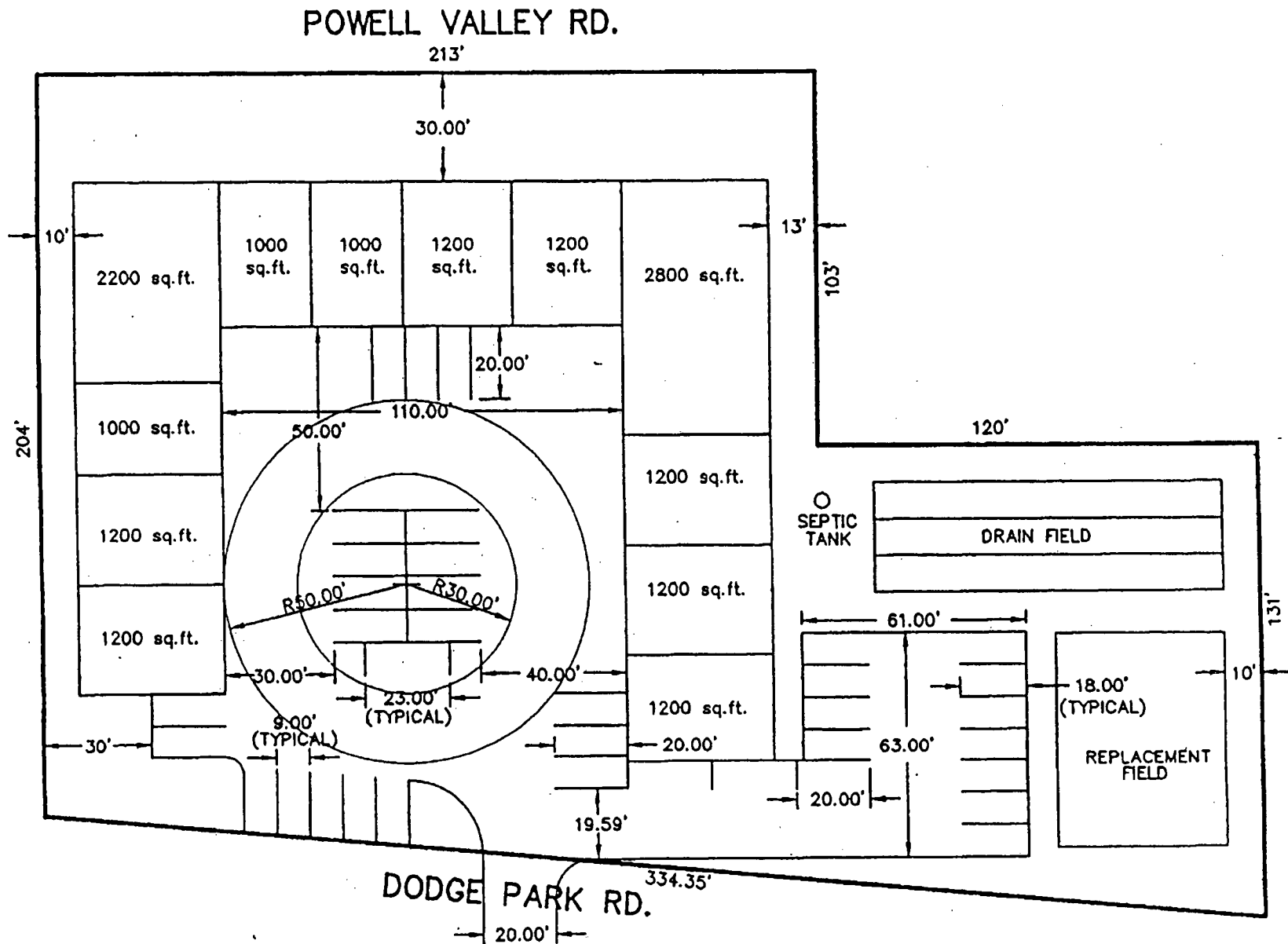
A handwritten signature in black ink, appearing to read 'Joan M. Chambers', is written over a horizontal line.

JOAN M. CHAMBERS, Hearings Officer



MULTIPLIPLY COUNTY  
PLANNING SECTION

EXHIBIT, B Page, 1 of 1



## **CU 6-97 and HV 4-97 Application Timeline:**

Application received with full fees: 4/7/97

Applicant deems application complete: 5/6/97    **Begin "120 day timeline"**

Staff Report available: 6/11/97

Public Hearing before Hearings Officer: 6/18/97    **Day 43**

## **List of Exhibits for CU 6-97 and HV 4-97**

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

- A1 Conditional Use App. Form
- A2 Variance App. Form
- A3 CU Narrative/Site Plan (5 pgs)
- A4 Variance Narrative/Site Plan (3pgs)
- A5 Letter of Authorization from Robert Hoover, Property Owner, 11/22/96
- A6 Service Provider Forms
- A7 5/6/97 Submittal including; Revised site plan, property owner variance consent petition, updated water district service provider form.

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

- B1 5/28/97 Notice of Public Hearing
- B2 5/29/97 Amended Notice of Public Hearing
- B3 Affidavit of Posting 6/9/97
- B4 Incomplete Letter 5/2/97

### **"C" Staff Report**

- C1 CU 6-97, HV 4-97 Staff Report, 6/18/97

### **"D" Agency Comment**

- D1 Transportation/Right-of-way 1/30/97 comment.

### **"E" Documents Submitted at 6/18/97 Public Hearing:**

- E1 Final Order CU 9-94
- E2 \_\_\_\_\_
- E3 \_\_\_\_\_

MEETING DATE: JUL 24 1997

AGENDA NO: C-2

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, THELMA OWENS, for completion of Contract #15675 (Property repurchased by former owner).

Deed D971496 and Board Order attached.

8/8/97 ORIGINAL DEED & COPIES OF ALL TO  
VANESSA WATKA

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 JUL 15 PM 12:17

#### SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: *K. A. Tuneberg* *L. E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed D971496                     )  
Upon Complete Performance of a Contract               )  
with THELMA OWENS   )

ORDER  
97-150

WHEREAS, on March 6, 1992, Multnomah County entered into a contract with THELMA OWENS for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 14, CLIFFORD ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

DATED this 24th day of July, 1997.

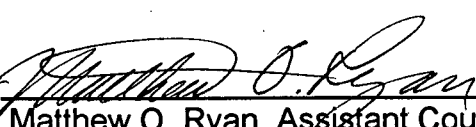


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971496

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THELMA OWENS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 14, CLIFFORD ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,709.15.

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

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

THELMA OWENS  
4722 N BORTHWICK AVE  
PORTLAND, OR 97217

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of July, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:

Kathy Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg

Kathleen A. Tuneberg

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

STATE OF OREGON

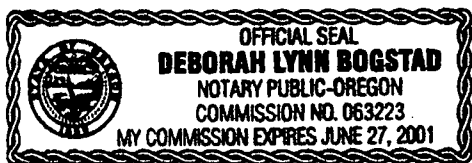
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 24th day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 24 1997  
AGENDA NO.: C-3  
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Revenue Agreement with Mt. Hood Community College

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: Carol Cole\* TELEPHONE #: 248-5157

BLDG/ROOM #: 403

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Intergovernmental Revenue Agreement 200318 with Mt. Hood Community College to provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program. (Renewal)

8/8/97 ORIGINALS to Karen Garber

97 JUL 15 PM 12:11  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

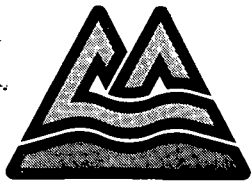
ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Billi Degeard / R

**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:** July 9, 1997  
**To:** Board of County Commissioners  
**From:** Billi Odegaard, Director, Health Department *Billi*  
**Subject:** Contract #200318 with Mt. Hood Community College Head Start

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200318 with Mt. Hood Community College Head Start for the period August 11, 1997, through June 30, 1998.
- II. Background/Analysis: This agreement has been renewed annually since 1992. The Health Department will continue to provide a 0.5 FTE Community Health Nurse who will participate as a member of the Mt. Hood Community College Head Start staff. Services will include client assessments and health screenings, case management, training and education for staff and parents, and program planning.
- III. Financial Impact: Mt. Hood Community College Head Start will reimburse the County \$31,263 for services provided.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other community agencies in the provision of health care.
- VII. Citizen Participation: The Mt. Hood Head Start program has a citizen advisory board which consists of parents of students, and a health advisory committee which consists of health care providers from the community.
- VIII. Other Government Participation: The Multnomah County Department of Community and Family Services contributes two mental health providers to the Head Start staff. The Health Department is also working collaboratively with the Head Start program to provide WIC certification, lead screening and developmental assessments as part of the East County and Mid County Caring Community Efforts.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 200318

Previously Approved Contract Boilerplate: ☒ [X] Attached ☐ [ ] 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 checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> <u>C-3</u> <b>DATE</b> <u>7/24/97</u></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: 7/9/97

Contract Originator: Carol Cole Phone: x22480 Bldg/Room: 403

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

County will provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program.

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

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

Original Contract No. 200743\* (FOR RENEWALS ONLY) \*Then 201054, 200485; 200476, 200037

<p>Contractor Name: <u>Mt. Hood Community College</u></p> <p>Mailing Address: <u>Head Start Program</u></p> <p style="text-align: center;"><u>10100 NE Prescott Street</u></p> <p style="text-align: center;"><u>Portland, OR 97220</u></p> <p>Phone: <u>256-3436</u> (Fax <u>255-8494</u>)</p> <p>Employer ID# or SS#: <u>n/a</u></p> <p>Effective Date: <u>August 11, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: \$ <u>31,263</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Susan Brady, Head Start Director</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 \$ _____ <span style="float: right;"><input type="checkbox"/> [ ] Due on Receipt</span></p> <p><input type="checkbox"/> [ ] Monthly \$ _____ <span style="float: right;"><input type="checkbox"/> [ ] Net 30</span></p> <p><input checked="" type="checkbox"/> [X] Other \$ <u>Quarterly</u> <span style="float: right;"><input type="checkbox"/> [ ] Other</span></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: Belli Obegard Date: 7-11-97

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

(Class II Contracts Only)

County Counsel: Katie Gajens Date: 7/14/97

County Chair/Sheriff: Willy Blum Date: July 24, 1997

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

(Class I, Class II Contracts Only)

VENDOR CODE 629149				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	0480			4040		0361	MHCC Head Start CHN		
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

**INTERGOVERNMENTAL AGREEMENT  
FOR COMMUNITY HEALTH NURSING SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and MT. HOOD COMMUNITY COLLEGE HEAD START, hereafter "MHCCHS."

WITNESSETH:

WHEREAS, MHCCHS requires services which COUNTY's Health Department is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as MHCCHS does hereinafter require, under those terms and conditions set forth; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective August 11, 1997, and shall expire June 30, 1998, unless sooner terminated under the provisions hereof.

2. SERVICES

COUNTY will provide a 0.5 FTE Community Health Nurse to MHCCHS.

A. COUNTY will supervise and evaluate the Nurse with advisement from MHCCHS.

B. The Nurse will be out-stationed at MHCCHS's offices.

C. The Nurse will participate as a member of MHCCHS's staff by providing services as follows:

1) Assessment

- a) Review clients' health history and evaluate potential impact on development and learning ability.
- b) Provide/assist with health screenings as needed.
- c) Provide in-home assessments of family health needs and the home environment.
- d) Observe that health procedures are being followed.
- e) Provide telephone triage of adult and pediatric health problems.

2) Planning

- a) Develop a nursing plan with identified families to meet their health needs.
- b) Participate in multi-disciplinary team staffings.
- c) Establish a schedule to meet with staff at each center to discuss health concerns.

3) Education

- a) Provide health training to MHCCHS's staff as requested.
- b) Provide parent workshops as requested.
- c) Contribute to newsletter about health issues.
- d) Participate in Head Start-related training.

4) Case Management

- a) Provide medical/health case management to identified at-risk families.
- b) Coordinate delivery of service in the home with family visitors.

5) Liaison to COUNTY's Health Department

- a) Maintain an ongoing relationship with and participate in appropriate in-service trainings and staff meetings within the Field Services Division of COUNTY's Health Department.
- b) Act as a liaison to the Communicable Disease Division of COUNTY's Health Department as needed.
- c) Provide, coordinate and/or refer families to special services provided by COUNTY.

3. COMPENSATION

A. MHCCHS agrees to pay COUNTY a maximum of \$31,263 for the performance of those services provided hereunder, which payment shall be subject to the following terms:

- 1) MHCCHS shall reimburse COUNTY quarterly upon receipt of COUNTY's billing invoice.
- 2) Payment terms shall be net 30 days.
- 3) Invoices shall be sent to:

Mt. Hood Community College Head Start  
Attention: Bookkeeper  
10100 NE Prescott Street  
Portland, OR 97220

B. MHCCHS certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to MHCCHS in the amounts anticipated, either MHCCHS or COUNTY may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. MHCCHS will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.



**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

**1. INDEPENDENT CONTRACTOR STATUS**

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

**2. INDEMNIFICATION**

- A. COUNTY shall defend, hold and save harmless MHCCHS, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.
- B. MHCCHS shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of MHCCHS, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

**3. WORKERS COMPENSATION INSURANCE**

COUNTY shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

**4. SUBCONTRACTS AND ASSIGNMENT**

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder without obtaining prior written approval from MHCCHS.

**5. RECORD CONFIDENTIALITY**

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

**6. ACCESS TO RECORDS**

MHCCHS's authorized representatives shall have access, upon reasonable request and during regular office hours, to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**7. ADHERENCE TO LAW**

In connection with their activities under this Agreement, COUNTY and MHCCHS agree to adhere to all applicable federal, state and local laws, including but not limited to laws, rules, regulations and policies concerning equal employment opportunity, affirmative action, workers' compensation, minimum and prevailing wage requirements, and nondiscrimination in service delivery.

**8. AMENDMENTS**

Any modification to the provisions of this Agreement, whether initiated by COUNTY or MHCCHS, shall be reduced to writing and signed by both parties.

9. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

10. EARLY TERMINATION

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term:
  - 1) Immediately by mutual written consent of the parties or at such time as the parties agree; or
  - 2) By either party upon 30 days written notice to the other, delivered by certified mail or in person
- B. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against MHCCHS under this Agreement.
- C. Termination under any provision of this section shall not affect any right, obligation or liability of COUNTY or MHCCHS which accrued prior to such termination.

11. NOTICE OF LITIGATION

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

12. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

13. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

MT. HOOD COMMUNITY COLLEGE  
HEAD START

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

MULTNOMAH COUNTY

By

Beverly Stein, Multnomah County Chair

Date

July 24, 1997

By

Billi Odegaard, Health Department Director

Date

7-11-97

By

Carol Coleman,  
Neighborhood Health Division

Date

7/11/97

REVIEWED:

Multnomah County Counsel

By

Katie Gaetjens, Asst. County Counsel

Date

7/14/97

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 7/24/97  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 24 1997  
AGENDA NO: C-4  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL REVENUE AGREEMENT BETWEEN DCJ AND CLACKAMAS COUNTY

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

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: DCJ DIVISION: \_\_\_\_\_  
CONTACT: Alandria Taylor TELEPHONE #: 248-3968  
BLDG/ROOM #: 311/DJJS

PERSON(S) MAKING PRESENTATION: Meganne Steele and Rich Scott

#### ACTION REQUESTED:

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

#### SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Community Justice and Clackamas County for the delivery of detention services.

8/8/97 ORIGINALS to ALANDRIA TAYLOR

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 17 AM 8:11  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON


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

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

## MEMORANDUM

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director  
Department of Community Justice 

DATE: June 3, 1997

RE: Approval of an Intergovernmental Revenue Agreement Regulating  
Delivery Of Detention Services Between Multnomah County  
Department of Community Justice (DCJ) And Clackamas County

---

- I. RECOMMENDATION/ACTION REQUESTED: The Department of Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement between Clackamas County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Clackamas County juvenile justice system in need of secure custody.
- II. BACKGROUND/ANALYSIS: Juvenile Justice has contracted with Clackamas County Juvenile Department, for more than sixteen (16) years to offer detention services in the Trio-County area for counties which do not have a detention facility.
- III. FINANCIAL IMPACT: This Agreement stipulates payment by Clackamas of \$673,118 to be paid to Multnomah County for the exclusive use of fourteen (14) guaranteed bed spaces. This rate represents \$110.18 for original 10 guaranteed beds and \$159.19 per bed per day for the additional four (4) beds guaranteed under this contract. If the required bed space exceeds the guaranteed fourteen (14), the rate for each additional bed will be \$159.19 per day. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

INTERGOVERNMENTAL REVENUE AGREEMENT  
CLACKAMAS COUNTY

Page 2

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICIES: This Agreement supports the Department's philosophy of offering detention services in the Trio-County area for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700028

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 type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-4 DATE 7/24/97</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>
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Department: Juvenile and Adult Community Justice

Date: June 3, 1997

Contract Originator: Rich Scott

Phone: 248-3798

Bldg/Room: 311/D

Administrative Contact: Alandria Taylor

Phone: 248-3968

Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement allows Clackamas County the exclusive use of 14 bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Clackamas County juvenile justice system.

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)

<b>Contractor Name:</b> <u>CLACKAMAS COUNTY</u> <b>Mailing Address:</b> <u>2121 Kaen Road</u> <u>Oregon City, Oregon 97045</u>  <b>Phone:</b> <u>655-8342</u> <b>Employer ID# or SS#:</b> _____ <b>Effective Date:</b> <u>July 1, 1997</u> <b>Termination Date:</b> <u>June 30, 1998</u> <b>Original Contract Amount:</b> \$ <u>673,118</u> <b>Total Amt of Previous Amendments:</b> \$ _____ <b>Amount of Amendment:</b> \$ _____ <b>Total Amount of Agreement:</b> \$ <u>673,118</u>	<b>Remittance Address (if different)</b> _____  <b>Payment Schedule</b> <span style="float: right;"><b>Terms</b></span> <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 \$ _____ <b>Encumber:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

**REQUIRED SIGNATURES:**

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

Date: 7-8-97

Purchasing Manager:  
(Class II Contracts Only)

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

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

Date: 7-16-97

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

Date: July 24, 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	100	022	2720			2704		CLBD	CLACKAMAS	\$ 551,993	
02	100	015	0950			2704		CLBD	CLACKAMAS	\$ 121,125	
03											

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

**DISTRIBUTION:** Original Signatures - Contract Administration, Initiator, Finance

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR DELIVERY  
OF DETENTION SERVICES AND FACILITY OPERATION AND MAINTENANCE**

THIS AGREEMENT, made and entered into by and between the County of Clackamas, hereinafter referred to as Clackamas, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clackamas as described below. This Agreement also covers operation and maintenance of the physical Premises. The following provision shall comprise this Agreement:

**I. RECITATIONS**

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of Multnomah County Juvenile Justice Complex.
- C. Clackamas wishes to utilize the Premises in the juvenile justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Clackamas County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Clackamas and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

**II. SERVICES TO BE PROVIDED**

- A. Multnomah County shall perform as follows:
  - 1. Admission Services



INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1997 to June 30, 1998

Page 2

- a. Any youth subject to the Jurisdiction of the Clackamas County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Clackamas County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.
- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirement of the facility regulations pertaining to the Juvenile Justice Complex where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Fourteen (14) Bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis through June 30, 1998.
- d. Any requirement of Clackamas for bed space in excess of fourteen (14) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.
- e. In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court of competent jurisdiction and that juvenile resident of Clackamas is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clackamas pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or other wise pursuant to this Agreement, unless the conditions are appropriate as outlined, except as described (on page 2, 1e).

# INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1997 to June 30, 1998

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- g. Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of the Agreement.

## 2. Supervision Services

- a. An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interest of the total facility population and operation.
- b. Clackamas juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Clackamas juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clackamas for purposes of tracking progress of Clackamas toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Clackamas detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clackamas shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Clackamas with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clackamas juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Clackamas, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those Clackamas juveniles detained in Multnomah pursuant to the Agreement. It shall be the responsibility of Clackamas to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Clackamas harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

4. Operation and Maintenance Services

- a. Multnomah shall operate and maintain the Premises. Service for which Multnomah is responsible shall include management, repair, replacement and maintenance, security services, janitor service, groundskeeping, power, gas, lighting, heating, air conditioning, water, other utility services and garbage collection.

B. Clackamas shall perform as follows:

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.

## INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1997 to June 30, 1998

Page 5

2. Clackamas shall provide or arrange all non-emergency transportation of Clackamas residents once the juvenile has been delivered by law enforcement officers.
3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Clackamas.
6. Clackamas shall be responsible for providing any of the usual counseling services required for Clackamas juveniles placed with Multnomah pursuant to this agreement.
7. Clackamas shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Clackamas juveniles.

### C. Compensation Rates and Mode of Payment

1. For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$673,118 for the provision of fourteen (14) guaranteed beds (including O&M) and for program services and care. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$224,372 payable on October 1, 1997, February 1, 1998, and June 1, 1998. This rate represents \$110.18 for first 10 guaranteed beds, excluding O&M costs, and \$159.19 per bed per day for the additional four (4) beds, including O&M costs guaranteed under this contract.

INTERGOVERNMENTAL COOPERATION AGREEMENT  
July 1, 1997 to June 30, 1998  
Page 6

2. If Clackamas requires bed space in excess of the fourteen (14) described above, the rate for each additional bed shall be \$159.19 per day. Clackamas will be required to pay for such additional beds only for those days on which the combined Clackamas Washington County population exceeds twenty-eight (28).
3. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
4. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.
5. Clackamas shall pay to Multnomah during the term of the Agreement its proportionate share of the actual costs incurred by the Department of Juvenile Justice for maintenance and operating services in the detention areas of the complex. Costs to the Department of Juvenile Justice Services are established through the Multnomah County's Facilities Fund client charges for that year. Client charges net of debt service, will be totaled for all detention related areas of the complex and then that total will be divided by the number of beds using those services to determine a daily per bed rate. The daily per bed rate for health services will be calculated separately from that for other detention related uses in the building.

Multnomah County's bill for these operations and maintenance costs will be included with the routine billing for beds and program services and care. The billing shall be based upon the County's established rate structure and shall not exceed \$38,535 for the term of the agreement

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Clackamas for any purpose.

INTERGOVERNMENTAL COOPERATION AGREEMENT  
July 1, 1997 to June 30, 1998  
Page 7

- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah County's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1997 through June 30, 1998, and shall renew annually, unless modified or terminated according to the terms of this Agreement.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
  - 1. Either county may unilaterally terminate this Agreement on six months written notice; Multnomah County agrees to guarantee Clackamas County continuous use of 14 beds as described in this agreement through June 30, 1998 as long as the provisions of this Agreement are met.

In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, 1998, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed fourteen (14) bed rate as agreed for a period extending

six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement; whether or not the beds are used by Clackamas County.

3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January 1, 1998, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under the terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.
4. As sited in the Sublease Agreement section 20b entitled Termination (see attachment A) and incorporated herein:
  - b. If the Lease is terminated due to a non-appropriation by lessor as provided in the Lease, then this sublease shall terminate. Lessee shall be entitled to a pro rata reimbursement as determined through Exhibit "B".
5. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Clackamas County by March 1, 1998 and for the following fiscal year.
6. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals laundry, Corrections Health, facility space and related maintenance and other costs.

#### VI. MISCELLANEOUS PROVISIONS

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clackamas and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

July 1, 1997 to June 30, 1998

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- C. This Agreement shall not affect the rights and obligations of the twenty (20) year lease (#93-1093) Agreement Dated August 1, 1992 between Multnomah and Clackamas.



INTERGOVERNMENTAL COOPERATION AGREEMENT  
July 1, 1996 to June 30, 1997  
Page 10

IN WITNESS THEREOF, the parties have hereto caused, the Agreement to be executed  
on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by their duly-  
authorized officers as of the day and year first hereinabove written.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

July 24, 1997  
Date

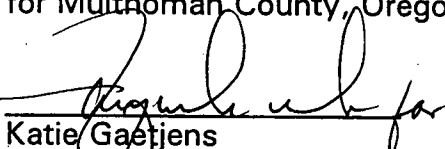
Board of County Commissioners  
CLACKAMAS COUNTY, OREGON

\_\_\_\_\_  
Clackamas County Chair

\_\_\_\_\_  
Date

Reviewed By:

SANDRA DUFFY, Acting County Council  
for Multnomah County, Oregon

  
Katie Gaetjens  
Assistant County Council  
for:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

Date: July 16, 1997

  
Elyse Clawson, Director  
Department of Community Justice

\_\_\_\_\_  
Clackamas County Counsel

Date: 7-8-97

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

  
Rich Scott, Detention Manager

\_\_\_\_\_  
Date

Date: 6-13-97

Intergovernmental Cooperation Agreement  
June 2, 1997 Clackamas County

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 7/24/97  
DEB BOGSTAD  
BOARD CLERK

## MULTNOMAH COUNTY JUVENILE DETENTION

## SUBLEASE AGREEMENT

THIS AGREEMENT entered into in accordance with ORS Chapter 190 this 14 day of October, 1993, between Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred to as "Lessor," and Clackamas County, subdivision of the State of Oregon, hereinafter referred to as "Lessee":

## WITNESSETH:

WHEREAS, Lessor has entered into a Lease-Purchase and Escrow agreement (the "Lease" herein) dated as of August 1, 1992, which delegates Lessor to construct, occupy, and operate a Juvenile Justice Complex (the "Complex" herein) situated in the City of Portland, County of Multnomah, State of Oregon.

WHEREAS, Lessor and Lessee wish to enter an Agreement to sublease ten (10) bed spaces in the Complex for a guaranteed period of 20 years from the Lessor.

WHEREAS, the Bank of America, Oregon, acting as Trustee under the Lease (hereinafter "Trustee") has approved Lessor's proposal to sublet a portion of the detention space within the Complex described below and known as "The Premises", and,

WHEREAS, It is the intention of the parties that at the end of the 20 years, Lessee will have an option to renegotiate this lease agreement.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES

Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor upon the terms, conditions, and covenants hereinafter set forth, ten (10) bed spaces in the detention area within the Complex (the "Premises" herein). The location of the Premises is outlined in red on exhibit "A". The Premises shall be finished by Lessor at Lessor's expense including specialized detention construction. As used in this Agreement, the term "Complex" is the entire Juvenile Justice Facility. The term "premises" relates to the entire detention space within the Complex subject to this lease.

2. TERM

Except as otherwise provided herein, the term and duration of this sublease shall be 20 years. The term of the sublease shall commence on October 1, 1993, and terminate June 30, 2013.

3. SUBLEASE

Lessee shall pay Lessor the sum of Seven Hundred Fifth Thousand Dollars (\$750,000) as sublease payment. The lump sum sublease payment amount is for ten (10) bed spaces in the Premises and is for the entire term of this lease.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 2

4. ALLOCATION OF OPERATING AND MAINTENANCE COSTS

- A. In addition to the sublease payment provided in Section 3, Lessee shall pay to Lessor during the sublease term the same amount per bed space as paid by the Lessor for operating and maintaining the Premises, not to exceed 7.81% of the actual costs of operating and maintaining the premises as set forth in Subsection B. of this section below. On commencement of the sublease term and by each January 1 during the sublease term, Lessor shall notify Lessee in writing of the estimated annual amount to be paid by Lessee for operating and maintenance costs. Lessee shall pay Lessor such estimated amounts, prorated if appropriate on commencement of the term of this sublease in three equal payments on October 1, February 1, and June 1 in each year this sublease is in force, Lessor from time to time, by written notice to Lessee, may change the estimated amount to be paid on the dates stated above for such payments based upon Lessor's actual costs and expenses. Lessor shall within forty-five (45) days following the end of each fiscal year, furnish Lessee a statement showing in reasonable detail the actual costs and expenses of operating and maintaining the building during the preceding year (or partial year) together with a computation of the charge or credit to the Lessee for any difference between actual costs and estimated costs paid by Lessee for such period. Lessee shall pay Lessor any excess amount due within thirty days after Lessor gives notice thereof. If Lessee has made estimated payments in excess of actual costs, the excess payments shall be credited against subsequent operating and maintenance costs due hereunder.
- B. The actual costs of operating and maintaining the Premises shall include the costs of management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance maintained by Lessor.
- C. The delivery of detention services including, but not limited to, Admission, Supervision, and Release services shall be covered under a separate intergovernmental agreement subject to annual agreement.

5. DEFAULT BY LESSEE

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 3

If (a) Lessee shall fail to pay operating and maintenance costs payable hereunder within 30 days from the date such sublease payment or operating and maintenance costs are payable, or (b) Lessee shall fail to keep any other term, covenant, or condition herein, or (c) Lessee shall abandon or vacate the Premises without the consent of Lessor, or (d) Lessee's interest in this sublease or any part thereof shall be assigned or transferred without the consent of Lessor, either voluntarily or by operation of law, then, in any of such events, Lessee shall be deemed to be in default hereunder.

If Lessee should, after written notice, fail to remedy any default with all reasonable dispatch, not exceeding 30 days, then Lessor shall have the right, at its option, without any further demand or notice (a) to terminate the sublease and to re-enter the Premises and eject all parties in possession therefrom, or (b) to re-enter the premises and eject all parties therefrom, and without terminating the sublease relet the Premises, or any part thereof, upon such terms and conditions as Lessor may deem advisable, in which event the sublease payments received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commissions actually paid, and the balance shall be applied toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor, including, but not limited to, the right to recover sublease payment as it becomes due without terminating this sublease or Lessor's right to possession of the Premises. Any re-entry shall be allowed by Lessee without hindrance, and lessor shall not be liable in damages for any such re-entry or be guilty or trespass.

6. LATE PAYMENT OF OPERATING COSTS

Any installment of operating and maintenance costs due to Lessor from Lessee not paid when due, shall bear interest at the rate of interest earned by Multnomah County's Local Government Investment Pool Account # 4017 from the due date until paid. Notwithstanding any dispute between Lessee and Lessor, Lessee shall make all payments when due and shall not withhold any payments pending the final resolution of the dispute. In the event of a determination that Lessee was not liable for payments or any portion thereof, the payments, or any excess as the case may be, together with interest on those payments in excess of payments at the rate of interest as earned by the Local Government Investment Pool, shall be credited against subsequent operating and maintenance costs due hereunder.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 4.

7. NON-APPROPRIATION OF OPERATION AND MAINTENANCE PAYMENT

Notwithstanding any other provision of this sublease, this sublease shall terminate without penalty to Lessor in the event the Board of County Commissioners of Lessee shall fail as of July 1 of any fiscal year to appropriate sufficient funds for operation and maintenance costs payments to come due during the fiscal year.

In the event of such termination, Lessee immediately shall surrender the Premises to Lessor. Thereafter, neither party shall have any obligation to the other under this sublease.

8. USE

Lessee shall use said premises for juvenile detention and for no other purposes.

9. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign this sublease or any interest hereunder; shall not permit any assignment hereof by operation of law; shall not subrent or sublet the Premises or any portion thereof, and shall not permit the use or occupancy of the premises by other than Lessee and its agents and employees, without first obtaining the written consent of Lessor and any other current Lessee, which consent shall not be unreasonably withheld or delayed.

10. LIABILITY FOR INJURY AND DAMAGE

A. Mutual Defense and Indemnity Clause

1. It is understood that Lessee and Lessor are both self-insured public bodies in the State of Oregon. Both Lessee and Lessor are subject to the Oregon Tort Claims Act, ORS 30.265, et seq.; however, if Lessee or Lessor are no longer self-insured, then Lessor shall maintain comprehensive general liability and property damage insurance including automobile liability insurance that protects Lessee and Lessor and its officers, agents, and employees from any and all risks, claims, demands, actions, and suits for damage to property including, without limitation, cracking or breaking of glass, or personal injury, including death, arising from Lessee's use of or any condition of the Premises. The insurance shall protect Lessor against the claims of Lessee on account of the obligations assumed by Lessor under the indemnification clause and shall protect Lessor and Lessee against claims of third persons. The insurance shall provide coverage for not less than \$200,000 for personal injury to

MULTNOMAH COUNTY JUVENILE DETENTION  
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each person, \$500,000 for each occurrence, and \$500,000 for occurrences involving property damage; or a single-limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this lease. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured Lessor and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued with Lessor named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days' written notice first being given to the Lessor's Risk Manager. If the insurance is canceled or terminated prior to termination of the lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Lessee.

2. Lessor and Lessee each agree, as to the other, to defend, indemnify and save harmless the other's officers, agents, and employees from and against all claims and actions and all expenses incidental to the investigation and defense of claims arising out of or as a result of damage or injuries to persons or property caused by errors, omissions, fault or negligence of the indemnifying County or that County's Employees.
3. This Agreement is expressly subject to the debt limitation for Oregon Counties set forth in Article 11, Section 10, of the Oregon Constitution and the Oregon Tort Claim Act, ORS 30.265, et seq.

11. BUILDING REGULATIONS

Lessor, for the proper maintenance of the Premises within the Complex, the rendering of good service, and the providing of safety, order, and cleanliness may make and enforce building regulations appropriate for such purposes, but not in enlargement of or inconsistent with the terms, covenants and material conditions of this sublease.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 6

12. WAIVER OF BREACH OF COVENANT

No waiver of any breach of any covenant, term, or condition of this sublease shall be effective unless in writing. No waiver of any one breach shall be a waiver of any other breach.

13. MODIFICATION

This sublease may be modified only by endorsement in writing attached to this sublease, dated and signed by all the parties hereto. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this sublease.

14. PERFORMANCE BY LESSOR

Lessor shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants, and conditions of this sublease if due to any labor dispute, strike, lockout, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, legal injunction, inability to obtain labor, services or materials, or act of God or other cause beyond the reasonable control of Lessor.

15. DEFAULT BY LESSOR

Lessor and Lessee agree that should Lessor default on its Lease Purchase and Escrow Agreement with the Trustee regarding the Juvenile Justice complex, Lessee shall be entitled to a reimbursement of sums paid to Lessor under this Sublease Agreement. The parties agree that this sum is to be calculated as described in Exhibit "B" measured from the effective date of this Sublease Agreement

16. TITLE TO PROPERTY

Title to Complex, the land on which it is located, all related facilities as necessary or convenient thereto, all structural additions thereto, and all fixtures, equipment furnishings, and apparatus placed therein, by Lessor shall remain in the name of the Trustee for Lessor during the term of the Lease and shall vest in Lessor at the end of the term of the Lease.

17. COVENANTS

Lessee covenants and agrees that it will not take or permit to be taken any action that would cause the Lease or this sublease, or any part thereof, to be invalid or that would cause the interest on the Certificates of Participation (COP's) of Lessor issued to

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 7

finance the Complex to become taxable to the holders of the COP's under Section 103 of the Internal Revenue Code of 1986, as amended.

18. INTENT

It is the intention of Lessor and Lessee that this sublease agreement shall not in any way impair or affect Lessor's right under the Lease between Lessor and Trustee. All provisions hereof shall be construed so as not to be such an impairment, effect, restriction, assignment, or transfer, and in the event a provision is so construed, the provision shall be deemed to be void.

Further, it is the intent of the parties that after mutual participation in this agreement for a period of 20 years, Lessee shall have, an option to renegotiate this sublease. Lessor is required to negotiate new terms in good faith. The parties agree that Clackamas has rights to service through June 30, 2013.

19. INDEMNIFICATION

The parties agree to the indemnification and liability constraints outlined in III.B. of the Intergovernmental Cooperation Agreement Regarding Detention Services that govern the provisions of this sublease.

20. TERMINATION

- (a) Except as provided in Section 5 hereof and in this Section, this sublease shall not be subjected to early termination by Lessor.
- (b) If the Lease is terminated due to a non-appropriation by Lessor as provided in the Lease, then this sublease shall terminate. Lessee shall be entitled to a pro rata reimbursement as determined through Exhibit "B".

21. EXHIBITS AND ADDITIONAL PROVISIONS

Exhibits "A", and "B", which are referred to in this sublease, are attached hereto and by this reference incorporated herein.

22. NOTICE

Notice provided for hereunder shall be sufficient if deposited in the United States Mail, postage prepaid, and if to Lessor addressed to Multnomah County Chair, 1120 SW



MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 8

fifth Avenue., Room 1400, P.O. Box 14700, Portland, Oregon 97214-0700, and if to Lessee  
addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

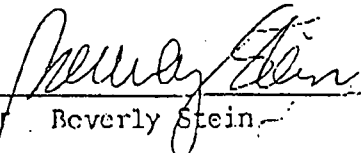
23. ENTIRE AGREEMENT

This sublease constitutes the entire, complete, and final expression of the  
agreement of the parties.

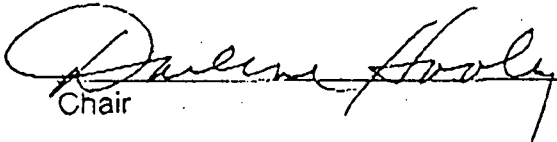
MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 9

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein written.

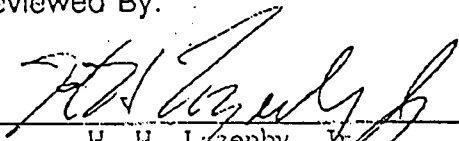
Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

  
Chair Beverly Stein  
September 30, 1993  
Date

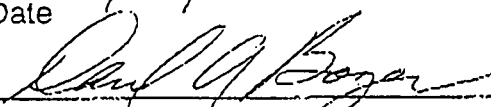
Board of County Commissioners  
CLACKAMAS COUNTY, OREGON

  
Chair  
10-14-93  
Date

Reviewed By:

  
H. H. Lizenby, Jr.  
for:

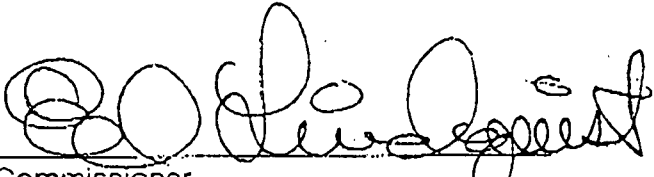
LAURENCE KRESSEL,  
County Counsel for  
Multnomah County, Oregon

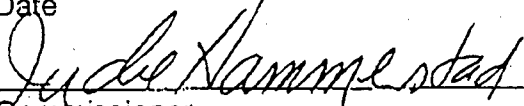
9/17/93  
Date  
  
Division Director

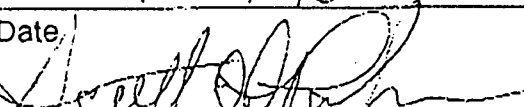
Program Manager

Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 9/30/93  
DHB BOGSTAD  
BOARD CLERK

  
Commissioner

10-14-93  
Date  
  
Commissioner

10-14-93  
Date  
  
Clackamas County Counsel

10-20-93  
Date

FROM: OMNIFAX TO: 503 248 3218 AUG 14, 1996 3:25PM #517 P.10

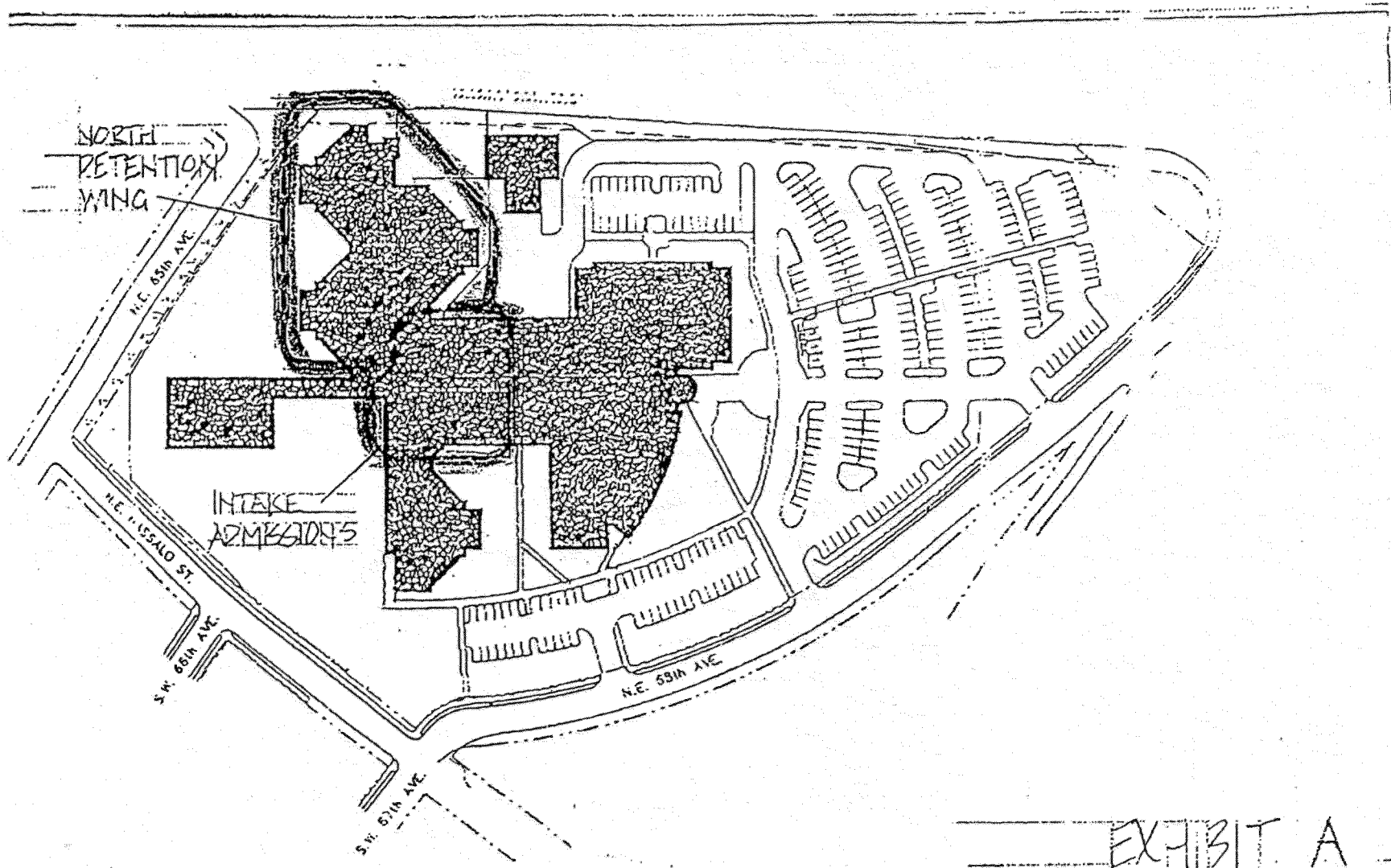



EXHIBIT A

 SITE PLAN  
1" = 100'

ARCHITECTS AND PLANNERS  
PROFESSIONAL CORPORATION  
1400 S.W. 10th Avenue, Suite 1000, Portland, OR 97204  
P: 503.248.3218 F: 503.248.3219

JUVENILE JUSTICE COMPLEX  
Juvenile Court, Juvenile Justice Division  
& the Donald E. Long Home

CONCEPTUAL  
SITE PLAN


EXHIBIT "B"  
MULTNOMAH AND CLACKAMAS COUNTY  
SUBLEASE AGREEMENT

<u>DATE</u>	<u>AMOUNT</u>
JULY 1, 1994	712,500
JULY 1, 1995	675,000
JULY 1, 1996	637,500
JULY 1, 1997	600,000
JULY 1, 1998	562,500
JULY 1, 1999	525,000
JULY 1, 2000	487,500
JULY 1, 2001	450,000
JULY 1, 2002	412,500
JULY 1, 2003	375,000
JULY 1, 2004	337,500
JULY 1, 2005	300,000
JULY 1, 2006	262,500
JULY 1, 2007	225,000
JULY 1, 2008	187,500
JULY 1, 2009	150,000
JULY 1, 2010	112,500
JULY 1, 2011	75,000
JULY 1, 2012	37,500

**MULTNOMAH COUNTY OREGON**BEVERLY STEIN  
COUNTY CHAIREMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

September 10, 1993

Mr. John Maltman  
Corporate Trust Division  
Bank of America Oregon  
1001 SW 5th Avenue  
Portland, OR 97204

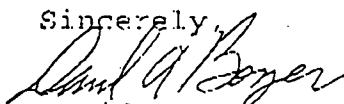
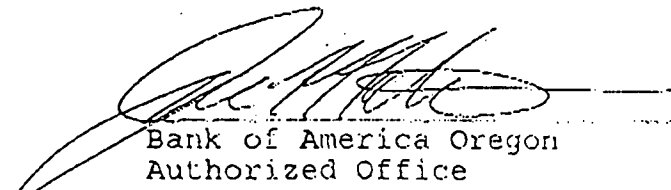
Dear John:

As required by our Juvenile Justice Complex Lease-Purchase agreement dated August 1, 1992, this is to request Bank of America Oregon authorization to sublease 10 bed spaces at the Complex to Clackamas County and 10 bed spaces to Washington County.

Multnomah County is close to finalizing sublease agreements with Washington County and Clackamas County whereby they will sublease 10 bed spaces each in the detention center. We have been renting spaces to these Counties for the last 15 years and wish to continue our cooperation. This sublease arrangement was disclosed in the official statement.

Please have the appropriate bank official sign the authorization block and return to me. Thank you for your assistance regarding this matter.

Sincerely,

  
David A. Boyer  
Finance Director  
Bank of America Oregon  
Authorized Office

MEETING DATE:

JUL 24 1997

AGENDA NO.:

C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement/Regional Hazardous Materials Team

BOARD BRIEFING

Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 24, 1997

Amount of Time Needed: 2 minutes

DEPARTMENT: ~~Non-Departmental~~ <sup>DSS</sup>

DIVISION: Emergency Management

CONTACT: Mike Gilsdorf

TELEPHONE #: 251-2466

BLDG/ROOM#: 313/204

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Amendment of Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Response Team extending current agreement for the 1997-99 biennium.

7/29/97 ORIGINALS TO MIKE GILSDORF  
**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: WJ Vickie S. Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 10 PM 2:18  
MULTNOMAH COUNTY  
OREGON

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: June 25, 1997

REQUESTED PLACEMENT DATE: July 24, 1997

RE: Intergovernmental agreement amendment Contract #500016-2 between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

I. Recommendation/Action Requested:

Approval of amendment for intergovernmental agreement.

II. Background/Analysis:

This agreement amendment is being submitted for approval to allow for continuation of the Regional Hazardous Materials Response Unit. This amendment will extend current agreement for the 1997-99 biennium.

III. Financial Impact:

This agreement allows us to receive reimbursement for hazardous materials response within a designated area within the State. It also provides money for training, equipment and medical exams.

IV. Legal Issues:

The regional hazardous materials emergency response services is authorized under ORS 453.374 to 453.390.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The State of Oregon Fire Marshal's Office and City of Gresham.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500016-2

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>7/24/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	---

Department SUPPORT SERVICESDivision EMERGENCY MNGMT.Date 7/8/97Contract Originator MIKE GILSDORFPhone 618-2526Bldg/Room 313/Emerg. Mngmt.

Administrative Contact \_\_\_\_\_

Phone \_\_\_\_\_

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

Description of Contract Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

RFP/BID # \_\_\_\_\_

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

Exemption Exp. Date \_\_\_\_\_

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

Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OREGON STATE FIRE MARSHAL'S OFFICE

Mailing Address 300 MARKET ST. PLAZA, SUITE 534  
SALEM, OR. 97310-0198

Phone \_\_\_\_\_

Employer ID# or SS# \_\_\_\_\_

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager *[Signature]*Purchasing Director  
(Class II Contracts Only) *[Signature]*County Counsel *[Signature]*County Chair / Sheriff *[Signature]*Contract Administration  
(Class I, Class II Contracts Only) *[Signature]*Remittance Address  
(If Different) \_\_\_\_\_

Payment Schedule

Terms

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date July 10, 1997

Date \_\_\_\_\_

Date 7/9/97Date July 24, 1997

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**AGREEMENT FOR  
REGIONAL HAZARDOUS MATERIALS EMERGENCY  
RESPONSE TEAM SERVICES**

**Between**

**THE STATE OF OREGON, ACTING BY AND THROUGH  
THE OFFICE OF STATE FIRE MARSHAL**

**And**

**CITY OF GRESHAM  
MULTNOMAH COUNTY**

**STATE OF OREGON  
John Kitzhaber, Governor**

**Robert Panuccio, State Fire Marshal**

**July 1, 1997**

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**Agreement Exhibits**

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- Exhibit B - Inventory of State-provided Vehicles and Equipment .....
- Exhibit C - State-provided Equipment - 1997-99 Biennium Funding .....
- Exhibit D - Specialized Training 1997-99 Biennium Funding .....
- Exhibit E - Medical Surveillance - 1997-99 Biennium Funding .....
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- Exhibit H - Compensation for Contractor's Outreach Training.....
- Exhibit I - Summary - 1997-99 Biennium Funding .....

**Approving Signatures**.....

**Addenda**

Regional Hazardous Materials Emergency Response Team Agreement - HM03  
**AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS  
EMERGENCY RESPONSE TEAM SERVICES**

**General Agreement Information**

**This Agreement constitutes the entire agreement between the State and the Contractor.**

**1.0 Agreement Type:** This Agreement is between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and the City of Gresham, and Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

**1.1 Recitals:** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The State desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

**1.2 Agreement Term:** This Agreement shall be from the date of the last required signature to June 30, 1999. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The parties recognize that future funding is not guaranteed. No promise, expressed or implied is hereby made as to the future funding in subsequent biennia as such is subject to legislative approval.

**Standard Agreement Terms and Conditions**

**2.0 Definitions:**

**"Agreement"** means this contract and Addenda.

**"Clean-up"** means the measures taken after emergency response to permanently remove the hazard from the incident site.

**"Contractor"** means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies and private company members under an approved inter-governmental / agency agreement.

**"Emergency Response" means:**

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

**"Emergency Response Costs"** means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

**"Hazardous Materials"** means "hazardous substance" as that term is defined in ORS 453.307(4).

**"Incident"** means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

**"Local Government Agency"** means a city, county, special district or subdivision thereof.

**"Oregon-OSHA"** means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

**"ORS"** means Oregon Revised Statutes.

**"Primary Response Area"** means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

**"Regional Hazardous Materials Emergency Response Team" (RHMERT)** means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2.

**"Release"** shall have the same meaning as that in ORS 465.200(14).

**"Responsible Party"** means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

**"State"** means the State of Oregon acting by and through the State Fire Marshal.

**"State Spill Response Fund"** means the response fund established under ORS 453.390 et seq.

**"Team Response Costs"** means those Contractor expenses which are expressly allowed under this Agreement and are approved by the State. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

## **2.1 Statement of Work:**

**2.1.1 Services to be Provided by Contractor:** During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor's assigned Primary Response Area as generally depicted and described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 03."

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

**2.1.2 Notice to Proceed:** Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.



**2.1.3 Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Hazardous Materials Emergency Response Team (HMERT) personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

**2.1.4 Vehicles and Equipment:** Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using one (1) hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this agreement, on loan from the State. State vehicles shall meet or exceed all regulatory requirements. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State.

Excepting physical damage specified in section 2.19.6 of this agreement and routine maintenance, all repairs to State vehicles and equipment shall be the responsibility of the State. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
  - 1. Daily/weekly/monthly checks of vehicle and equipment.
  - 2. Semiannual and/or mileage related lubrication, oil and filter changes.
  - 3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use State's emergency response vehicles and equipment for Contractor's local use and enjoyment. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority. State vehicle(s) and equipment shall not be used by other than Contractor Hazardous Materials employees, except as approved by the team leader/administrator. Under local use and enjoyment, the Contractor is liable for major repairs or replacement directly attributable to local response, abuse or neglect."

### **2.1.5 Response Procedures and Limitations / Automatic Response:**

If the Contractor has received state authority for automatic response, contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this agreement and the State's Standard Operating Guidelines. Contractor shall immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

**Right of Refusal:** The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

**2.1.6 Standard Operating Guidelines:** Contractor and State agree that regional response team operations will be conducted in accordance with the State's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this agreement.

**2.1.7 Administrative Rules:** The parties acknowledge that the State has adopted OAR 837, Division 120 and this contract is consistent with the administrative rules. If those rules are amended, such amendments may require modification of the procedures, terms and conditions of this contract. Those amendments shall not become binding upon the Contractor without the agreement of the Contractor.

**2.2 Contractor Compensation:** There are three types of Contractor compensation under this Agreement: (1) Contractor's Stand-by costs, (2) Contractor's team response costs, and (3) Contractor's administrative costs. Each of these are discussed more fully below.

**2.2.1 Contractor's Stand-by Costs:** Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:  
**Specialized Training Costs:** The State may provide funding for advanced training and education to Contractor's RHMERT employees as specified in Exhibit "D" and in approved by the State in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the State agrees to pay the cost of tuition, per diem/travel expenses at State approved rates.

**Medical Surveillance:** The State will provide funding for baseline, maintenance and exit physicals for Contractor's RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the State's Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of provider must comply with all federal, state and local rules and regulations. Additionally, the State will provide funding from the State's Spill Response Fund for exposure exams where no responsible party(s) is identified.

**Vehicle(s) and Equipment Loans:** The State agrees to loan the Contractor (one) or (two) team vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this Agreement. Additional equipment will be provided by the State as specified in Exhibit "C" of this Agreement

**2.2.2 Contractor's Team Response Costs:** Contractor shall be compensated by the State under this Agreement for its State-approved Team response costs. The funding available for team response costs as specified in Exhibit "J" of this Agreement is in addition to Contractor's stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1997-99 biennium. Such Team response costs may include, but are not limited to:

**Compensation for Contractor Vehicle(s) and Apparatus:** Where the State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.

**Compensation for Contractor's Personnel Response Costs :** Contractor's RHMERT personnel response costs which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 1997-99 biennium will be based on actual personnel costs plus a per person per hour overhead charge for indirect costs identified by local departments that are directly related to the operation of their hazardous material team. These overhead charges will be negotiated on an individual basis with each team. Contractor's will be required to document both personnel rates, and the indirect costs they are factoring into the hourly overhead rates. That documentation will be entered into this agreement as addendum #3. Contractor's RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

**Emergency Expenses:** Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. The Team Leader or authorized Contractor representative will attempt to contact the State Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's

emergency expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures.

**2.2.3 Contractor's Administrative Costs:** Team administrative costs, not to exceed 8% of the Contractor's team response costs, may be billed as part of the emergency costs, and will be reimbursed to Contractor upon receipt from responsible party(s).

**2.2.4 Billing System:** Contractor will provide an estimate of team response costs to the State within 10 working days of the response. An expenditure report shall be submitted to the State within 30 days of the response. Contractors claim for reimbursement shall be on State approved forms and shall contain such documentation as is necessary to support State's cost-recovery operations and financial audits. The State shall then bill the Responsible Party(s) within 30 days of receipt of Contractor's invoice. The State agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor's team response costs shall be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State, provided responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

#### **Billing for State Owned Equipment Only**

All responses to incidents utilizing state owned equipment will be billed for state owned equipment use only, including those incidents within the Contractor's local jurisdiction. A statement for equipment used will be prepared by the Office of State Fire Marshal, and forwarded to the identified responsible party any time the state owned vehicle or equipment is used for hazmat response. If there is no responsible party identified, the local first responder will not be billed for the use of the equipment.

#### **Option for Waiver**

The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition the Contractor may request a waiver of charges when there are extenuating circumstances which would preclude a billing to the Responsible Party(s). Requests for waiver will be subject to review and approval by the State Fire Marshal.

#### **Billing for Personnel/Incidents not meeting State Criteria**

If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the State will pursue billing for those personnel costs. Those personnel costs will be reimbursed to the Contractor only upon collection from the Responsible Party(s), and will not be subject to reimbursement from the State Spill Response Fund.

**Priority of Reimbursements:** If the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the State's administrative costs. Any remaining funds will be used to pay emergency costs as billed. Contractor agrees to cooperate with the State as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s) then the Contractor shall not be required to reimburse the State for payments previously made.

**2.2.5 Interest:** If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on State-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

**2.2.6 State Funding available:** The State certifies that sufficient funds are available and authorized within the State's 1997-1999 appropriation or limitation. **State funding for standby costs available under this Agreement for the 1997-1999 biennium shall be the sum of the amounts specified in exhibits C, D, E and H to this Agreement and are summarized in Exhibit I of this Agreement.**

The funding available as specified in Exhibits C, D, E and H to this Agreement does not include Contractor's team response costs as specified in 2.2.2. Such team response costs are available in addition to Contractor's standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1997-1999 biennium and identified in Exhibit J to this Agreement.

Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the State and the Contractor in writing. State's payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall release of the State from all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

**2.2.7 Prior Approval:** Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State as set forth in Section 2.1.5. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's team response costs from the State Spill Response Fund if recovery from a responsible party(s) is not possible. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or State expenses.

**2.2.8 Spill Response Fund:** If the Spill Response Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request which reduces the fund below the \$20,000 threshold.

If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the State is unable to obtain additional funding for the Spill Response Fund, recover the Contractor's team response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

If, after becoming depleted or fiscally unsound, additional funds become available in the Spill Response Fund and Contractor has billed the State as set forth in Section 2.2.2, Contractor shall be reimbursed for any unpaid team response costs.

**2.3 Where No Responsible Party Can Be Identified:** As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the State agrees to pay Contractor's Team response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with 2.2. herein.

**2.4 Contractor Status:** Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

**2.5 Retirement System Status:** Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation.

**2.6 Assignments/Subcontracts:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

**2.7 Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

**2.8 Compliance With Government Regulations:** Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 shall govern performance of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

**2.9 Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control. State or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

**2.10 State Tort Claims Act:**

**2.10.1 Scope:** During operations authorized by this contract, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the Contractor's hazardous materials emergency response team employees, but does *not* include travel to and from the training.

**2.10.2 Limitations:** This Agreement in no way limits a contractor from responding with State vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

**2.10.3 Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer  
4760 Portland Road NE.  
Salem, Oregon 97305  
(503) 931-5732

or

Pager: (503) 370-1488

(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

State Risk Management Division  
1225 Ferry Street SE.  
Salem, Oregon 97310

**2.11 Indemnification:** When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

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

**2.13 Access to Records:** Each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

**2.13.1 Confidentiality:** Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

**2.14 Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

**2.15 Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the State may be held liable, the proper officer(s) representing the State, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.



**2.16 Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

**2.17 Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

**2.18 Payment for Medical Care:** Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has 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.

**2.19 Insurance Coverage:**

**2.19.1 Worker Compensation:** Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor. If, however, the Contractor's Workers' Compensation costs increase as a direct result of an injury, illness or participation as regional hazardous materials emergency response team, the State will compensate the Contractor for the increased costs.

**2.19.2 Comprehensive or Commercial General Liability:** Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

**2.19.3 Automobile Liability:** Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. The Contractor shall obtain "hired" auto coverage for responding with State vehicles when not acting under State authority, as in Section 2.10.2." This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

**2.19.4 Notice of Cancellation or Change:** Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverage without 30 days' written notice to the other party.

**2.19.5 Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this agreement.

**2.19.6 Physical Damage Clause:** Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When Contractor acts under State authority, the State will be responsible for physical damage to or loss of State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

**2.20 Remedies:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

**2.21 Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The State or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or State, or at such later date as may be established by the State or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.21.1 Default:** The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

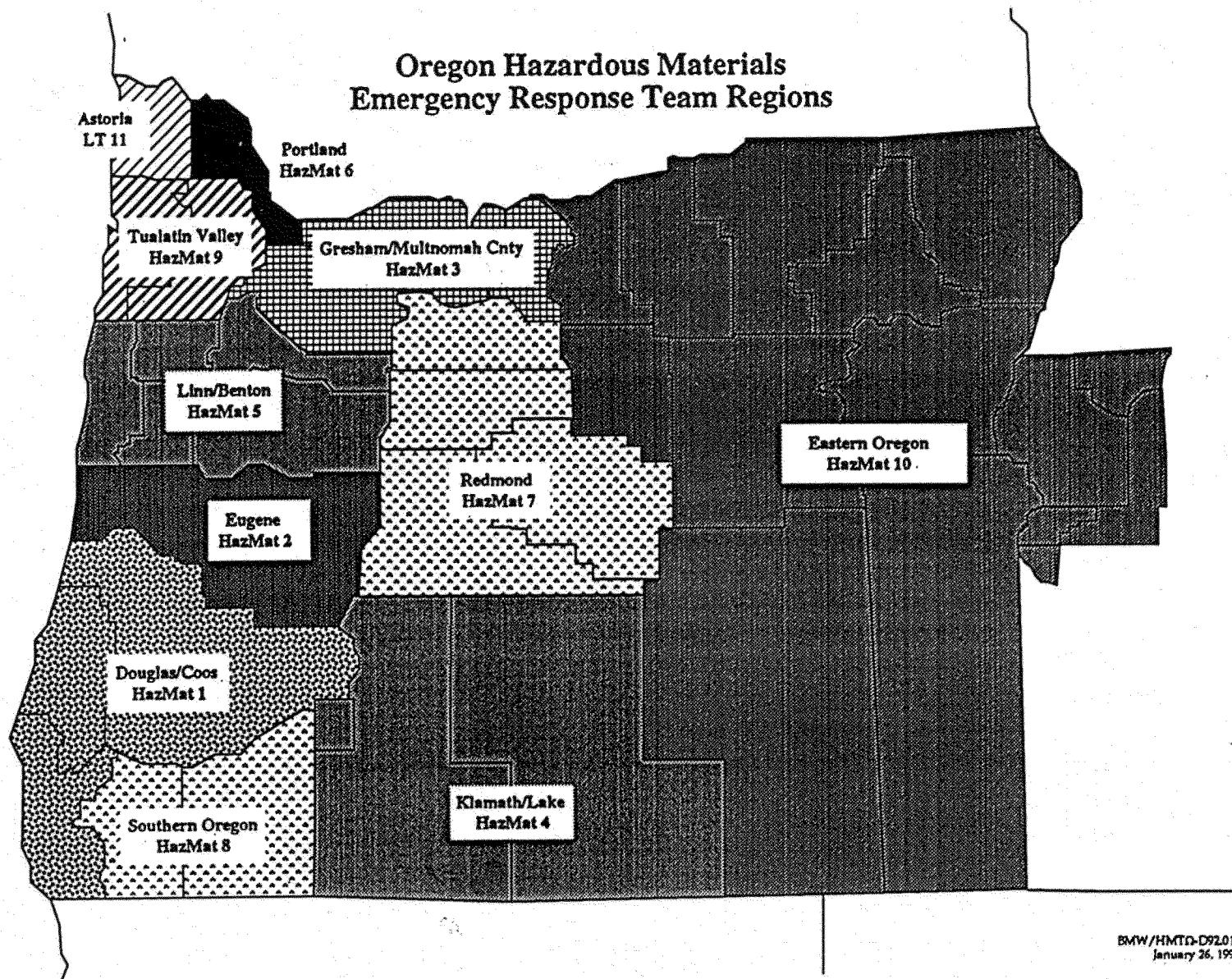
- a. if the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

**2.22 Approval Authority:** Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

**2.23 Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the State to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

**EXHIBIT A**

**Regional Teams Map and Primary Response Area Boundary Descriptions**



**EXHIBIT B**

Gresham/Multnomah Co. HM3

## INVENTORY OF STATE-PROVIDED VEHICLES AND EQUIPMENT

**The following vehicle(s) and equipment are on loan from the State to the Contractor:**

**I. LIBRARY****QUANTITY**

NFPA Fire Protection Guide on Hazardous Materials	1 ea	ER1735
Hawleys Chemical Dictionary	1 ea	ER0148
DOT Guidebook	2ea	
GATX Tank Car Manual	1 ea	ER0034
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation	1 ea	
Farm Chemical Handbook	1 ea	ER0940
CHRIS Response Methods Handbook	1ea	ER1365
Firefighters Handbook to Hazardous Material	1 ea	ER0004
American Railroad Emergency Action Guide	1 ea	ER0024
SAX Manual	1 ea	ER0131
NIOSH (TLVS) Manual	1 ea	
ACGIH Guidebook (Manual)	1 ea	
Matheson Gas Book and First Aid	1 ea	ER1140
Radiological Health Handbook		
State Clandestine Lab Book - 4th Edition	1 ea	
Merck Index - 10th Edition	1 ea	ER0136
Firefighter Hazardous Materials Reference Book	1 ea	ER1475
Pestline	1 ea	ER0954
Handbook of Compressed Gases	1 ea	ER0973

**II. MAPS AND MISC. EQUIPMENT**

Binoculars	1 ea	ER0181
Spotting Scope	1 ea	ER0189
First Aid Kit	1 ea	ER0737
Traffic Cones	20 ea	ER0175
Flashing Strobe Lights	4 ea	Same As Above
Hand Cleaner	1 ea	
Hand Held Portable Radios	8 ea	ER0335,0336,0347,0353,0356,0358,0362,0372
6 Unit Charger	1 ea	ER0293
Single Unit Charger	2 ea	ER1172, 1173
Mobile Telephone	2 ea	ER2797, 2798
Cellular Connection	1 ea	ER2799
Barricade Tape	6 rl	
Video Camera & Tripod with color TV Monitor	1 ea	Camera ER0413, Monitor ER0419
35mm Camera	1 ea	ER0071
Polaroid Land Camera	1 ea	ER0075
Streamlight Lantern	2 ea	ER2692 - 2693
Weather Station	1 ea	ER1352

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Weather PAK	1 ea	ER1746
Wheel Chocks - (2)	2 ea	
Suit to suit Communication	8 ea	ER1020,1000,1016,1019 ,1299,0996,1348,1021
Hand Truck	1 ea	ER0200
Drum Truck	1 ea	ER0205
Drum Up Ender	1 ea	ER1005
Tire Pump - Electric	1 ea	ER2649
Pagers (RETURNED 5-96) now renting pagers	15 ea	ER0817 - 0831
Cyalume Lights, 20 each of 3 colors	60 ea	

**III. PROTECTIVE EQUIPMENT**

DuraFab Comfort Guard III - 1993	18 total	9 Lg, 9 Xlg
Chemtex-Sijal - 1992	3 doz	12 ea Lg, Xlg, XXlg
Pacesetter II - 1992	12 ea	ER2302 - 2312, 2316
Chemtex Training Suits	6 ea	
SCBA Packs & Bottles	8 ea	Packs:0769,0768,0767,07 65,0770,0771,0766,0764, Bottles:0753,0754,0755,0 757,0751,0752,0756, 0758
Spare SCBA Tanks	16 ea	ER1049 - 1064
Gloves - Neoprene	12 pr	4 pr ea Md., Lg., Xlg.
Rubber	8 pr	4 pr ea 10, 12
Butyl	12 pr	4 pr ea 9, 10, 11
Pacesetter II Replacement Gloves	6 pr	
Trelleborg - 1991	6 ea	ER1816 thru ER1821
Trelleborg Test Kit	1 ea	ER1850
Trelleborg Repair Kit	1 ea	ER2500
Chemtex Training Suits	6 ea	
MSA SCBA	8 ea	Frame 1762-1769/Bottle 1770-1777
Spare MSA SCBA Tanks	16	ER1085,1084,1083,1082, 1095,1094,1093,1092, 1091,1090,1087,1089,10 96,1081,1080,1086
MSA Spectacle Kits	5 ea	
Gloves - Neoprene	12 pr	4 pr ea Md., Lg., Xlg.
Rubber	8 pr	4 pr ea 10, 12
Butyl	12 pr	4 pr ea 9, 10, 11
4H Gloves	150 pr	50 pr ea 9, 10, 12
PVC	12 pr	One Size Fits All
Cryogenic	4 pr	2 pr ea Lg, Xlg
Goggles	4 ea	
Disposable foot covers	75 pr	25 pr ea L, Xlg, Jumbo
Chemical Resistant Boots	24 pr	4 pr ea 8, 9, 10, 11, 12, 13
Coveralls (disposable) 25/cs	2 cs	1 cs ea Lg, Xlg
Earplugs	1 cs	
Full Firefighting Turnouts with Nomex Hoods	16 sets	
Ranger Firefighting Boot	6 sets	3 pr 10 1/2 - 1 pr 9 1/2 - 2 pr 1

Regional Hazardous Materials Emergency Response Team Agreement - HM03

Nomex Jumpsuits	15 ea	
Hard Hats	6 ea	
Gear Bags	15 ea	
PASS Device	8 ea	ER0684,0689,0702,0698, 0682,0701,0705,0686
Tympanic Thermometer	1 ea	ER1910
Polycarb Face Shields	2 ea	
Vinyl Coat Apron	6 ea	

**IV. LEAK CONTROL EQUIPMENT**

Chlorine Kit "A"	1 ea	ER1132
Chlorine Kit "B"	1 ea	ER1136
Chlorine Kit "C"	1 ea	ER1137
Air Bag Systems	1 set	ER2783
Dome Cover Clamps 3/set	2 sets	ER2716, 2717
Overpack Drums	1 ea	95gl, 55gl, 30gl, 14gl

**V. TOOLS**

Hand Tools:		
Basic 215 piece set	1 ea	
Open End/Box End Wrenches - Large	6 ea	
Pliers	1 ea	
Locking Pliers	1 ea	
Arc Joint Pliers	1 ea	
Utility Knife	1 ea	
Putty Knife	1 ea	
Wire Brush	1 ea	
Screwdriver Set	1 ea	
Chisel & Punch Set	1 ea	
Drill Index	1 ea	
Non-Sparking Tools:		
2 lb Maul	1 ea	
55 Gal Drum Bung Wrench (2)	2 ea	
Dead Blow Hammer	1 ea	
Scoop Shovel (2) - Aluminum	2 ea	
Pinch Bar - 18"	1 ea	
Pipe Wrench (2) - 24"	2 ea	
Pipe Wrench (2) - 36"	2 ea	
Scraper	1 ea	
Screw Driver - Straight tip, large	1 ea	
10" Non Spark Adjustable Wrench	1 ea	
Tool Box	4 ea	
Air Drill w/drill bit, auto oiler	1 ea	ER2119
3 1/8" Hole Saw	2 ea	
Air Hose - 3/8" x 50'	2 ea	
Scissors	1 ea	
Shovels - Roundpoint	2 ea	
Shovels - Squarepoint	2 ea	
Grounding Equipment/Bonding Equipment	4 sets	ER2610 - 2 sets ea 25 ft., 50 ft.
Pulaski - (2)	2 ea	
Pry Bar - 54"	1 ea	

Regional Hazardous Materials Emergency Response Team Agreement - HM03

Bolt Cutters - 18"	1 pr	
Rotary Rescue Saw	1 ea	ER1636
Easy-Outs/Stud Extractors	2 sets	
Plastic Milk Crates	5 ea	
Hydraulic Jack	1 ea	
Aviation Shears - Right, Left, Straight	3 pr	
Lockout/Tagout Kit	1 ea	
Welden Pump Mdl. 200 w/hose kit	1 ea	

VI. DETECTION EQUIPMENT

MSA 261 w/Calibration Equipment, Harness	1 ea	ER0439
AIM 3250	1 ea	ER1466
Sensidyne Detection Kit	1 ea	ER1370
HazCat Kit	1 ea	ER0551
Spil-fyter	1 tube	
Ammonia and Dispenser	1 ea	
PH Paper	2 rl	

VII. DECONTAMINATION EQUIPMENT

Decontamination Shower	1 ea	Shower ER1865, Heater ER1878
Emergency Eyewash Kit - Saline Solution	1 ea	ER0502
Garden Hose with Nozzle & Adaptor	2 ea	
Inflatable Kiddie Pool	2 cs/24	

SPECIAL EQUIPMENT

White Plexiglas Board	1 ea	
Plotting Board	1 ea	
Portable FAX Machine	1 ea	ER1791
Microcassette Recorder	2 ea	ER0575, 0579
Canon PC-6RE Copier w/Cartridge	1 ea	
Tracing Dye (Solid and Liquid)	1 ea	
Calculator	1 ea	ER0082
Porta-Potty - Optional	1 ea	



**MISCELLANEOUS EQUIPMENT - VEHICLE**

Macintosh IIfx	1 ea	ER1400
Storage Dimension Hard Disk	1 ea	ER0533
Apple Keyboard	1 ea	ER1389
Modem	1 ea	ER0538
14" Sony Color Monitor	1 ea	ER0636
Power Director	1 ea	ER1838
Imagewriter II Printer	1 ea	ER1407
UPS	1 ea	ER1704
128 Channel Radio - VHF	1 ea	ER0512
128 Channel Radio - UHF	1 ea	ER0531
800 MHz 35 Watt Radio	1 ea	
MDT Mobile Workstation	1 ea	
Tire Chains	1 set ea	Cable singles, Link singles
Duo Safety Ladder	1 ea	ER2678
Response Vehicle w/Generator & Cascade system	1 ea	

**EXHIBIT C**

**ESTIMATED COST OF STATE-PROVIDED EQUIPMENT  
TO BE PURCHASED  
1997-99 Biennium Funding**

**Funds for approved equipment purchases are available under this Agreement as follows:**

<b>Training Equipment, Materials and Supplies</b>	<b>\$1,000.00</b>
---	-------------------

**Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal, not to exceed a maximum of**

	<b>\$15,000.00</b>
--	--------------------

<b>Funding Available for Equipment</b>	<b>\$16,000.00</b>
--	--------------------

**EXHIBIT D**

**TRAINING  
1997-99 Biennium Funding**

**Funds for approved Technician, Specialty, Recertification, and HazCat training are available under this Agreement as follows:**

**Funding Available for Training**

**\$30,519.00**

**EXHIBIT E**

**MEDICAL SURVEILLANCE  
1997-99 Biennium Funding**

Funds for approved medical surveillance are available for Contractor's RHMERT employees under this Agreement as follows:

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of \$600 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 1997-99 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$600 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

**Funding Available for Medical Surveillance**

**\$10,800.00**

## EXHIBIT G

### COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL

State to provide compensation for Contractor's personnel utilized in response to a hazardous materials incident as follows:

**Personnel Category**

**Rate per hour**

\$85.00

All other support personnel at actual costs.

**EXHIBIT H**

**OUTREACH TRAINING  
1997-99 Biennium Funding**

**Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.**

**Funding Available for Outreach Training**

**\$5285.00**

**EXHIBIT I**

**Summary - 1997-99 Biennium Funding Available for Standby Costs**

<b>Equipment Purchases- 1997-99 Biennium Funding - (See Exhibit C)</b>	<b>\$16,000.00</b>
<b>Training - 1997-99 Biennium Funding - (See Exhibit D)</b>	<b>\$30,519.00</b>
<b>Medical Surveillance - 1997-99 Biennium Funding - (See Exhibit E)</b>	<b>\$10,800.00</b>
<b>Outreach Training - 1997-99 Biennium Funding</b>	<b>\$5,285.00</b>
<b>Total 1997-99 Biennium Funding Available for Standby Costs</b>	<b>\$62,604.00</b>

**EXHIBIT J**

**State's Spill Response Fund**

**1997-99 Biennium Funding**

**\$ 300,000.00**

This is the *Total* State's Spill Response Funding limitation available for the 1997-1999 biennium RHMERT services by *all* Contracted RHMERTs. This does *not* guarantee that any contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the State's limitation or appropriation.



**Approving Signatures:**

**On Behalf of the State of Oregon,**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997**

\_\_\_\_\_  
**Robert Panuccio  
State Fire Marshal**

**On Behalf of \_\_\_\_\_**  
**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997**

**Signature \_\_\_\_\_**  
**Printed Name \_\_\_\_\_**  
**Title \_\_\_\_\_**  
**Address \_\_\_\_\_**  
**City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of \_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997**

**Signature \_\_\_\_\_**  
**Printed Name \_\_\_\_\_**  
**Title \_\_\_\_\_**  
**Address \_\_\_\_\_**  
**City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of \_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997**

**Signature \_\_\_\_\_**  
**Printed Name \_\_\_\_\_**  
**Title \_\_\_\_\_**  
**Address \_\_\_\_\_**  
**City \_\_\_\_\_ Zip \_\_\_\_\_**

On Behalf of Multnomah County

Dated this 24th day of July, 1997

Signature 

Printed Name Beverly Stein

Title County Chair

Address 1120 SW 5th, Suite 1515

City Portland Zip 97204

Reviewed:  
On Behalf of Multnomah County

Dated this 7 day of July, 1997

Signature 

Printed Name Thomas Sponsler

Title County Counsel

Address 1120 SW 5th, Suite 1530

City Portland Zip 97204

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

**ADDENDUM 2**  
**HazMat 3 Response Boundary**

Beginning at the Columbia River at the City of Portland Eastern service boundary, head South following the Portland service boundaries to the Willamette River. South along the Willamette River to the Clackamas/Marion County lines. East on the southern Clackamas County line to the Western Boundary of the Warm Springs Indian Reservation. North on Western Boundary of Warm Springs Reservation to Highway 26. North on highway 26 to junction of highway 216. East on highway 216 to John Day River western boundary. North along western Boundary of John Day River to the Columbia River. West along Southern Columbia River boundary to Portland eastern service boundary - the point of beginning.

MEETING DATE: JUL 17 1997 JUL 24 1997

AGENDA #: e-2 R-2

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

## AGENDA PLACEMENT FORM

SUBJECT: OLCC License Application

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_

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

DEPARTMENT: Sheriff's Office

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

CONTACT: Rick Barnett  
Sergeant Jim Dusevoir

TELEPHONE: 251-2441  
251-2414

BLDG/ROOM #: 313/120

PERSON(S) MAKING PRESENTATION: Sergeant Jim Dusevoir Rick Tonneson

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

This is an OLCC Package Store License for:

Rocky Pointe Marina, LLC  
23586 NW St. Helens Hwy  
Portland, Oregon 97231

OLCC  
DENISE @  
872-5122

The backgrounds have been checked on applicants: Janis V. Tonneson and Richard T. Tonneson and no criminal history can be found on the above.

7/31/97 ORIGINAL COPIES TO THE CLERK  
COPIES TO RICK SIGNATURES REQUIRED: BARNETT

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

James Dusevoir

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

Any questions: Call the Office of the Board Clerk 248-3277 or 248-5226

## APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

## GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

## (THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- |  |   |
|--|---|
| <input type="checkbox"/> DISPENSER, CLASS A                      | <input type="checkbox"/> Add Partner          |
| <input type="checkbox"/> DISPENSER, CLASS B                      | <input type="checkbox"/> Additional Privilege |
| <input type="checkbox"/> DISPENSER, CLASS C                      | <input type="checkbox"/> Change Location      |
| <input checked="" type="checkbox"/> PACKAGE STORE — <i>pumps</i> | <input type="checkbox"/> Change Ownership     |
| <input type="checkbox"/> RESTAURANT                              | <input type="checkbox"/> Change of Privilege  |
| <input type="checkbox"/> RETAIL MALT BEVERAGE                    | <input type="checkbox"/> Greater Privilege    |
| <input type="checkbox"/> SEASONAL DISPENSER                      | <input type="checkbox"/> New Outlet           |
| <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE          | <input type="checkbox"/> Other                |
| <input type="checkbox"/> WINERY                                  |   |

OTHER: \_\_\_\_\_

Receipt # 4848

# 12.50 Processing fee

REGULATORY FIELD SERVICES  
Oregon Liquor Control Commission

RECEIVED

MAY 27 1997

## (THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY COMMISSION  
(Name of City or County)RECOMMENDS THAT THIS LICENSE BE: GRANTED XDATE July 24, 1997 DENIED \_\_\_\_\_

BY

*Beverly Stein*  
(Signature)TITLE BEVERLY STEIN, COUNTY CHAIR

**CAUTION:** If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

1) Rocky Pointe Marina, L.L.C. 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

5) \_\_\_\_\_ 6) \_\_\_\_\_

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Rocky Pointe Marina

3. New Trade Name \_\_\_\_\_

Year filed \_\_\_\_\_  
with Corporation Commissioner4. Premises address 23586 N.W. St. Helens Hwy. Portland, Multnomah, Oregon 97231  
(Number, Street, Rural Route) (City) (County) (State) (Zip)5. Business mailing address 23586 N.W. St. Helens Hwy. Portland, OR 97231  
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)6. Was premises previously licensed by OLCC? Yes \_\_\_\_\_ No X Year \_\_\_\_\_

7. If yes, to whom: \_\_\_\_\_ Type of license: \_\_\_\_\_

8. Will you have a manager: Yes \_\_\_\_\_ No X Name \_\_\_\_\_  
(Manager must fill out Individual History)9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes \_\_\_\_\_ No X10. What is the local governing body where your premises is located? Multnomah County  
(Name of City or County)11. OLCC representative making investigation may contact: Janis or Rich Tonnerson  
(Name)23586 N.W. St. Helens Hwy. Portland, OR, 97231 503 543-7003 Bus & Home  
(Address) (Tel. No. — home, business, message)

**CAUTION:** The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 5-20-97Applicant(s) Signature  
(In case of corporation, duly  
authorized officer thereof)

1)

2)

3)

4)

5)

6)

INDIVIDUAL HISTORY  
& TIED HOUSE DISCLOSURE

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME Rocky Pointe Marina  
CITY/COUNTY Malthomah

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name Tonneson Richard Hans  
(Last) (First) (Middle)  
2. Other names used None  
(Maiden) (Other)  
3. Home Address 23586 N.W. St. Helens Hwy. Portland Or 97231  
(Number and Street) (City) (State) (Zip)  
4. SSN 540-38-6303 Place of Birth Portland Or Date of Birth 2-20-37  
5. Sex M Height 6'2" Weight 190 Hair Color Brown Eye Color Brown Age 60  
6. US Citizen: Yes ☒ No ☐ Alien Reg. # \_\_\_\_\_ Spouse Name Janis V. Johnson-Tonneson  
7. Home phone 503 543-7003 Business phone 503-543-7003

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal/offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)  
Yes \_\_\_\_\_ No ☒  
9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No ☒  
10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_  
12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>1991</u> To <u>Present</u>	<u>Rocky Pointe Marina LLC</u>	<u>owner</u>	<u>Portland, Or.</u>
From <u>1977</u> To <u>1991</u>	<u>West Coast Ceramic Supply</u>	<u>Owner</u>	<u>Portland, Or.</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
<u>1987</u>	<u>1991</u>	<u>Sahnon Beach</u>	<u>Or.</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?  
Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
16. Is your spouse or any family member(s) working in any area of the liquor industry?  
Yes \_\_\_\_\_ No ☒ If Yes, give: \_\_\_\_\_  
(Name) (Name of Business) (City & State)  
17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?  
Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?  
(Do not include this business) Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: Richard J. Tonneson member DATE 5-20-97  
TITLE (Manager, Owner, Corp. Officer)

INDIVIDUAL HISTORY  
& TIED HOUSE DISCLOSURE

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME Rocky Pointe Marina  
CITY/COUNTY MULTNOMAH

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name JOHNSON - TONNESON JANIS VIOLIAN  
(Last) (First) (Middle)  
2. Other names used CANTER PETRIC JOHNSON  
(Maiden) (Other)  
3. Home Address 5586 NW ST HELENS HWY PORTLAND OR 97231  
(Number and Street) (City) (State) (Zip)  
4. SSN 542 - 40 - 0586 Place of Birth PORTLAND, OREGON Date of Birth 1/8/38  
5. Sex F Height 5'4" Weight 130 Hair Color BRN Eye Color BLUE Age 59  
6. US Citizen: Yes ☒ No ☐ Alien Reg. # \_\_\_\_\_ Spouse Name RICHARD H. TONNESON  
7. Home phone (503) 543-7003 Business phone (503) 543-7003

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)  
Yes \_\_\_\_\_ No ☒  
9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No ☒  
10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT
---------	------	--------------	--------

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_  
12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>1991</u> To <u>PRESENT</u>	<u>Rocky Pointe Marina LLC</u>	<u>OWNER</u>	<u>Portland, OR</u>
From <u>1990</u> To <u>1990</u>	<u>Psychology Dept. Vets. Admin.</u>	<u>SECRETARY</u>	<u>Portland, OR</u>
From <u>1982</u> To <u>1989</u>	<u>FIRST FARMLANDS</u>	<u>Executive Secretary</u>	<u>Portland, OR</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
From <u>N/A</u>	To _____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?  
Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
16. Is your spouse or any family member(s) working in any area of the liquor industry?  
Yes \_\_\_\_\_ No ☒ If Yes, give: \_\_\_\_\_  
(Name) (Name of Business) (City & State)  
17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?  
Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_  
20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?  
(Do not include this business) Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: Janis V. Johnson-Tonneson DATE 5/20/97  
TITLE (Manager, Owner, Corp. Officer)



MEETING DATE: JUL 24 1997

AGENDA NO: R-3

ESTIMATED START TIME: 9:35am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Hawthorne Bridge Paint and Deck Replacement Project - City of Portland Streetcar IGA

BOARD BRIEFING Date Requested: Tuesday, July 15, 1997

Requested by: Stan Ghezzi

Amount of Time Needed: 0 min.

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

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

DEPARTMENT: Environmental Services DIVISION: Transp. & Land Use Plan

CONTACT: Stan Ghezzi TELEPHONE #: X83595

BLDG/ROOM #: #446/Bridge

PERSON(S) MAKING PRESENTATION: Stan Ghezzi

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Hawthorne Bridge Paint and Deck Replacement City of Portland Intergovernmental Agreement - Streetcar.

8/8/97 ORIGINALS to Carley Kramer

**SIGNATURES REQUIRED:**

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

OR

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

Lee E. Nicholas

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277

AGEN.PL

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 11 AM 9:40  
MULTNOMAH COUNTY  
OREGON

5/97



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Stan M. Ghezzi, P.E.  
Bridge Services Manager

TODAY'S DATE: July 9, 1997

REQUESTED PLACEMENT DATE: Tuesday, July 15, 1997

RE: Hawthorne Bridge Paint and Deck Replacement Project  
City of Portland Streetcar Intergovernmental Agreement

I. Recommendation/Action Requested:

Approve Intergovernmental Agreement

II. Background/Analysis:

Multnomah County was approached by the City of Portland in April 1997 to add streetcars on the Hawthorne Bridge in approximately five years.

Because of the impending Hawthorne Bridge Painting and Deck Replacement project we determined it would be cost effective to make some accommodations for future modifications to the existing bridge under the painting and deck replacement project. It was decided that immediate action was necessary. Therefore, we outlined an agreement and proceeded with the work as of May 6, 1997.

This Intergovernmental Agreement formalizes the agreement that we have been operating under and provides a means for the County to be reimbursed for its expenses associated with this planning and design effort.

Further, we are currently negotiating for the construction and maintenance of the accommodations which will be an addendum to this Agreement.

The City of Portland will make a determination whether or not to proceed with the streetcar modifications/accommodations by Tuesday, August 5, 1997.

III. Financial Impact:

The City of Portland will reimburse Multnomah County for its expenses in an amount not to exceed \$60,000. The City of Portland has already signed the IGA.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:


None.

cc: SMG/Vance File/Bridge File



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

To: Larry F. Nicholas, P.E.

From: Stan M. Ghezzi, P.E. 

Date: June 23, 1997

Subject: Hawthorne Bridge Painting and Deck Replacement  
City of Portland Streetcar - Intergovernmental Agreement

Attached are four (4) original copies of the Intergovernmental Agreement (IGA) for streetcar accommodations with the City of Portland. As you are aware, the City of Portland is planning to add streetcars to the Hawthorne Bridge within the next few years. We determined that it would be in our best interest if we looked at making some provisions for the future modifications during the Paint and Deck Replacement project.

The City of Portland will reimburse Multnomah County for its expenses in an amount not to exceed \$60,000. The City of Portland has already signed the IGA.

We are currently negotiating for the construction and maintenance of the accommodations which will be in an addendum to this Agreement.

The City of Portland will make a determination whether or not to proceed with the streetcar accommodations by Tuesday, August 5, 1997.

Please sign and forward for approval.

If there are any questions, please call me at x83595.

cc: Ed Wortman/SMG/Bridge File/Vance File

JAL19970623 T2024 NicholasL City of Portland Streetcar - Intergovernmental Agreement MEM.doc



# CITY of PORTLAND

## OFFICE of TRANSPORTATION

Charlie Hales, Commissioner  
Engineering & Development  
Victor F. Rhodes, City Engineer  
1120 S.W. 5th Avenue, Room 802  
Portland, Oregon 97204-1914  
(503) 823-7004  
FAX (503) 823-7371  
TDD 823-6868

May 5, 1997

Mr. Larry F. Nicholas, Director  
Department of Environmental Services  
2115 SE Morrison  
Portland OR 97214

RE: Hawthorne Bridge Streetcar Accommodation

Dear Larry:

First, let me thank you and your staff for the cooperation we have received while exploring the possibility of incorporating accommodation for the streetcar in your Hawthorne Bridge Project. Based on what we have been able to learn to date we wish to proceed with preliminary engineering for streetcar accommodation parallel with your design effort. As costs for the actual construction of the required modifications become better defined and the results of the legislature's gas tax debate are known, we will make a final determination whether to proceed with actual construction which would accommodate the streetcar in the outside lanes of the bridge mainspan.


The City will pay 100% of the incremental or differential cost of conducting this parallel design effort and will enter into an intergovernmental agreement to that effect. Commissioner Hales has already approved this concept and is prepared to introduce an ordinance authoring the agreement.

I would request that your consulting team put together a detailed scope and cost projection for this work. It seems to me that switching from a two-panel deck grate system to a three-grate system will be a relatively easy task in terms of design. The work with respect to the structural integrity of the truss is more complex and I believe it should be broken into two phases. The first phase would be the analysis necessary to determine if modifications to the truss will be required. The second phase would be the actual design and specification of any needed reinforcement. Assuming the consultant has a computer model of the bridge it would appear that the first phase should be of short duration and inexpensive. If the second phase is determined to be necessary, cost for design will rise.

With respect to Item 4 in your letter of April 30th, I have attached our consultant's information and ask that it be considered final. If this is not sufficient please let me know and we will fill in any gaps.

The City's contact person will be Vicky Diede who can be reached at 823-7137 or by FAX at 823-7371. Thanks again for your cooperation. If I have missed anything please call me at 823-7678.

Sincerely,



Victor F. Rhodes  
City Engineer

cc: Commissioner Charlie Hales  
Felicia Trader  
Vicky Diede

haw1.wp



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF TRANSPORTATION & LAND USE PLANNING  
BRIDGE SECTION  
1403 S.E. WATER AVENUE  
PORTLAND, OREGON 97214-3333  
(503) 248-3757 FAX (503) 248-3812

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

May 12, 1997

David Evans and Associates, Inc.  
530 Center Street NE, Suite 605  
Salem, OR 97301

Subject: Hawthorne Bridge #2757 (Painting)  
Federal Aid Project Number: X-BHF-C051(14)  
Hawthorne Bridge #2757 (Deck Replacement)  
Federal Aid Project Number: X-STP-C051(15)  
Contract Addendum #2 - Notice to Proceed

Dear Dave:

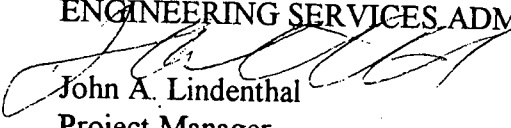
Contract Addendum #2 has been signed and executed by Multnomah County. "Notice to Proceed" on work for Addendum #2 is effective May 12, 1997. ODOT is in the process of signing for concurrence.

For your information, ODOT stated that they would not need to sign for concurrence because there are no Federal funds involved with this addendum. However, we were notified late Thursday, May 8, 1997 that they did want to sign for concurrence. Therefore, as we discussed on Friday, May 9, 1997, we added the ODOT concurrence signature line to the four original contracts that had already been signed by David Evans & Associates, Inc.. When ODOT signatures are obtained the contracts will be distributed.

If there are any questions please contact us at (503) 248-3757.

Sincerely,

EDWARD J. WORTMAN, P.E.  
ENGINEERING SERVICES ADMINISTRATOR/BRIDGES

  
John A. Lindenthal  
Project Manager

cc: Stan Ghezzi/Ed Wortman  
SMG/Vance File/Bridge File



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301607

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-3</u> DATE <u>7/24/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

 Department ENVIRONMENTAL SERVICES Division TRANSPORTATION & LAND USE PLANNING Date 6/23/97

 Contract Originator STAN GHEZZI Phone 248-3757 Bldg/Room 446

 Administrative Contact CATHEY KRAMER Phone 248-2589 Bldg/Room 425

 Description of Contract INTERGOVERNMENTAL AGREEMENT FOR PRELIMINARY ENGINEERING AND COST ESTIMATES FOR STREETCAR ACCOMMODATION ON THE HAWTHORNE BRIDGE

 RFP/BID # N/A Date of RFP/BID N/A Exemption Exp. Date \_\_\_\_\_

 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

 Contractor Name CITY OF PORTLAND DEPARTMENT OF TRANSPORTATION

 Mailing Address 1120 SW 5TH AVE  
PORTLAND OR 97204

 Phone (503) 823-7723

Employer ID# or SS# \_\_\_\_\_

 Effective Date MAY 6, 1997

 Termination Date OCTOBER 31, 1997

 Original Contract Amount \$60,000.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

 Total Amount of Agreement \$ 60,000.00
**REQUIRED SIGNATURES:**
 Department Manager [Signature]

 Purchasing Director (Class II Contracts Only) [Signature]

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

 Encumber: Yes ☐ No ☐

 Date 6/30/97

Date \_\_\_\_\_

 Date 7/16/97

 Date July 24, 1997

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	161	030	6701									
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT FOR  
PRELIMINARY ENGINEERING AND COST ESTIMATES FOR  
STREETCAR ACCOMMODATION ON THE HAWTHORNE BRIDGE**

This AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 1997 is made and entered into by and between MULTNOMAH COUNTY, hereinafter referred to as "the County" and the CITY OF PORTLAND, hereinafter referred to as "the City".

**1 RECITALS**

**1.1** The County's Hawthorne Bridge Painting and Deck Replacement Project, which includes painting and redecking of the bridge's main truss spans plus associated bike and pedestrian improvements is in progress.

**1.2** The County has submitted 30% design details to the Oregon Department of Transportation (ODOT) for this work.

**1.3** The City's Central City Streetcar Project currently consists of a Phase I Alignment on the west side of the Willamette River for which preliminary design & engineering has been completed and for which final engineering is to commence in July, 1997.

**1.4** Interest has been expressed for future streetcar alignments to serve other neighborhoods within or near the Central City and any east side alignments will require the streetcar to operate on one of the bridges crossing the Willamette River.

**1.5** The City and County agree that the opportunity exists to explore what options are available to facilitate the future operation of a streetcar on the Hawthorne Bridge main truss spans and how those options could be incorporated into the County's current project.

**1.6** The County and the City wish to define the terms and conditions of how to accomplish a parallel design process to investigate available options and to anticipate the timing and the funding requirements for any future construction to incorporate the design solutions into the County's Hawthorne Bridge Painting and Deck Replacement Project.

**1.7** The County and the City have authority, under ORS Chapter 190, to enter into this Intergovernmental Agreement.



**NOW, THEREFORE**, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

## **2 DESCRIPTION OF AGREEMENT AND FUTURE OBLIGATIONS**

This Agreement sets forth the County's and the City's rights and obligations with regard to the preliminary engineering for future streetcar operations on the main truss spans of the Hawthorne Bridge and engineered cost estimates for construction.

During parallel design, the County consultants will develop two engineer's estimates, one with streetcar accommodations and one without. Estimated costs for construction engineering and contingencies (E&C) will be included. The difference between the two will be the basis for estimating the costs to provide for the streetcar accommodations and the current schedule indicates these costs will be made available to the City on Friday, July 18, 1997. The City understands that a commitment to construction must be made in writing to the County before the 100% Plans, Specifications & Estimates (PS&E's) for the entire project are due to be submitted to ODOT. The current schedule requires the City to give written notice to the County by Tuesday, August 5, 1997, in anticipation of the County's 100% PS&E's submittal to ODOT on Thursday, August 14, 1997.

Should the City Council commit to the construction of the streetcar accommodations, the City agrees to deposit 65% of the estimated costs to provide for the streetcar accommodations in the Local Government Investment Pool by August 14, 1997. The balance of the necessary funds required for construction are due with one week after bid opening which currently is anticipated on October 23, 1997. Prior to August 14, 1997, the County and City agree to amend this Intergovernmental Agreement to their mutual satisfaction in order to define their respective rights and obligations related to construction and maintenance of the streetcar accommodations to the Hawthorne Bridge.

The County and the City also anticipate that a future Intergovernmental Agreement will be entered into at such time as the City would undertake a project to expand the Central City Streetcar to the east side by way of the Hawthorne Bridge. This future IGA would cover work items, including, but not limited to, design, construction, project management and maintenance costs related to the Hawthorne Bridge and the approach structures.

## **3 TERM OF THE AGREEMENT**

The term of this Agreement will be from May 6, 1997, through October 31, 1997.

## **4 RESPONSIBILITIES OF THE PARTIES**

### **4.1 Responsibilities of the County**

**4.1.a** Provide Project Management for accomplishing a scope of work to accommodate a future low floor streetcar system on the main truss spans of the Hawthorne Bridge, including

**4.1.a.(1)** Structure strengthening, if needed, for future live load and dead load associated with the streetcar system. Verify affected components, including, but not necessarily limited to, floor system and main trusses. Design strengthening as required.

**4.1.a.(2)** Provide a track alignment on outside lanes of main spans to provide optimal driving surface and line-up with east approach blockouts.

**4.1.a.(3)** Modify deck design to provide accommodation for future adjustments of the vertical alignment for addition of streetcar rails as necessary, to include, but not necessarily limited to, grade breaks between spans 4 and 5 and between spans 5 and 6.

**4.1.a.(4)** Modify design for new deck system to allow future installation of rail blockouts.

**4.1.b** Provide the City with progress reports at regular intervals throughout the project, such intervals to be determined to the mutual satisfaction of the County and the City.

**4.1.c** Provide a technical memorandum to the City at the conclusion of the project.

### **4.2 Responsibilities of the City**

**4.2.a** Provide data required for the preliminary engineering including, but not limited to:

**4.2.a.(1)** Vehicle loading, axle and car configurations, operation speeds and operating envelope (including streetcars and the overhead electrical system).

**4.2.a.(2)** Rail geometry and typical cross section dimensions of rail system details, including any necessary accommodations for expansion joints and joints at the lift span.

**4.2.a.(3)** Minimum vertical curve requirements at changes in grade.

4.2.a.(4) Any isolation details addressing stray current which would require installation to minimize impact to the structure during future rail installation.

4.2.b Provide access to streetcar technical consultants as needed during the project.

## **5 BUDGET AND PAYMENT SCHEDULE**

5.1 The maximum budget for the project shall be \$60,000 for the work as set forth in Subsection 4.1 Responsibilities of the County. The breakdown by task is as follows:

5.1.a Multnomah County Consultant \$50,000

Structural Analysis & Design \$32,000

Alignment Details \$4,000

Profile Design \$7,000

Deck System Design \$7,000

5.1.b Multnomah County Staff/Review \$7,500

5.1.c ODOT Staff/Review \$2,500

5.2 The County and City Project Managers are authorized to reallocate costs among the tasks, as long as the total compensation does not exceed the amount set forth in Section 5.1 above.

5.3 The County shall submit billings on a monthly basis to the City for reimbursement. Billings shall include an itemization of labor and direct materials and supplies necessary to perform the work and be further delineated as indicated in Section 5.1 above.

5.4 The City shall pay the amount due to the County within thirty (30) days after receipt of the bill and after the City's Project Manager has reviewed and approved it for payment.

## **6 PROJECT MANAGERS**

6.1 The County Project Manager shall be John A. Lindenthal or such other person as shall be designated by the County Department of Environmental Services - Bridge Section.

6.2 The City Project Manager shall be Vicky L. Diede or such other person as shall be designated by the City Engineer and Bureau Chief of Transportation Engineering & Development.

**6.3** The Project Managers are authorized to approve work and give notices referred to herein, to deliver notice to terminate this Intergovernmental Agreement as provided herein and to carry out any other City or County actions referred to herein.

## **7 TERMINATION OF AGREEMENT**

**7.1** This Intergovernmental Agreement may be terminated by mutual written agreement of the County and the City.

**7.2** In the event of termination, the City shall pay the County for work performed in accordance with the Intergovernmental Agreement prior to the termination date.

## **8 AMENDMENTS**

The County and the City may amend this Intergovernmental Agreement at any time only by written document signed by the authorized representative of each party. The County and City Project Managers may agree to and execute any amendment provided that the amendment does not increase the budget as set out in Section **5 BUDGET AND PAYMENT SCHEDULE**.

## **9 COMPLIANCE WITH LAWS**

In connection with their activities under this Intergovernmental Agreement, the County and City shall comply with all applicable federal, state, and local laws and regulations.

## **10 OREGON LAW AND FORUM**

**10.1** This Intergovernmental Agreement shall be construed according to the law of the State of Oregon.

**10.2** Any litigation between the City and the County under this Intergovernmental Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and, if in the federal courts, in the United States District Court for the District of Oregon.

## **11 INDEMNIFICATION**

**11.1** To the extent permitted by Oregon law, the County shall hold harmless, defend and indemnify the City and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from the County's negligence under this Intergovernmental Agreement.

**11.2** To the extent permitted by Oregon law, the City shall hold harmless, defend and indemnify the County and the County's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against them arising from the City's negligence under this Intergovernmental Agreement.

## **12 ASSIGNMENT**

The County shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without prior written consent of the City which shall not be unreasonably withheld.

### **APPROVALS:**

#### **CITY OF PORTLAND**

By: 

Vera Katz  
Mayor

Date: 4/18/97

By: 

Barbara Clark  
Auditor

APPROVED AS TO FORM:  
APPROVED AS TO FORM

By: 

**CITY ATTORNEY**  
Deputy City Attorney

#### **COUNTY OF MULTNOMAH**

By: 

Beverly Stein  
Chair

Date: July 24, 1997

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # R-3 DATE 7/24/97  
DEB BOGSTAD  
**BOARD CLERK**

REVIEWED:

By: 

Assistant County Counsel

## ORDINANCE No. 171256

\* Intergovernmental Agreement with Multnomah County for preliminary engineering and cost estimates related to the potential for future streetcar accommodation on the Hawthorne Bridge.  
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Multnomah County's Hawthorne Bridge Painting and Deck Replacement Project, which includes painting, redecking of the bridge's main truss spans and bike and pedestrian improvements is in progress; and the County has submitted 30% design details to the Oregon Department of Transportation.
2. The City's Central City Streetcar Project consists of a Phase I Alignment on the west side of the Willamette River for which preliminary design and engineering has been completed and for which final engineering could commence in July, 1997.
3. Future opportunities to expand the Central City Streetcar to east side neighborhoods and destinations will depend on the ability to operate on one of the County's Bridges.
4. Streetcar operations on any bridge will require technical analysis to determine the needed changes and modifications to the bridge structure.
5. The County's Hawthorne Bridge Painting and Deck Replacement Project offers a unique and timely opportunity to investigate what changes to the 30% design would be required to allow for the future installation of tracks and electrical components for the streetcar and the costs to do so.
6. The City and the County recognize that planning now for the accommodation of tracks and electrical components on the Hawthorne Bridge will allow for any future streetcar operation to be accomplished more efficiently and with less disruption.
7. While the County is working under a severe timeline to complete their project, they have been very cooperative and helpful in developing a scope of work and schedule which would allow the integration of a parallel design effort related to future streetcar operations into the County process.
8. This Intergovernmental Agreement has been prepared jointly by City and County staff for City Council and County Commission consideration.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to enter into an Intergovernmental Agreement similar in form to the agreement attached to the original of this Ordinance, and by reference made a part hereof.
- b. The Mayor and the Auditor are further authorized to draw and deliver warrants to Multnomah County, chargeable to the Transportation Operating Fund, AU 159, Object Code 210.
- c. The City's Project Manager is authorized to agree to and execute, on behalf of the City, any amendment which does not increase the amount of the Intergovernmental Agreement.

Section 2. The Council declares that an emergency exists because delay in executing this agreement would adversely impact the County's ability to meet its schedule; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, JUN 11 1997

Commissioner Charlie Hales  
Vicky Diederich  
June 4, 1997

S:\projects\3202\res-ord\igamult.wpd

BARBARA CLARK  
AUDITOR OF THE CITY OF PORTLAND

BY

*Britta Olson*

DEPUTY

MEETING DATE: JUL 24 1997  
AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: PCRB exemption request to exceed the 33% change order limitation on the renovation of the Northeast Health Center Walnut Park Building

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: July 24, 1997

Amount of Time Needed: 5 minutes

DEPARTMENT DES DIVISION Facilities Management

CONTACT Patrick Jones/Franna Hathaway TELEPHONE # 248-3322 / 248-5111

BLDG/ROOM# 421/3<sup>rd</sup>/421/1<sup>st</sup>

PERSON (S) MAKING PRESENTATION: Franna Hathaway/Patrick Jones

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

PCRB Exemption Request to exceed the 33% Change Order Limitation for the Renovation of the Northeast Health Center Walnut Park Building

7/17/97 copies of notice & application to Daily Journal, Franna Hathaway, Patrick Jones & Dave Boyer

SIGNATURE REQUIRED:

ELECTED OFFICIAL: 8/1/97 copies of notice & order to Franna Hathaway, Dave Boyer & Patrick Jones

OR  
DEPARTMENT MANAGER: Dave Boyer

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 JUL 15 PM 12:52

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any questions: Call the Office of the Board Clerk 248-3277/248-5222



**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager  
Purchasing Section

TODAY'S DATE: July 15, 1997

REQUESTED PLACEMENT DATE: July 24, 1997

RE: PCRB exemption request to increase the contract amount to Seabold Construction Co. for the renovation of the Northeast Health Center Walnut Park Building over the 33% change order limitation

I. Recommendation/Action Requested:

Facilities and Property Management is seeking Board approval for an exemption to exceed the 33% change order limitation for additional construction at the Northeast Health Center Walnut Park Building.

II. Background/Analysis:

A formal bid was let and a contract executed for construction/remodel for the Northeast Health Center Walnut Park Building. Facilities Management staff determined that additional work needed to be completed that exceeded the original scope of work. These included the replacement of the second floor windows, additional required seismic work, time loss delay, replacement of deteriorated sub-flooring, additional required work to the parking lots and additional exterior painting. These represent an increase to the original contract amount of \$1,269,259 by \$542,305 for a new contract total of \$1,811,564.

III. Financial Impact:

N/A

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

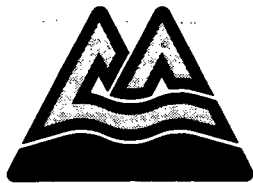
Current County policies require that change orders for building remodel or renovation that exceed 33% of the original amount of the contract must be exempted from formal competitive bidding by the Public Contract Review Board.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

Date: June 24, 1997

To: Franna Hathaway

From: Patrick L. Jones

Attn: Jim Emerson, Larry Nicholas

Re: ~~Emergency~~ Exemption for Renovation of Northeast Health Center Walnut Park

Currently Seabold Construction has a contract in the amount of \$1,649,058.00 with the County for the alteration and renovation of the Northeast Health Center Walnut Park. This amount includes two approved change orders in the amount of \$379,799.00. These dollars reflected increases in the scope of work and unforeseen conditions.

Seabold Construction has submitted a Change Order in the amount of \$162,506.00. This work is for replacement of the second floor windows, additional required seismic work, time loss delay, replacement of deteriorated subflooring, additional required work to the parking lots, and additional exterior painting. This amount is more than 33% of the original contract. I have reviewed the work with the Architect and Jim Emerson, and we agree that the costs are reasonable. Due to the fact that this work is required, is extension of existing work and needs to be completed as soon as possible to keep disruption of the clinic to a minimum and to insure safety of pedestrians and staff, I request that an exemption be granted to approve the change order request, and to perform the required work.

Attached please find a copy of the original contract approval form and requested change order.

Thank you,

Cc: Wayne George  
Jan Thompson

RECEIVED  
PURCHASING SECTION  
97 JUL -7 PM 2:37  
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 • 248-5222

## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, July 24, 1997, at 9:30 a.m. in the second floor auditorium of the Portland Building, 1120 SW Fifth, Portland, Oregon, regarding an exemption to exceed the 33% change order limitation for construction work at the Northeast Health Center Walnut Park Building.

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  
Patrick Jones

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an exemption to )  
exceed the 33% change order )  
limitation for construction work at )  
the Northeast Health Center Walnut )  
Park Building )

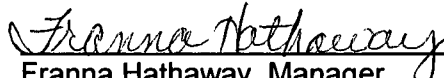
A P P L I C A T I O N

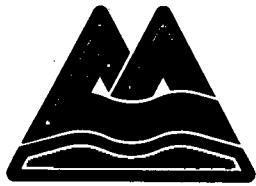
Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Facilities and Property Management Division, is hereby made pursuant to the Board's Administrative Rule AR 10.140 adopted under the provisions of ORS 279.015 for an order of exemption from the formal competitive bid process to exceed the 33% change order limitation and amend the original contract with Seabold Construction Co. for the renovation of the Northeast Health Center Walnut Park Building by 43% for a total contract amount of \$1,811,564.

This exemption Request is due to the following facts:

1. The original contract was competitively bid.
2. During the course of this contract additional work was identified by Facilities Management.
3. Completing this work with the existing contractor allowed for the project to be completed sooner and minimizing disruption of the clinic.

Purchasing is submitting this application for Board approval due to the fact that the work is in process and Contractor payment is due.

  
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 • 248-5222

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, July 24, 1997, at 9:30 a.m. in the second floor auditorium of the Portland Building, 1120 SW Fifth, Portland, Oregon, and approved Order 97-151 authorizing an exemption to exceed the 33% change order limitation for construction work at the Northeast Health Center Walnut Park Building.

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  
Patrick Jones

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

Authorizing Exemption to Exceed the )  
33% Change Order Limitation for ) ORDER  
Construction at the Northeast Health ) 97-151  
Center Walnut Park Building )

WHEREAS, 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, a request from the Department of Environmental Services, Facilities and Property Management Division an exemption from the formal competitive bid process to exceed the 33% change order limitation and amend the original contract with Seabold Construction Co. for the renovation of the Northeast Health Center Walnut Park Building by 43% for a total contract amount of \$1,811,564; and

WHEREAS, the request for exemption, as it appears in the application, is based upon the fact that the increase in excess of 33% is due to the need for additional work identified after the work specified in the original bid was underway; and

WHEREAS, this request for an exemption is in accord with the requirements of ORS 279.015 and PCRB Rule 10.140; now therefore

IT IS ORDERED that the contract with Seabold Construction Co. may be increased by 43% to a total of \$1,811,564.

DATED this 24th day of July, 1997.



BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW  
BOARD

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Counsel



MEETING DATE: JUL 24 1997  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:45am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: PMCoA/SAFE IGA

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

REGULAR MEETING: DATE REQUESTED: July 24, 1997  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Commissioner Saltzman DIVISION: \_\_\_\_\_

CONTACT: Andrea Jilovec TELEPHONE #: 248-5220  
BLDG/ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Staff

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and City of Portland regarding  
Portland/Multnomah Commission on Aging/Special Advocates for Elders (SAFE)

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: JULY 16, 1997

REQUESTED PLACEMENT DATE: JULY 24, 1997

RE: Intergovernmental Agreement between Multnomah County and City of Portland regarding Special Advocates for Elders (SAFE) nonprofit corporation.

I. Recommendation/Action Requested:

Approval of IGA.

II. Background/Analysis

The Portland/Multnomah Commission on Aging (PMCoA) was created by Intergovernmental Agreement on July 1, 1984 to provide advocacy services for older adults and advice to the County and the City on matters concerning older adults.

With approval, Special Advocates for Elders (SAFE) which has been incorporated under Section 501(c)(3) on the Internal Revenue Code will become the organization to serve as the clearinghouse for resources for older adults and their families. The nonprofit structure will provide a more flexible fund-raising structure and enable PMCoA to be more effective and flexible in its advocacy. PMCoA will become a part of the SAFE overall structure.

III. Financial Impact

The 1997-98 County Budget appropriation for PMCoA shall be the funding base for the restructured PMCoA (SAFE).

The 1997-98 County budget appropriation totals \$108,483; The breakdown is as follows: \$68,225 comes through the County General Fund through the Chair's office; \$40,258 comes through Aging and Disabilities Services Department in combined funding from the General Fund and Title XIX funds.

IV. Legal Issues

The agreement shall be effective as of October 1, 1997 and shall continue until it is terminated by mutual agreement of the parties.

V. Controversial Issues

None.

VI. Link to Current County Policies:

Multnomah County and the City of Portland have maintained the PMCoA IGA since 1984. This IGA will terminate the former IGA specific to PMCoA and create a new agreement between the County, the City and SAFE.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The City of Portland



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500298

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-5</u> DATE <u>7/24/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
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Department Non-Departmental Division Comm. Saltzman Date July 16, 1997Contract Originator Andrea Jilovec Phone 248-5220 Bldg/Room 106/1500Administrative Contact Katie Gaetjens Phone 248-3138 Bldg/Room 106/1530

Description of Contract Intergovernmental Agreement between Multnomah County and the City of Portland for administration of the Special Advocates for Elders (SAFE) nonprofit corporation.

RFP/BID # N/A Date of RFP/BID N/A Exemption Exp. Date N/AORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland-Auditor  
 Mailing Address 1220 SW Fifth, Rm 202  
Portland, OR 97204

Phone 823-4082Employer ID# or SS# 93-6002236Effective Date October 1, 1997Termination Date Mutual Agreement w/6 mos. noticeOriginal Contract Amount \$ 108,483Total Amount of Previous Amendments \$ N/AAmount of Amendment \$ N/ATotal Amount of Agreement \$ 108,483Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☒ Lump Sum \$ \_\_\_\_\_ ☒ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 7/15/97

Date \_\_\_\_\_

Date 7/15/97Date July 24, 1997

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager Don SaltzmanPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel Katie GaetjensCounty Chair / Sheriff PhilbyContract Administration \_\_\_\_\_  
(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 DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## INTERGOVERNMENTAL AGREEMENT

### PARTIES

This Intergovernmental Agreement is between the City of Portland, Oregon and Multnomah County, Oregon.

### RECITALS

1. STATEMENT OF HISTORY OF PORTLAND MULTNOMAH COMMISSION ON AGING (PMCoA)

a. City of Portland/Multnomah County Intergovernmental Agreement

(i) Purpose

The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1984, as amended, a City/County Commission known as the Portland Multnomah Commission on Aging. The purpose of PMCoA is to provide advocacy for older adults and advice to the City, County, and the Area Agency on Aging on matters concerning older adults.

(ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of PMCoA and employees of PMCoA were deemed employees of the City for purposes of determining fringe benefits.

2. STATEMENT OF HISTORY OF SPECIAL ADVOCATES FOR ELDERS (SAFE)

a. Incorporation and tax status

SAFE is incorporated under the Oregon Nonprofit Corporation Law. SAFE is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Purposes

SAFE exists to assure a vibrant community through the active

involvement of older adults.

SAFE will: serve as a clearinghouse for resources for the older adult and their families; enhance the educational opportunities for older adults and their families; advocate for neighborhoods and communities that provide coordinated and easily accessible services; advocate for a community with a marketplace that is hospitable to the special needs of some older adults and where services, products, and design take this into account; promote the overall quality of life for older adults and their families.

**WHEREFORE: THE PARTIES AGREE AS FOLLOWS:**

1. **SAFE DESIGNATED AS OFFICIAL ADVISORY AGENCY ON AGING ISSUES**

SAFE shall be designated as the advisory agency on aging issues with responsibility for serving older citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support for the advocacy and education of older citizens and their families.

2. **SELECTION OF SAFE BOARD OF DIRECTORS**

The Board of Directors of SAFE shall be elected to the Board according to the SAFE Articles of Incorporation.

3. **THE PARTIES WILL REQUIRE SAFE TO MAINTAIN A CITIZEN ADVISORY COUNCIL ON AGING**

The parties will require SAFE to maintain as one of its programs a Council on Aging that will conform to the requirements of the Older Americans Act, and the Oregon Public Records and Public Meeting Law, and that will provide advocacy for older adults and advice to the City, County, and Area Agency on Aging on all matters related to older adults.

4. **SELECTION OF CITIZEN ADVISORY COUNCIL MEMBERS**

The Commission shall be a body separate from the Board of Directors of the nonprofit and shall consist of thirty one members. Appointments of

members to the Commission shall be made as follows:

a. Mayor of City of Portland shall appoint one (1) consumer each representing the North, Downtown, Northwest, and Near Northeast District Advisory Councils; five (5) members representing retired persons organizations; and six (6) members-at-large.

b. Multnomah County Board Chair shall appoint one (1) consumer each representing the East, Mid-County, Southeast, Northeast and Southwest District Advisory Councils; three (3) members representing retired persons organizations; six (6) members-at-large and one (1) consumer representing the disabled.

c. The Commission shall appoint one (1) elected official.

d. District Advisory councils, disabled programs, and retired persons organizations shall submit names to the Citizen Commission's nominating committee for screening. Nominations for other positions will be solicited from individuals, groups and organizations to insure a broad representation of the elderly, their advocates, and the community. The nominating committee will forward the applicants' names with recommendations for appointment to the appointing authority through their liaison Commissioner. The Mayor and County Board Chair may appoint non-voting ex-official members.

e. If the appointing authority has not filled a position within sixty (60) days of receipt of the Commission's nominations, then the Commission shall be empowered to appoint members to fill vacancies.

5. APPOINTMENT OF LIAISON

The City and County shall each appoint one elected commissioner to serve as liaison to SAFE.

6. TRANSITION AGREEMENT

A transition agreement shall be entered into between the City of Portland and SAFE, transferring PMCoA services, assets, and contracts.

7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

The Intergovernmental Agreement, originally executed on January 1, 1984 as amended, renewed, or extended prior to this time between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of PMCoA listed in Exhibit A of the Transition Agreement shall be distributed to SAFE.

8. SERVICE AGREEMENTS BETWEEN SAFE AND INDIVIDUAL JURISDICTIONS

Services agreements for developing and administering aging advocacy, advisory, and education programs shall be entered into between SAFE and City of Portland and Multnomah County.

9. IMPLEMENTATION

(a) Arbitration

In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.



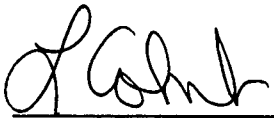
(b) Performance of work

Notwithstanding any dispute under this Agreement, whether before or during arbitration, SAFE shall continue to perform its work pending resolution of the dispute.

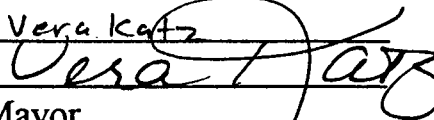
10. EFFECTIVE AND TERMINATION DATES

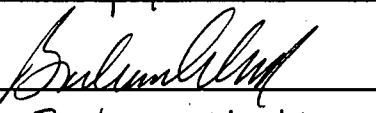
This Intergovernmental Agreement shall be effective as of October 1, 1997 and shall continue until it is terminated by mutual agreement of the parties or at the request of either party with six (6) months notice.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City of Portland Attorney

**CITY OF PORTLAND, OREGON**

By:   
Name: Vera Katz  
Title: Mayor  
Date: 8/4/97

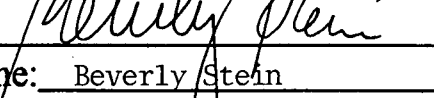
By:   
Name: Barbara Clark  
Title: Auditor  
Date: 8/4/97

**REVIEWED:**

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By:   
\_\_\_\_\_  
Assistant County Counsel  
Katie Gaetjens

**BOARD OF COUNTY  
COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON**

By:   
Name: Beverly Stein  
Beverly Stein, Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 7/24/97  
DEB BOGSTAD  
BOARD CLERK

\* Intergovernmental Agreement with Multnomah County designating the Special Advocates for Elders Foundation as the official advisory agency on aging issues and terminating the City of Portland and Multnomah County Intergovernmental Agreement which created the Portland Multnomah Commission on Aging.

The City of Portland ordains:

Section 1. The Council finds:

1. Portland/Multnomah Commission on Aging (PMCoA) has provided leadership and advocacy for seniors since 1968 and has expanded its activities to include providing on-going citizen input and advice on public policy issues such as aging services, adult foster care homes, police and safety, parks and leisure activities, providing elder friendly certification for businesses and public services, and providing ombudsman services to subsidized housing tenants; and,
2. The City of Portland and Multnomah County in 1968 established a commission on aging to advise local government on issues, programs, and policies that impact elders in our community; and,
3. Multnomah County including the incorporated areas of the City of Portland, was designated by the State of Oregon as one planning and service area for seniors; and,
4. Multnomah County and the City of Portland agreed in 1974 to serve as the Area Agency on Aging (AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within Multnomah County; and,
5. The designation of an administrative unit to assume the responsibilities of the AAA and the establishment of an advisory council is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under

Title XIX of the Social Security Act; and,

6. The City of Portland and Multnomah County in 1982 adopted an Aging Policy to provide guidance to both jurisdictions in the development and maintenance of services to the elderly; and,
7. The Aging Policy recognizes that older citizens have the right to full participation in society and that it is important for many older people to feel responsible for securing an improved quality of life for themselves and others; and,
8. The City and County in 1982 merged the advisory group for the AAA with the advisory group for the City and County and formed PMCoA;
9. The City and County by a 1984 Intergovernmental Agreement agreed to fund jointly the Portland/Multnomah Commission on Aging (PMCoA) as the citizens' advisory group to the City, County and Area Agency on Aging; and,
10. PMCoA has determined that a private nonprofit structure would provide a more flexible fund-raising structure and enable PMCoA to expand and be more effective and flexible in its advocacy; and,
11. The City and County have approved PMCoA pursuing restructuring to a nonprofit; and,
12. The City and County's financial support of PMCoA as a nonprofit will continue the City and County's commitment to provide the services required as the official citizens' advisory group to the Area Agency on Aging and to the City and County.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized and directed to enter into an Intergovernmental Agreement with Multnomah County substantially in conformance to that attached hereto as Exhibit A, which designates

Special Advocates for Elders Foundation as the official advisory agency on aging issues; and;

- b. The City/County Intergovernmental Agreement which established the Portland Multnomah Commission on Aging be terminated and the thirty (30) day termination requirement be waived.

Section 2. The Council declares that an emergency exists because the Portland Multnomah Commission on Aging will become the Special Advocates for Elders Foundation on October 1, 1997 and in order for there to be no interruption of services the Intergovernmental Agreement must be established. Now therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council: JUL 23 1997

Commissioner Kafoury  
Tracy Osborn  
July 17, 1997

BARBARA CLARK  
Auditor of the City of Portland  
By *Bette Olson*  
Deputy

BUDGET MODIFICATION NO.

NOND #1

(For Clerk's Use) Meeting Date

JUL 24 1997

Agenda No.

R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

7/24/97

(Date)

DEPARTMENT Nondepartmental

DIVISION County Counsel

CONTACT Thomas Sponsler

TELEPHONE 248-3138

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

Gerald Itkin

SUGGESTED

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

**Budget modification Nond #1 requesting restoration of a law clerk in County Counsel.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

**Increases County Counsel personnel budget by 1 FTE Law Clerk. Increases expenditures in the insurance fund by \$38,219.**

**Reduces Insurance fund contingency by \$38,219.**

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

NA

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 15 PM 12:17  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Insurance

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification (\$38,219)

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

REBORH C Boaster

7/24/97

Thomas Sponsler

7/14/97

NOND #1

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

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

CURRENT FY

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0.83	10 months this fiscal year. Law Clerk 9055	28,750	5,163	4,306	0 38,219 0 0 0 0 0 0 0 0 0 0 0
TOTAL CURRENT FISCAL YEAR CHANGES		28,750	5,163	4,306	38,219

## TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

## TRANSACTION RB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

# STAFF REPORT: BUDGET MODIFICATION REQUEST FOR OFFICE OF COUNTY COUNSEL

## 1. RECOMMENDATION/ACTION REQUESTED

Approval of budget modification Nond #1: Additional law clerk position in the insurance fund budget.

## 2. INTRODUCTION

Law clerks provide valuable services for County Counsel and to the Board of County Commissioners and county departments by helping attorneys provide proactive legal services to anticipate and reduce claims against the insurance fund.

## 3. BACKGROUND/ANALYSIS

For approximately 6 years prior to the 1997-98 fiscal year, County Counsel staff has included two law clerks. One position has been funded out of the general fund, and one out of the insurance fund. This funding split was based upon the fact that one law clerk provided support services primarily to advisory attorneys, and the other law clerk provided services primarily to the litigation attorneys. Due to the 10% general fund constraint, the law clerk position was cut from the general fund budget for 1997-98.

However, the demand for legal services over the years has increased, both for advisory and litigation services. A law clerk to assist in research increases the efficiency of the attorneys providing legal advice to county departments and elected officials, and reduces claims against the insurance fund.

The second law clerk assists lawyers to provide pro-active representation of the County. This helps to avert potential threats to the insurance fund which can result from less informed decision making. The law clerk assists in researching issues and identifying options regarding the many clients' problems and issues. This assistance allows County Counsel to provide timely, efficient and effective advice regarding the legal basis for and the risks associated with contemplated actions.

The alternative for existing attorneys is to perform the tasks now performed by the law clerk, thereby reducing the amount of attorney time available for necessary legal services, and increasing response time to clients. Without the assistance of this law clerk, advice will be less timely and less often thoroughly researched and analyzed. Clients will be forced to make less informed decisions. Uninformed or misinformed decisions can result in claims against the insurance fund.

Funding this law clerk position out of the insurance fund will allow County Counsel to maintain current service levels to the Board of County Commissioners and county departments.

## 4. FINANCIAL IMPACT

1997-98 Budget: This add package would increase the insurance fund budget by approximately \$45,000.

*\$38,219 ch*  
Continuing costs ~~in the future~~ is expected to be  
about \$46,000  
*ch*



5. LEGAL ISSUES

None.

6. CONTROVERSIAL ISSUES

None.

7. LINK TO CURRENT COUNTY POLICIES AND BENCHMARK

Without the support services of a law clerk, County Counsel's ability to meet goals of maintaining or increasing the quality of services provided to the Board of County Commissioners and all county departments is severely compromised.

8. CITIZEN PARTICIPATION

None.

9. PARTNERSHIPS AND COLLABORATION

Provides support to elected officials and all County departments.

MEETING DATE: JUL 24 1997

AGENDA #: R-7

ESTIMATED START TIME: 9:50 am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: I.G.A. with Department of Community Corrections Plan

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: 07/24/97 or 7/31/97

AMOUNT OF TIME NEEDED: 30 Minutes

DEPARTMENT: JACJ DIVISION: Adult Community Justice

CONTACT: Cary Harkaway TELEPHONE #: 83039

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Bob Grindstaff

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

IGA with Department of Corrections and approval of 1997-99 Community Corrections Plan.

8/8/97 originals to Steeve Thompson

### SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: Marvin R. Grindstaff

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY DEPARTMENT OF  
JUVENILE AND ADULT COMMUNITY JUSTICE

MEMORANDUM

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TO: Board of County Commissioners

FROM: Cary Harkaway *CH*

TODAY'S DATE: July 14, 1997

AGENDA DATE: July 24 or 31, 1997

SUBJECT: IGA with Oregon DOC and 1997-99 Multnomah County Community Corrections Plan

---

I. ACTION REQUESTED

Approval of IGA with the Oregon Department of Corrections for operation of state funded community corrections programs as outlined in our 1997-99 Community Corrections Plan. The Plan is an attachment to the IGA.

II. BACKGROUND/ANALYSIS

State statute calls for each County to submit a Community Corrections Plan approved by the Local Public Safety Coordinating Council and the Board of County Commissioners as a requirement for receiving State community corrections funds. State funding includes a Grant-In-Aid for basic community corrections operations, New Impact Funds for managing the SB1145 population, Release Subsidy to assist returning parolees, and Parole Hearings funds to defray the local cost of administrative hearings. Funding is for the 1997-99 biennium.

The 1997-99 Multnomah County Community Corrections Plan includes the County's strategy for sanctioning offenders sentenced to 12 months or less (the SB1145 population) and the "supervision redesign," already discussed with the Board, which focuses resources on higher risk offenders.

### III. FINANCIAL IMPACT

The State has allocated approximately \$56.7 million to Multnomah County for the biennium. A portion of those funds is included in the approved JACJ budget for 1997-98.

### IV. LEGAL ISSUES

None.

### V. CONTROVERSIAL ISSUES

None.

### VI. LINK TO CURRENT COUNTY POLICIES

The Plan, particularly the supervision redesign and SB1145 strategy, is based on an effort to reduce recidivism consistent with recent research, promising practices, and County benchmarks for public safety.

### VII. CITIZEN PARTICIPATION

The Plan has been reviewed by the Local Public Safety Coordinating Council and the Executive Committee of the Council has recommended it to the Board.

### VIII. OTHER GOVERNMENT PARTICIPATION

Key elements of the Plan were developed in consultation with the Sheriff's Office, the District Attorney's Office, and the Circuit and District Court.



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 900374

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # 5

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (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	<b>CLASS III</b> <input type="checkbox"/> Intergovernmental Agreement over \$25,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # <u>R-7</u> DATE <u>7/24/97</u></b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>
--	---	---

Department: Juvenile and Adult Comm. Correct. Division: Adult Community Justice Date: 7/14/97  
 Contract Originator: Cary Harkway Phone: 3039 Bldg/Room: 161/600  
 Administrative Contact: Sherine Murphy Phone: 6624 Bldg/Room: 311  
 Description of Contract:

IGA agreement with the State of Oregon Department of Corrections for funding and operations of community corrections in Multnomah County, for biennium budget of 1997/98.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR #: \_\_\_\_\_ Contractor is ☐MBE ☐WBE ☐QRF

Contractor Name: <u>State of Oregon Department of</u> Mailing Address: <u>Corrections</u> <u>2575 Center Street, N.E.</u> <u>Salem OR 97310</u> Phone: _____ Employer ID# or SS#: _____ Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1999</u> Original Contract Amount: \$ <u>29,153,975.00</u> Total Amt of Previous Amendments: \$ <u>35,610,012.00</u> Amount of Amendment: \$ <u>56,674,537.00</u> Total Amount of Agreement: \$ <u><del>122,200,122</del> 121,438,524.00</u>	Remittance Address (if different): _____ _____ _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <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"/>	Terms <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other
---	---	---

REQUIRED SIGNATURES:  
 Department Manager: [Signature] Date: 7-14-97  
 Purchasing Manager: [Signature] Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: [Signature] Date: 7-16-97  
 County Chair/Sheriff: [Signature] Date: July 24, 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 ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	022	2222			2300				30,955,102	
02	156	022	2317			2303				187,193	
03	156	022	2224			2334				100,000	

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance — DCC-Fiscal

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
STATE OF OREGON DEPARTMENT OF CORRECTIONS  
AND  
MULTNOMAH COUNTY

THIS AGREEMENT is made and entered this 1<sup>st</sup> day of July, 1997 by and between the DEPARTMENT OF CORRECTIONS, an agency of the State of Oregon, hereinafter "DOC," and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter "COUNTY."

WHEREAS, DEPARTMENT OF CORRECTIONS is an agency of the State of Oregon and MULTNOMAH COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services within MULTNOMAH COUNTY within the requirements of ORS 423.475 to 423.565;

WHEREAS, the Legislative Assembly of the State of Oregon enacted legislation establishing community correction's programs on a continuing basis (ORS 423.475 to 423.565); and

WHEREAS ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

WHEREAS ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

WHEREAS ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate to the hearings officer the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

WHEREAS ORS 137.540 provides that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions.

WHEREAS ORS 423.555 requires DOC with cooperation from COUNTY to establish and operate a statewide evaluation and information system to monitor the effectiveness of correctional services.

WHEREAS ORS 423.478(2)(a)(b)(c)(d)(e) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less to COUNTY, now, therefore,

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

## I. DEFINITIONS

- A. Community Corrections Manager: Individual, designated by the COUNTY pursuant to ORS 423.525 as responsible for planning and implementation of the corrections programs as set forth by the local Corrections Plan.
- B. Community Corrections Plan: A document developed by Local Public Safety Coordinating Council and adopted by County governing body pursuant to ORS 423.525 and 423.535 and received by the DOC Director or designee.

## II. COMMUNITY CORRECTIONS PLAN AND AMENDMENTS

COUNTY has developed and DOC has received a Community Corrections Plan, a copy of which is marked Exhibit "A" and is attached and by this reference made a part hereof. COUNTY and DOC agree that the Community Corrections Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. Either the COUNTY or DOC may seek to amend or modify the Plan subject to procedures outlined in DOC rule. The COUNTY or DOC may seek to amend or modify the Plan according to ORS 423.525 and DOC rule governing the support and development of Community Corrections Programs. A copy of the amendment or modification will be marked in sequence beginning with the designation "Exhibit A-1 " and attached to the above-mentioned Exhibit "A" and thereafter, by this reference, will be a part hereof.

## III. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY will participate according to this Agreement and assume administrative responsibility for correctional services within its jurisdiction previously provided by DOC.
- B. COUNTY will designate a Community Corrections Manager and employ other staff to implement the COUNTY COMMUNITY CORRECTIONS PLAN and perform such other duties as may be specified elsewhere in this AGREEMENT subject to the approval of the COUNTY Governing Board.

- C. Subject to the requirements of Oregon Local Budget Law, COUNTY will maintain the level of COUNTY general fund as specified in this agreement. Nothing should be construed to obligate COUNTY to appropriate general funds for these activities beyond the current fiscal year. Should COUNTY fail to make such an appropriation as indicated in the COMMUNITY CORRECTIONS PLAN, the rights of the parties as specified in Paragraph D of the termination portion of this agreement may apply, at DOC's option.
- D. Funding received by COUNTY pursuant to ORS 423.530 will not be used to replace moneys, other than federal or state funds, currently being used by the county for existing correctional programs.
- E. COUNTY will improve on outcomes based on county performance in the baseline year of 1995-96 or will maintain performance if county outcomes are better than the statewide average:
1. Reduce recidivism (as measured by felony and misdemeanor convictions):
    - a. From first release from prison or from initial probation sentence and tracking for three years at one year intervals: conviction of a felony, conviction of a misdemeanor.
    - b. Conviction of a felony and conviction of misdemeanor during active supervision
    - c. Conviction of a felony and conviction of a misdemeanor three years after active supervision ends.
  2. Increase positive case closure rates:
    - a. As measured by risk and legal status
  3. Decrease percentage of high risk cases on abscond status
- F. Except as otherwise provided by rules or orders of DOC and the Board of Parole and Post-Prison Supervision, the COUNTY will implement and use a continuum of administrative sanctions for violators of conditions of probation, parole and postprison supervision as



authorized by ORS 144.106, ORS 144.334, ORS 144.343 and ORS 137.540.

- G. COUNTY agrees to implement and apply the intermediate sanctions and services according to the Parole Intervention Guidelines and Structured Probation Sanctions attached and herein incorporated by reference. Sanctions/interventions may be subject to change upon written agreement between the parties.
- H. COUNTY will follow all applicable DOC Community Corrections Services Administrative Rules including those related to the Community Corrections Act, opening and closing of offender files, detainers, archiving of files, Oregon Case Management System classification, parole/post-prison supervision release, release subsidy and release planning, release of information, intervention guidelines, structured sanctions, presentence reports, sex offender registration and notification, revocation reports, sanction reporting process, interstate compact and case transfer.
- I. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
  - 1. Federal Code, Title 5 USCA 7201 et sec - Anti-discrimination in Employment.
  - 2. Oregon Statutes, Enforcement of Civil Rights: 659.010, 659.015, 659.020, and 659.030.
  - 3. Americans with Disabilities Act.
- J. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DOC as needed to comply with state requirements. COUNTY agrees to, and does hereby grant DOC the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- K. COUNTY will permit authorized representatives of DOC to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- L. COUNTY will follow DOC prescribed allotment and expenditure reporting system and shall provide this information on each discrete

program in the COUNTY community corrections plan. This system will be used for controlling accounting, allocation of funds by DOC and to provide suitable records for an audit. COUNTY will provide DOC copies of its annual audit report required by ORS 297.425.

- M. If funding from DOC is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement and an appropriate modification of this Agreement will be negotiated.
- N. COUNTY will participate in Offender Profile System [OPS] and in Integrated Supervision Information System [ISIS].
- O. Commencing with 01 October 1996, COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact.

#### IV. DOC RESPONSIBILITIES

- A. Participate according to this Agreement.
- B. Provide funding as provided in Section V of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. DOC will furnish COUNTY, in a timely manner, those records, documents and forms required for COUNTY to meet its obligations.
- E. DOC will furnish data, descriptive information and reports, available to the DOC and requested by COUNTY, that will assist COUNTY in complying with DOC requirements. This data includes, but is not limited to detail regarding outcomes noted in Section III, Article E. DOC agrees to, and does with this grant, COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this agreement.
- F. DOC agrees to provide COUNTY an opportunity to review, and comment on all administrative rules intended to incorporate and

implement new legislative initiatives that have fiscal or program impact on COUNTY.

- G. If by legislative action, funding from DOC is reduced to COUNTY, DOC agrees to provide reasonable notice and transition opportunity to COUNTY, before changes that significantly alter approved appropriations and programs.
- H. If the COUNTY ceases to participate in Community Corrections as described in ORS, Chapter 423, the DOC may recover title and possession to property previously transferred to COUNTY.
- I. DOC will ensure that COUNTY will have continued access to the DOC computer system at no charge to COUNTY. Any equipment or software upgrades to assure this access, however, is the responsibility of COUNTY. If the DOC computer is used in any way other than for pass-through of COUNTY data to DOC system, COUNTY will provide support for additional activities. DOC will provide timely notification and technical assistance when changes are made that impact connectivity to the information system.
- J. The DOC Community Corrections Branch will administer the provisions of the Interstate Compact of parolees and offenders on probation and post-prison supervision as described in ORS 144.610.

## V. FUNDS

- A. The funds authorized under this Agreement are intended for the implementation of the Plan (Exhibit A) during the term of this Agreement.
  - 1. Funds, services and sanctions are set out in the Plan.
  - 2. Both parties agree that the use of funds may be amended or modified pursuant to Section II of this Agreement by amending the COMMUNITY CORRECTIONS PLAN.
  - 3. Supervision fees collected by COUNTY Community Corrections staff will be retained by COUNTY and will be used exclusively for community services purposes as required by Administrative Rule.

4. Under Expenditure of Funds: State General Fund determined by DOC to be under expended or unexpended or unencumbered for authorized expenditures will be refunded to DOC.
5. Unauthorized Expenditures: Any State General Fund expended for unauthorized purposes will be deducted by DOC from payment or refunded to DOC as may be required.
6. Within 120 days following the end of the State's biennial budget period, COUNTY will remit State General Fund monies unspent according to the State Accounting Manual within the biennial budget period to DOC for reversion to the State General Fund.
7. DOC recognizes COUNTY as an extension of DOC for all Community Corrections appropriations provided by the State of Oregon Legislature, for purposes of the delivery of field corrections services.

## VI. NONCOMPLIANCE

- A. The Assistant Director of the Community Corrections or designee shall annually review a county's compliance with the intergovernmental agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the approved Plan and this Agreement.
- B. If it is determined that there are reasonable grounds to believe that a county is not in substantial compliance with the intergovernmental agreement or plan, DOC shall contact the county regarding the alleged noncompliance and offer technical assistance to reach compliance. If the county does not resolve the alleged noncompliance, DOC shall, after giving the county not less than 30 days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance which may include peer review or other assistance, is provided and the hearing occurs, DOC may suspend any portion of the funding made available to the county under ORS 423.500 to 423.560 until the required compliance occurs.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

## **VII. HOLD HARMLESS**

To the extent permitted by Article 11, Section 7 and Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, each party hereto agrees to indemnify, within the limits of the Oregon Tort Claims Act, and save the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement, provided the parties will not be required to indemnify the other for any such liability arising out of the wrongful acts of the other's officers, employees or agents.

## **VIII. TERMINATION**

This Agreement will continue in force and govern all transactions between the parties hereto until canceled or terminated as follows:

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation as enabled by 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the Director designee of DOC not less than 180 days before the termination date.
- D. If COUNTY terminates participation, the following will apply:
  - 1. The responsibility for correctional services transferred to the COUNTY and the remaining portion of financial aid will revert to DOC.

2. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DOC.

E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding, the COUNTY may elect to modify the Agreement pursuant to Article II or to terminate the Agreement pursuant to Article VIII, paragraph D.

#### IX. INTEGRATION

This Agreement, and the Exhibits attached as set out above, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto.

#### X. TERM

The term of this Agreement will begin upon the date of execution of this Agreement and will expire June 30, 1999.

IN WITNESS WHEREOF, COUNTY has, by resolution of its Governing Body, caused this Agreement to be signed in its name by its members or its duly authorized representative, and DOC has caused this Agreement to be executed by its duly authorized representative as of this \_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_.

STATE OF OREGON  
DEPARTMENT OF CORRECTIONS

MULTNOMAH COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
David S. Cook, Director

\_\_\_\_\_  
Chair

7/24/97

Date

\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 7/24/97  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY:

\_\_\_\_\_  
Elyse Clawson

Date

Director, Juvenile and Adult  
Community Justice

REVIEWED: \_\_\_\_\_

\_\_\_\_\_  
MULTNOMAH COUNTY COUNSEL  
Thomas Spensler

Date

**MULTNOMAH COUNTY**  
**COMMUNITY CORRECTIONS PLAN**

**JULY 1, 1997 - JUNE 30, 1999**

**ELYSE CLAWSON, DIRECTOR**  
**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**



# COMMUNITY CORRECTIONS PLANS FOR FY 1997-99

<b>Department of Corrections</b> <b>2575 Center St. NE</b> <b>Salem, Oregon 97310</b>	<p style="text-align: center;">For office Use Only</p> <p>Date and Time Received: _____</p>
<b>County(s):</b> Multnomah County	
<b>Address:</b>  Department of Juvenile & Adult Community Justice 421 SW 5th Avenue Suite #600 Portland, Oregon 97204  <b>Telephone:</b> (503) 248-3701	<b>Address:</b>      <b>Telephone:</b>
<b>Community Corrections Manager:</b> Elyse Clawson	
<b>Telephone:</b> (503) 248-3338	
<b>Supervisory Authority:</b> Elyse Clawson, Director and Dan Noelle, Sheriff	
<b>LPSCC Contact:</b> Peter Ozanne	
<b>Telephone:</b> (503) 306-5522	
<b>BUDGET</b>	
Grant-in-Aid:	\$30,955,102 (Biennium)
New Impact	\$25,432,242 (Biennium)
Release Subsidy Fund:	\$ 187,193 (Biennium)
Parole Hearings:	\$ 100,000 (Biennium)
Grants:	\$ 172,033 (One Year)
Local Funds	\$12,916,529 (One Year)
<b>TOTAL COMMUNITY CORRECTIONS BUDGET:</b>	
<b>\$69,763,099</b>	
<p style="text-align: center;">Submitted and Approved by:</p>   <div style="text-align: center;"> <hr style="width: 50%; margin: 0 auto;"/> <p>Chair, Board of Commissioners</p> </div>   <div style="text-align: center;"> <hr style="width: 50%; margin: 0 auto;"/> <p>County</p> </div>	



July 7, 1997

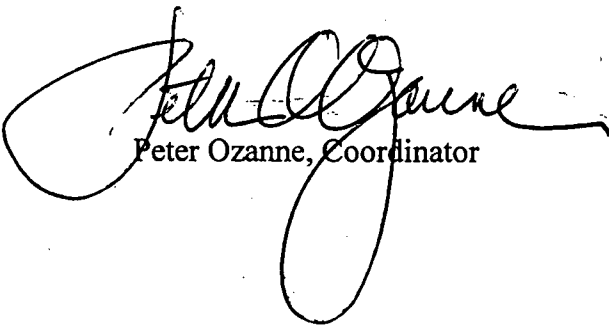
Board of County Commissioners  
1120 SW 5<sup>th</sup> Avenue, Suite 1500  
Portland, OR 97204

Re: 1997-99 Community Corrections Plan

Dear Commissioners:

The Executive Committee of the Public Safety Coordinating Council (OR Public Safety Coordinating Council) reviewed the attached Community Corrections Plan on July 2, 1997. The Plan provides an overview of local crime data and summarizes the County's programmatic responses. The Plan also describes an ongoing redesign of adult offender supervision based on recent research, promising practices, and the participation of dedicated staff in our local justice agencies. This Plan is consistent with the objectives of the Council and we recommend it for your approval and submission to the Oregon Department of Corrections.

Sincerely,



Peter Ozanne, Coordinator

RESOLUTION OR LETTER OF TRANSMITTAL FROM BOARD OF COUNTY  
COMMISSIONERS TO DOC SAYING THAT THE PLAN HAS BEEN APPROVED.

## **SUPERVISORY AUTHORITY**

**In Multnomah County, supervisory authority is shared between the Sheriff and the Director of the Department of Juvenile and Adult Community Justice.**

**The Sheriff is the Supervisory Authority for matters pertaining to the local jails and other correctional facilities and programs operated or contracted by the Multnomah County Sheriff's Office.**

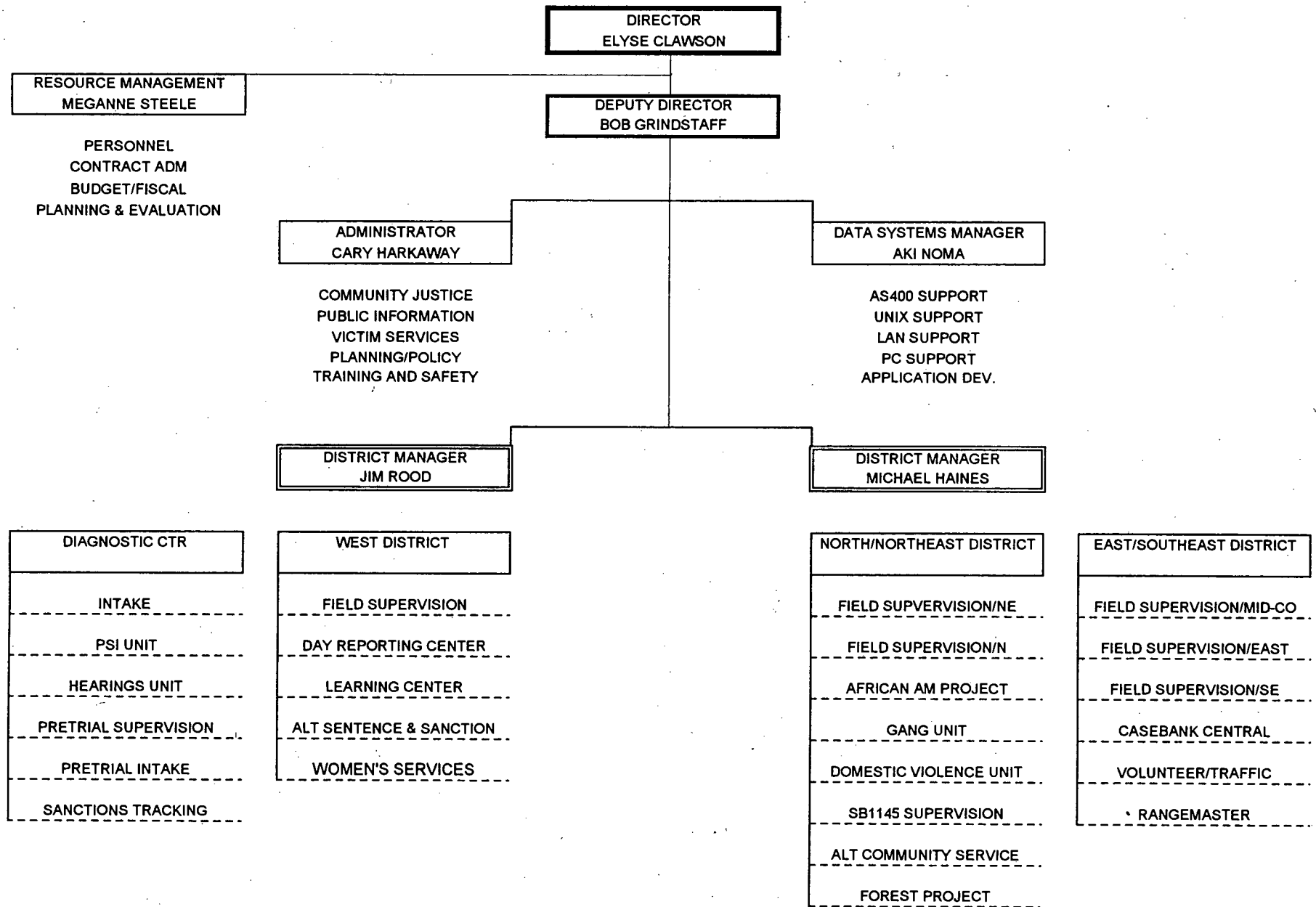
**The Director of the Department of Juvenile and Adult Community Justice is the Supervisory Authority for matters pertaining to probation and parole supervision and the programs and facilities operated or contracted by the Department.**

### **MULTNOMAH COUNTY SUPERVISORY AUTHORITIES:**

**Dan Noelle  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230  
(503) 251-2400**

**Elyse Clawson, Director  
Department of Juvenile and Adult Community Justice  
421 SW Fifth Avenue, Suite 600  
Portland, OR 97204  
(503) 248-3701**

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE: ADULT SERVICES



MULTNOMAH COUNTY  
DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE:

ADULT SERVICES

MISSION STATEMENT

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*The mission of the Multnomah County Department of Juvenile and Adult Community Justice: Adult Services is to enhance public safety and promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies.*

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VALUES

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People

*We value the people who work in our organization and make it possible to accomplish the Department's mission.*

Professional Behavior

*We value positive interpersonal relations. We treat others with respect, promote effective communication, and hold each other accountable to the highest standards of professional behavior.*

Positive Change

*We value the promotion of positive change. We achieve this through collaboration and cooperation within our Department and in partnership with other criminal justice and community organizations.*

Community

*We value participation with our neighborhoods to promote a safer and more livable community.*

Diversity

*We value diversity and equal opportunity. As an organization, we structure ourselves to include staff with varied background and experience to deliver services for a diverse community.*

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## **1995 LEGISLATION RESTRUCTURES COMMUNITY CORRECTIONS**

SB 1145, enacted by the 1995 Legislature, restructured the delivery of community corrections services in Oregon. It required all counties to assume full responsibility for community corrections and provided that a local public safety council be appointed in each county. These councils, including representatives of a broad spectrum of criminal justice and other community agencies, are expected to coordinate local planning efforts. In Multnomah County, the Local Public Safety Coordinating Council has developed statements of vision, goals, and values (see below) which provide a global framework for interagency planning, program development, evaluation, and budgeting.

SB 1145 also shifted responsibility for offenders sentenced to 12 months or less from the State to the counties. Legislation provided counties with State funding to construct (construction funds) and operate (New Impact funds) the facilities and programs necessary to serve this new population. In Multnomah County, State and local funding were combined in a plan to increase jail capacity by 660 beds, build a 300 bed residential drug treatment facility, enhance several community corrections programs, and improve the system's data management and analysis capacity. These local enhancements were a response to SB 1145 and to previously identified problems related to jail, treatment, and information technology resources. The completion date for construction of new jail and treatment facilities is unknown at the present time because of a revenue picture clouded by passage of Ballot Measures 47 and 50 which cut and capped property taxes. However, expanded capacity at the Multnomah County Inverness Jail may be on line in March 1998. Until then, Multnomah County will contract with the Department of Corrections to rent beds at State facilities.

All SB 1145 offenders will serve at least 30 days in jail; many will serve longer jail terms. Based on their individual risk and need factors, offenders will conclude their sentences in one or more community sanction programs. Funds have been budgeted for an Offender Management Team consisting of staff from the Sheriff's Office and Adult Community Justice to assess, track, monitor, and report on offenders sentenced to 12 months or less.

## **CONSOLIDATION OF ADULT AND JUVENILE SERVICES**

In January, 1997, the Board of County Commissioners approved the consolidation of adult and juvenile corrections. This resulted in creation of the Department of Juvenile and Adult Community Justice. The objectives of this reorganization included more efficient delivery of services and creation of a wider base of resources to respond to the needs of our communities. The program descriptions and budget included in this document are reflective of Adult Community Justice.

## MULTNOMAH COUNTY PUBLIC SAFETY COORDINATING COUNCIL

### VISION

The Public Safety Coordinating Council's vision for Multnomah County is a quality of life that ensures the personal safety, security, and freedom from fear of residents, where all laws are enforced and all crimes have consequences; a thriving, vital and productive community with supportive and healthy environments for children and families; a rich variety of educational, employment, and cultural opportunities for all citizens; and a shared sense of community responsibility, accountability, and fairness.

### GOALS

The goals of Multnomah County's public safety system are:

- To protect, in order of priority, life, personal safety, and property;
- To reduce all crime to the maximum extent possible;
- To protect and respect the victims of crime;
- To protect constitutional principles of fairness, equity, and due process; and
- To change the future behavior of offenders by providing opportunities for them to return to their communities as productive citizens.

To achieve these goals, the public safety system should function as an integrated, cost-effective network of public and private agencies in partnership with its citizens and community institutions, with joint responsibility for crime prevention, law enforcement, education, employment training, social services, health, adult and juvenile justice and corrections.

An effective public safety system must also be supported by a shared sense of responsibility, accountability, and community justice among all participants in the daily life of our communities, including individual citizens, neighborhoods, churches, schools, businesses, and government agencies. Finally, the County's public safety system must be accountable to the public, while criminal offenders must be accountable to the law, their victims, and their communities.

Multnomah County's Public Safety Coordinating Council will design, oversee and advocate the foregoing vision and goals, in partnership with the County's public safety agencies and communities, and guided by an ongoing public dialogue with citizens throughout the County.



## VALUES

Multnomah County's public safety system must preserve and promote the following values:

- *A Comprehensive and Balanced Approach to Public Safety*

All public safety policies, strategies, and operations in the County should be undertaken with recognition that a comprehensive, balanced approach will advance the goals of the public safety system. All policies, strategies, and operations designed to prevent crime must focus on its causes, utilizing valid and reliable data and best practices which have proven effective in other jurisdictions.

- *Equality, Personal Rights, and Diversity*

The equality, diversity, and personal rights of each individual in the County must be respected and protected. Any unfair impact on or bias against our minority communities or women which is caused by the public safety system must be eliminated.

- *Secure and Healthy Children and Families*

Secure and healthy children and families, strong and relevant education systems, and a shared sense of community, responsibility, and justice are essential conditions for safe communities. Moreover, crime prevention and intervention strategies are essential to prevent youth involvement in crime. Therefore, strategies and programs aimed at reducing the risk of youth involvement in crime and increasing youth involvement in education and healthy social activities must be a primary focus of Multnomah County's public safety system.

- *Public Safety Partnerships*

All of the County's public safety policies, strategies, and programs must be developed and operated in partnerships with private citizens, organizations and businesses, schools, churches, other associations, and public and private agencies providing health, education, and social services, and be guided by an ongoing public dialogue.

- *Program and System Evaluation*

Progress in achieving Multnomah County's public safety goals must be measured rigorously and reported regularly to the public through the use of reliable data and valid outcome evaluations.

- *Target Violent Crimes Against Persons But Also Respond to Crimes That Erode Quality of Life and Respect for Law*

Public safety policies and strategies must first target violent crimes against persons. However, those policies and strategies must also encourage a shared sense of security and community justice throughout the County by focusing on crimes that erode the quality of life and respect for law in our neighborhoods.

- *Share Information with the Community*

The Public Safety Coordinating Council is committed to informing and being informed by the public and the media about challenges facing Multnomah County's public safety system and facts regarding the causes and prevention of crime. The Council and public safety agencies in the County must also gain the public's trust and confidence in the capacity of local government to achieve its public safety goals in partnership with the community. The public must be encouraged to assist in preventing and reporting crime.

- *Continuum of Law Enforcement Sanctions and Services*

Multnomah County's public safety system must provide a full continuum of law enforcement sanctions and services, which insures that the County's public safety strategies are flexible, comprehensive, and cost effective. Such sanctions and services must include community policing strategies which recognize a shared responsibility between the police and the community in making communities safer and more livable. Community policing encourages a problem solving partnership between citizens and police and emphasizes a customer service orientation that provides supportive, professional services through the promotion of human rights, mutual respect and courtesy.

MEMBERSHIP (Executive Committee Members: *in italics*)

*Beverly Stein, Multnomah County Chair, Chair of Public Safety Coordinating Council*

Mike Balter, State Director, Boys & Girls Aid Society

*Frank Bearden, Chief Criminal Judge, Multnomah County Circuit Court*

*Elyse Clawson, Director, Multnomah Co. Department of Juvenile and Adult Community Justice*

Bernie Giusto, Chief of Police, City of Gresham

Bruce Goldberg, MD, OHSU

Avel Gordly, State Representative, District 19

Michael Greenlick, Attorney, Borg, Strom, & Greenlick

*Judith Hadley, Past Chair, Community Corrections Advisory Committee*

Jim Hennings, Director, Metropolitan Public Defender

Linda Hutchinson, Attorney, Crime Victims United

Linda Jaramillo, Coordinator, Violence Prevention, Multnomah County

Vera Katz, Mayor, City of Portland

Sharron Kelley, Commissioner, Multnomah County

Eric Kvarsten, City Manager, City of Troutdale

Donald Londer, Presiding Judge, Multnomah County Circuit Court

Judy-Ellen Low, Coordinator, Oregon Domestic Violence Council  
Carol Matarazzo, Director, Alternative Education, Portland Public Schools  
*Ray Mathis, Executive Director, Citizens Crime Commission*  
*Gerald McFadden, President/CEO, Volunteers of America - Oregon*  
Gussie McRoberts, Mayor, City of Gresham  
*Charles Moose, Chief of Police, City of Portland*  
Steven Moskowitz, Attorney, Moskowitz & Thomas  
*Dan Noelle, Sheriff, Multnomah County*  
Kris Olson, US Attorney  
Gary Pearlstein, PSU Administration of Justice Department  
*Lorenzo Poe, Director, Multnomah County Department of Community and Family Services*  
Chiquita Rollins, Coordinator, Domestic Violence Prevention, Multnomah County  
*Edward Schmitt, Superintendent, Multnomah Education Service District*  
*Michael Schrunk, District Attorney, Multnomah County*  
Ingrid Swenson, Metropolitan Public Defender  
Mike White, Oregon State Police

#### Work Groups and Chairs

Alcohol and Drug Abuse Intervention, Sharron Kelley  
SB 1145 Implementation, Dan Noelle and Elyse Clawson  
Long Range Planning, Steven Moskowitz  
Data Standards, Michael Schrunk  
Juvenile Justice and Delinquency Prevention, Elyse Clawson  
Mental Health, Sharron Kelley  
Law Enforcement, Charles Moose  
Courts, Julie Franz  
Public Information, Ray Mathis

#### Council Staff

Peter Ozanne, Coordinator, (503) 796-2423  
Suzanne Riles, Director of Research and Administration, (503) 306-5894  
Barb Disciascio, Administrative Assistant, (503) 306-5522  
421 SW Sixth Avenue, Suite 1075  
Portland, OR 97204  
FAX: (503) 306-5538 E-mail: [lpfcc@co.multnomah.or.us](mailto:lpfcc@co.multnomah.or.us)

### CRIME IN MULTNOMAH COUNTY

Multnomah County has a population of 626,500 which represents 20% of the State's total population of 3,181,000. The following data presents an overview of crime in the County. The information is adapted from *Report of Criminal Offenses and Arrests, 1996*, published by the Law Enforcement Data System/Oregon State Police. Multnomah County generates crime, and

especially serious crime, at rates that exceed what would be expected on the basis of its percentage share of the State's population.

#### TOTAL REPORTED CRIME BY COUNTY IN 1996

	Number	% of State Total
Multnomah	111,094	24.6%
Washington	36,245	8.0%
Lane	45,884	10.2%
Clackamas	35,053	7.8%
Marion	46,652	10.3%
Rest of State	176,017	39.0%
Total	450,945	99.9%

INDEX CRIME BY COUNTY IN 1996 Index Crimes include: Homicide, Rape, Aggravated Assault, Robbery, Arson, Burglary, MV Theft, and Larceny.

	Number	% of State Total
Multnomah	57,837	30.0%
Washington	16,977	8.8%
Lane	21,840	11.3%
Clackamas	16,142	8.4%
Marion	18,530	9.6%
Rest of State	61,570	31.9%
Total	192,896	100.00%

PERSON CRIMES BY COUNTY IN 1996 Person Crimes include: Homicide, Neg. Homicide, Rape, Other Sex Crimes, Kidnap, Robbery, Aggravated Assault, and Simple Assault.

	Number	% of State Total
Multnomah	16,175	32.8%
Washington	3,156	6.4%
Lane	4,676	9.5%
Clackamas	3,602	7.3%
Marion	4,232	8.6%
Rest of State	17,547	35.5%
Total	49,388	100.1%

PROPERTY CRIMES BY COUNTY IN 1996 Property Crimes include: Burglary, Larceny, MV Theft, Arson, Forgery/Counterfeit, Fraud, Embezzlement, Stolen Property Offenses, and Vandalism.

	Number	% of State Total
Multnomah	64,930	25.9%
Washington	22,885	9.1%
Lane	27,380	10.9%
Clackamas	21,349	8.5%
Marion	26,060	10.4%
Rest of State	88,537	35.3%
Total	251,141	100.1%

BEHAVIORAL CRIMES BY COUNTY IN 1996 Behavioral Crimes include: Weapons Laws, Prostitution, Drug Laws, Gambling, Offenses Against Family, DUII, Liquor Laws, Disorderly Conduct, Curfew, and Runaway.

	Number	% of State Total
Multnomah	29,989	19.9%
Washington	10,204	6.8%
Lane	13,828	9.2%
Clackamas	10,102	6.7%
Marion	16,360	10.9%
Rest of State	69,933	46.5%
Total	150,416	100.0%

#### DRUG CRIMES BY COUNTY IN 1996

	Number	% of State Total
Multnomah	5,719	33.0%
Washington*	874	5.0%
Lane	2,489	14.4%
Clackamas	1,029	5.9%
Marion	1,193	6.9%
Rest of State	6,029	34.8%
Total	17,333	100.0%

\* Does not include Hillsboro Police Dept.

## HEROIN, COCAINE, AND OTHER NARCOTIC CRIMES BY COUNTY IN 1996

	Number	% of State Total
Multnomah	3,723	65.5%
Washington*	152	2.7%
Lane	564	9.9%
Clackamas	533	9.4%
Marion	225	4.0%
Rest of State	491	8.6%
Total	5,688	100.1%

\* Does not include Hillsboro Police Dept.

Note that Multnomah County had 33.0% of the State's reported drug crimes, but 65.5% of the reported crimes involving heroin, cocaine, or other narcotics.

## DOMESTIC DISTURBANCE INCIDENTS BY COUNTY IN 1996

	Number	% of State Total
Multnomah	6,723	22.4%
Washington*	873	2.9%
Lane	813	2.7%
Clackamas	456	1.5%
Marion	3,110	10.4%
Rest of State	17,990	60.0%
Total	29,965	99.9%

## ADULT COMMUNITY JUSTICE REDESIGN

### A CHALLENGING ENVIRONMENT

**PROMISING PRACTICES** An emerging body of research by Don Andrews, Paul Gendreau, Francis Cullen and others using meta-evaluation techniques indicates that the positive effects of intervention are greater with higher risk offenders. Significantly, many studies have found increased rates of recidivism when low risk offenders were exposed to more intensive supervisory or treatment interventions. In April 1997, Don Andrews presented a 3-day seminar on the implications of research in correctional treatment for practitioners in Multnomah County. Research by Joan Petersilia and Susan Turner offers guidance in working with higher risk offenders. In *Intensive Supervision for High Risk Offenders: Findings from Three California Experiments* (1990), they found that a balance of supervision, services, and swift and certain sanctions targeting higher risk cases is more effective than intensive

supervision alone. The cost-effectiveness of providing drug treatment to offenders was documented in two major state evaluation projects: *Evaluating Recovery Services: The California Drug and Alcohol Treatment Assessment* (1994) by Dean Gerstein, et.al. and *Societal Outcomes and Cost Savings of Drug and Alcohol Treatment in the State of Oregon* (1996) by Michael Finigan.

**COLLABORATIVE SOLUTIONS:** Against this backdrop of change and challenge, we asked our partners in the justice system to help us evaluate and re-design our supervision strategies. Department staff met with the Chief Criminal Judge, the District Attorney, the Sheriff, and the Defense Bar to reach agreement on the best use of our resources to protect the public.

**AUDITOR'S REPORT:** The Auditor's recent report on the Department found that cases were not being supervised in compliance with State standards (which are based on risk management). The Auditor suggested that we could use our resources more effectively by transferring a greater number of low risk cases to the casebank.

**SB1145:** Beginning on 1/1/97, parolees and probationers sentenced to 12 months or less after being revoked from our caseload, or sentenced to 6-12 months for a new conviction, must serve their sentences in County facilities and alternative sanctions. Approximately 2,000 SB1145 offenders will serve their sentences in Multnomah County in 1997-98.

**REDUCED FUNDING:** Ballot Measure 47 and changes in the State's allocation formula for community corrections funds reduced available revenue for 1997-98, resulting in a number of program closures and the potential for significant cut-backs in service delivery across the Department.

## **THE CURRENT SITUATION**

### **CASELOADS ARE TOO LARGE FOR EFFECTIVE SUPERVISION**

- ♦ There is no acknowledged capacity for Adult Community Justice.
- ♦ The average caseload size is 70-75 offenders per Probation and Parole Officer
- ♦ Our Probation and Parole Officers are unable to meet minimum supervision standards.
- ♦ Officers are unable to give some High and Medium risk offenders the attention they feel is warranted.
- ♦ It is difficult to hold offenders accountable.

### **NEED FOR INCREASED SANCTION CAPACITY**

- ♦ Probation and Parole Officers tell us they need more sanctions and a wider range of sanctions to hold offenders accountable.
- ♦ Jail overcrowding has resulted in the release of some offenders before their full sanction was served.
- ♦ Intermediate sanctions reduce the demand for jail beds.

## **CHANGES FOR 1997-98**

- ♦ Some staff and programs will be cut.
- ♦ We will have more manageable caseload sizes. The average size will be about 45.
- ♦ We will be able to meet minimum supervision standards.
- ♦ We will be better able to hold offenders accountable.
- ♦ Some cases that received formal supervision in the past will not be supervised.
- ♦ More A&D services will be available.
- ♦ Greater focus on mental health cases.
- ♦ New sanction programs will be implemented, including Alternative Sentencing and Sanction Program; Weekend Sanction, Electronic Monitoring, and Drug Reduction on Probation (DROP; drug testing with an immediate sanction for a positive test).
- ♦ Existing sanctions will be expanded, including Alternative Community Service, Day Reporting, and Work Release (through the Sheriff's Office).
- ♦ The Sanction Tracking Program will help assure the most effective use of sanction resources.
- ♦ Intake will offer enhanced assessment of risk and need factors related to criminal behavior.

## **THE SUPERVISION RE-DESIGN**

**RISK ASSESSMENT:** We use a risk assessment instrument that has been validated independently by the National Council on Crime and Delinquency as a predictor of risk to re-offend. It is based on the offender's criminal and drug abuse history, employment status, and supervision performance.

**HIGH RISK CASES:** All clients scoring HIGH on the risk assessment instrument will be supervised by Probation and Parole Officers regardless of the offense. Designated MEDIUM risk offenders will also be supervised by Probation and Parole Officers.

**DESIGNATED CASES:** These cases will receive regular active supervision with enhanced sanctions and services based on harm or potential harm to the community.

- ♦ Person/violence offenses (Examples: Assault I, II; Robbery I, II; Kidnap I; etc.)
- ♦ Weapon involved
- ♦ Sex offenses (all sex offenses)
- ♦ Major property; multiple property (Examples: Arson I; Burglary I; Aggravated Theft; Theft/Forgery if scored as HIGH risk.
- ♦ Domestic Violence
- ♦ Delivery/Manufacturing of Controlled Substance
- ♦ Multiple DUII
- ♦ Some MEDIUM and all LOW and LIMITED risk offenders will be supervised in the casebank.



CASEBANK: Probation and Parole Officers, supported by Corrections Technicians, supervise LOW and LIMITED risk offenders through centralized reporting and tracking. Casebank officers have all of the tools available to field officers to be used if needed.

LOWER RISK CASES: Lower risk offenders, including those convicted of drug possession, will be given an immediate and sole sanction with 90 days probation. If during the intake process they score as a HIGH risk case because of their criminal history, they will be put on regular active supervision.

- ♦ Examples of lower risk Felony cases include Burglary II, Rob III, Theft/Forgery I, and some drug possession cases.

#### OPTIONS FOR DRUG POSSESSION CASES

##### *Probation*

- ♦ HIGH risk cases will receive probation with the DROP Program and active supervision by Probation and Parole Officers.
- ♦ MEDIUM, LOW, and LIMITED risk cases will receive probation with casebank supervision or the Alternative Sentencing and Sanctions Program, which includes 3 months probation, a sole sanction, and an education group focusing on substance abuse). After completion of the Alternative Sentencing and Sanction program, formal probation will be converted to Bench Probation for 9 additional months.

##### *Diversion*

- ♦ The S.T.O.P. Program (Sanctions-Treatment-Opportunity -Progress) is a drug court operating as a partnership between the Circuit/District Court, the District Attorney, Metropolitan Public Defender, InAct, Inc (treatment provider), and Adult Community Justice. The program will be expanded in 1997-98 to provide services for a larger number of offenders arrested for drug possession.
- ♦ Referral to the S.T.O.P. Program involves 6-12 months treatment and Court monitoring. Upon successful completion of the program, there is no conviction on record.

#### DOMESTIC VIOLENCE CASES

- ♦ Clients convicted of crimes involving domestic violence (Assault IV, Harassment, Violation of Restraining Order, etc.) and scored as HIGH or MEDIUM risk will be supervised by Probation and Parole Officers.
- ♦ Those scored as LOW or LIMITED risk will be referred to the Alternative Sentencing and Sanctions Program. A special track will be created for this population.
- ♦ Domestic Violence Deferred Sentencing cases will be managed by Alternative Sentencing and Sanctions. If these offenders fail the Deferred Sentencing Program, they will be referred to the Domestic Violence Unit for formal supervision.

## SPECIALIZED SUPERVISION

African American Project	Current caseload: 126 (+50 receiving services in prison)
Gang Supervision Unit	Current caseload: 307
Sex Offender Supervision	Current caseload: 813
Domestic Violence Unit	Current caseload: 386
Female Offenders	Estimated caseload for 1997-98: 740
Mental Health Supervision	Estimated caseload for 1997-98: 100
DUII Unit (3+ DUII's)	Estimated caseload for 1997-98: 200
High Potential for Violence Unit	Estimated caseload for 1997-98: 150

## CURRENT USE OF CASEBANK

- ♦ Offenders are assigned to casebank directly from Intake if they score as LOW or LIMITED risk.
- ♦ Offenders who have stabilized, complied with their conditions of supervision and are reclassified as LOW or LIMITED risk may be transferred to casebank by their Probation and Parole Officers.
- ♦ The Auditor's report supports increased use of the casebank.

## FUTURE USE OF CASEBANK

- ♦ Existing casebank cases will continue until they are discharged.
- ♦ Some drug possession cases will be assigned to the casebank.
- ♦ Lower level offenders who are placed on probation rather than given a sole sanction with 90 days probation will be assigned to casebank.
- ♦ Some cases on active supervision that are stabilized, in compliance, and reclassified as LOW or LIMITED will be transferred to casebank.

## LOOKING AHEAD

- ♦ Policy and funding decisions will be made collaboratively with our partners in the justice system.
- ♦ Program decisions will be based on research and evaluation findings.
- ♦ We will recognize our capacity and provide an effective balance of supervision, sanctions, and treatment within that capacity.
- ♦ Smaller caseloads will permit closer supervision of higher risk offenders and those convicted of serious crimes.
- ♦ Some lower risk offenders will receive sanctions they would not have previously received.
- ♦ Some lower risk offenders will have shorter periods of supervision.
- ♦ Some lower risk offenders will not receive active supervision.
- ♦ Enhanced sanctioning capacity will help us achieve greater offender accountability.
- ♦ A&D treatment capacity will be expanded.

- ♦ Cognitive skills and anger management resources will be increased.

## **TRANSITION TEAM**

A cross section of Department staff has been meeting regularly for several months to establish priorities, processes, and timelines for the implementation of the changes required by our redesign. This Transition Team, and several subcommittees, have contributed many hours to their tasks. They have solicited the input of all of their colleagues and provided timely feedback. They are a dynamic, hard-working group and provide the "reality check" necessary for the implementation of change. Their effort is highly valued.

## **THE MULTNOMAH COUNTY CASELOAD**

The Department currently supervises approximately 11,200 offenders: 7,260 probationers and 3,940 parolees. An average of 360 new probation cases go through intake at the Diagnostic Center each month. After an initial interview and assessment, these cases are referred to one of the department's field offices based on home address or special needs. About 250 Parole and Post Prison Supervision (PPPS) cases are received each month. Half of the PPPS cases qualify for subsidy and are initially served by the Parole Transition Program. The other PPPS cases are referred from State institutions directly to the appropriate field office. Plans are underway to consolidate parole and probation intake services.

The Department supervises offenders from four district offices and two smaller offices serving the County's six integrated service districts. Specialized staff work with sex offenders, gang-involved offenders, African American offenders, female offenders, high potential for violence offenders, mentally ill offenders, multiple DUII offenders, and domestic violence offenders. The Department relies on an integrated structure to supervise offenders, provide services, and impose sanctions as required. Each district, under the administration of a District Manager, also includes one or more programs that provide services or sanctions.

Service programs include: the Londer Learning Center, Women's Services, the Parole Transition Program, and contracted A&D, mental health, sex offender, and housing services.

Sanction programs include: Alternative Community Service, the Forest Project, the Day Reporting Center, the Alternative Sentencing and Sanctions Program (including a weekend sanction), the DROP Program, Community Monitoring, and Home Detention. These programs are used in: (1) Structured Sanctions (administratively imposed sanctions for violations of probation or parole); (2) carrying out the community portion of sentences of less than 12 months as provided for in SB 1145, and (3) providing a "sole sanction" for low risk offenders convicted of non-targeted offenses per our supervision redesign.

The data that follows describes the population currently under supervision.

	COUNT	PERCENTAGE
TYPE		
Parole	3,940	35%
Probation	7,260	65%
GENDER		
Female	2,184	19.5%
Male	9,016	80.5%
Total	11,200	100%
RACE		
Asian	190	1.7%
African American	2,621	23.4%
Hispanic	784	7.0%
Native American	123	1.1%
White	7,482	66.8%
Total	11,200	100%
AGE		
Under 20	515	4.6%
21-25	2,263	20.2%
26-30	2,363	21.1%
31-35	2,263	20.2%
36-40	1,691	15.1%
41-45	1,075	9.6%
46-50	571	5.1%
51-55	246	2.2%
56-60	101	0.9%
Over 60	112	1.0%
Total	11,200	100%

### PROJECTED CASELOAD

Our supervision redesign will reduce the number of offenders under supervision and increase the number of offenders supervised in a casebank. The table below is a projection of the supervision caseload that is expected after the redesign is implemented. The implementation/transition period is estimated at 3 to 6 months.

## MAIN OFFENSE CATEGORY AND PERCENTAGE OF TOTAL

CRIME	NUMBER	PERCENTAGE
Arson	26	0.4%
Assault	588	8.4%
Burglary	602	8.6%
DCS/MCS	1,949	27.7%
DUII	200	2.8%
Kidnap	38	0.5%
Manslaughter	46	0.7%
Murder	50	0.7%
PCS	1,681	23.9%
Rape	204	2.9%
Restraining Order	133	1.9%
Robbery	437	6.2%
Sex Abuse	305	4.3%
Sodomy	114	1.6%
Agg Theft/Theft/UUV	332	4.7%
Weapon/X Con	172	2.4%
Other	148	2.1%
TOTAL	7,025	99.8%

## SUPERVISION OUTCOMES

During 1995-96, a total of 5,421 probation and parole cases were closed in Multnomah County. Of that total, 2,721 (50%) were positive closures. The County sent 2,174 offenders to prison for parole and probation revocations. Technical violations accounted for 43% of the parole revocations and 57% of the probation violations. The Department intends to reduce the percentage of technical revocations and negative case closures through the following strategies:

1. *Increased use of local sanctions.* Structured Sanctions permits the Department to impose a range of local sanctions and case management interventions administratively in response to non-compliant behavior. We are increasing our sanctioning capacity for probation and parole violators by purchasing beds through the Sheriff's Office. Access to swift and certain sanctions will enhance our case management.
2. *Supervision redesign.* The redesign described earlier will focus our resources on higher risk cases and provide swift and certain sanctions for other offenders. Research indicates that this approach may reduce overall recidivism. Reduced caseload sizes will contribute to more effective case management.
3. *New approaches to case management.* Probation and parole case management is currently based on the Oregon Case Management System (OCMS), which assigns a supervision level and contact requirements to each offender based on risk assessment

and re-assessment instruments. Several studies have validated the risk assessment instrument as a predictor of risk to reoffend. However, the Department believes that OCMS may be improved. It prescribes minimum contacts in response to static risk factors and, therefore, may not be as effective a system for guiding case management toward supervision and treatment objectives. Static risk assessment means that scored items are generally not subject to mediation through targeted interventions. The department plans to review a more dynamic risk assessment and case management model based on predictors of recidivism that can be targeted for specific intervention, correction, treatment, or modification. A large number of recent studies indicate that this strategy could lead to more focused and effective casework. The Department sponsored a three day seminar in April 1997 in which Don Andrews summarized an extensive body of research on what works in correctional intervention and the implications for case management. It is expected that our case management system will combine contact standards and case management objectives.

4. *Innovative and targeted interventions.* Analysis of supervision outcomes by DOC research staff indicated that African American offenders (especially parolees) were revoked in numbers disproportionate to their representation in our caseload. In response to this analysis, the Department has developed an African American project which supervises a population of high risk offenders with substance abuse, education, and employment problems. Project staff are currently supervising 126 offenders and working with 50 offenders in State institutions. Other populations presenting unique risk and need problems will also receive specialized supervision, including mentally ill offenders, pregnant offenders, repeat drunk drivers, gang involved offenders, domestic violence offenders, sex offenders, and offenders with a high potential for violence. These programs are designed to take advantage of interagency cooperation and promising practices identified in the literature.

The Department believes that these strategies will contribute to the County's priority Benchmark for reducing crime.

#### **SB 1145**

Local planning for increased jail and community capacity began before SB 1145 was passed by the 1995 Legislature. County leaders formed a Public Safety Facilities Task Force in 1994 to develop a plan that would add jail capacity to end "population releases" (required to maintain population under a cap imposed by Federal Court Order) and house an increasing number of pretrial and convicted offenders. The Task Force recognized that effective community programs targeting substance abuse, mental health, education/employment, housing, and other needs were essential to a comprehensive plan.

Planning in response to SB 1145 has been a collaborative process, building on the work of the Public Safety Facilities Task Force. Initial construction and operations plans were submitted to the Local Public Safety Coordinating Council for refinement after that body was chartered by

County Ordinance in November 1995. The Council created committees on budget, offender management, community programs, and jail planning. These committees included staff from Adult Community Justice, the Sheriff's Office, the Board of County Commissioners, the Department of Community and Family Services, and the Health Department. The planning process has been continuous as allocation and target population estimates were updated. Concurrent with our local planning, the County has participated on several State task forces dealing with SB 1145 implementation. Key elements of the plan include:

1. Initial period of incarceration for all SB 1145 offenders;
2. Thorough offender assessment and case planning by an interagency team of Sheriff's Office and Adult Community Justice staff;
3. Movement of offenders from jail to community programs consistent with public safety and individual risk and need factors; and
4. An effective system for tracking and monitoring SB 1145 offenders and reporting individual and aggregate outcomes. Development of this system is continuing with assistance from State and County information services staff.

The plan requires construction of new jail and residential treatment capacity. We are planning to rent beds from DOC until new local capacity is on line. Our siting process for a jail and treatment center relied on a citizens advisory committee to select an appropriate location. Because of the possibility of legal challenges to the recommended site and uncertainties regarding local funding, a construction schedule has not yet been established

Community sanction programs which will be accessed for offenders sentenced to 12 months or less include:

1. Contracted residential drug treatment (until our new treatment center is on line);
2. Day Reporting Center;
3. Forest Project (work camp);
4. Community Monitoring; and
5. Home Detention.

The County is planning and budgeting to use several programs to support these community-based sanctions based on our knowledge of the target population's needs. These programs include:

1. Alternative Community Service;
2. Learning Center;

3. Outpatient alcohol and drug treatment;
4. Outpatient mental health services; and
5. Drug-free housing.

The County's objectives for implementation of SB 1145 are:

1. To sanction SB 1145 offenders within budget constraints and consistent with principles of public safety and sound correctional management;
2. To enhance the collaborative planning among public and private agencies concerned with criminal justice, corrections, and public safety through their participation on the Local Public Safety Coordinating Council; and
3. To reduce the rate of recidivism of the target population below the rate obtained in years prior to SB 1145.

#### TARGET POPULATION OF OFFENDERS SENTENCED TO 12 MONTHS OR LESS

DOC data indicates that a total of 2,055 offenders will be sentenced to 12 months or less in 1997-98. DOC projects that the caseload at any given time will rise from January 1997 to 651 in January 1998. These estimates are broken down into offender categories below.

#### 1997-98 PROJECTED OFFENDERS SENTENCES TO 12 MONTHS OR LESS

CATEGORY	TOTAL 1997-98	% AGE	CASELOAD JAN 1998	% AGE
New Convictions	240	12%	92	14%
Probation Revocation: Technical	475	23%	133	21%
Probation Revocation: New Crime	235	11%	90	14%
Parole Revocation: Technical	493	24%	100	15%
Parole Revocation: New Crime	369	18%	137	21%
HB 3488 Offenders (certain repeat property offenders)	243	12%	99	15%
<b>TOTAL</b>	<b>2,055</b>	<b>100%</b>	<b>651</b>	<b>100%</b>

The target population is expected to be approximately 87% male and 13% female. The major committing offenses are projected as follows:

Person Crime: 27%  
 Property Crime: 36%  
 Drug Crime: 34%  
 Statutory Crime: 3%



## IN OUR COMMUNITIES

The Department recognizes that it cannot succeed without the support and participation of the communities it serves. It seeks to strengthen its role as a partner with other justice agencies and with citizens, civic groups, crime victims, schools and other organizations in building healthy communities.

Staff in several offices work closely with law enforcement agencies in support of community policing initiatives. These efforts help integrate law enforcement and community corrections with neighborhood, civic, business, school, and social service organizations.

The Department's Volunteer Program enhances our community relationships by providing opportunities for citizens to participate in community corrections. Volunteers assist in the supervision of offenders and contribute their skills to counseling, training, clerical, and other areas.

Our Information Officer assures that the public has timely and accurate information about the Department by working closely with print and broadcast media. In addition, she coordinates our Speakers Bureau and schedules staff with particular areas of expertise to speak at community meetings in response to inquiries that she receives.

Our Victims' Services Coordinator works closely with the District Attorney's Office to assist crime victims at all stages of their involvement with the justice system. She provides information, assistance, and referral for crime victims, particularly regarding post-sentence court process, restitution collection, and probation supervision.

Adult Community Justice's focus on building partnerships with our stakeholders parallels similar efforts by our Juvenile Justice staff, community policing by local law enforcement, and the District Attorney's Neighborhood DA program. These initiatives and numerous other public-private collaborations are reflected in our designation as a U.S. Department of Justice Weed and Seed Site. The Weed and Seed program supports the enhancement of public safety by building healthy, empowered communities. We have also been designated as one of seven Community Justice Pilot Sites across the nation by the Department of Justice. Community justice represents a shift from case processing to problem solving. It requires strong planning and operational linkages between justice agencies and their communities. The Department anticipates working with our communities and partner agencies on several community justice projects in the months ahead. One possibility is a Community Court which may focus on quality-of-life crimes and serve as an anchor for related initiatives in a particular area of the County.

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Director's Office	
Contact Person: Elyse Clawson	Telephone: (503) 248-3338
Program Address: 421 SW 5th #600 Portland, Oregon 97204	
Program Purpose: Direction, oversight, and coordination of Juvenile and Adult Community Justice Services	
Program Description: The Director and her staff work closely with other justice service providers, other county departments, and community organizations to plan and develop policy for a coordinated system of justice services in Multnomah County.	
Target Population:	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay:	Maximum Number Of Offenders Who Could Be Served At any one time:
Performance Outcomes And Methods Of Evaluation:  Implement the merger of Adult and Juvenile services into one consolidated department with increased coordination and streamlined service delivery by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Adult Community Justice Management	
Contact Person: Bob Grindstaff	Telephone: (503) 248-5038
Program Address: 421 SW 5th Avenue #600 Portland, Oregon 97204	
Program Purpose: Management, direction and oversight for Adult Community Justice.	
Program Description: Adult Community Justice Management works closely with the Oregon Department of Corrections, the Multnomah County Sheriff's office, the Portland Police, the District Attorney's office and the courts to coordinate a range of supervision, sanctions and services for adult offenders.	
Target Population:	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/>  <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay:	Maximum Number Of Offenders Who Could Be Served At any one time:
Performance Outcomes And Methods Of Evaluation:  Oversee, facilitate and coordinate the restructuring of Adult Community Justice By June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah

Program Name: Resource Management

Contact Person: Meganne Steele

Telephone: (503) 248-3961

Program Address:

1401 NE 68th Avenue  
Portland, Oregon 97213

Program Purpose: To coordinate department planning, provide core administrative services, and support program evaluation.

Program Description: Responsibilities include: Budget and fiscal management contract administration, and personnel.

Target Population: N/A

Check All That Apply:

☐ Probationers: High: ☐ Medium: ☐ Low: ☐ Limited: ☐

☐ Parolees: High: ☐ Medium: ☐ Low: ☐ Limited: ☐

☐ Other Offender Type: \_\_\_\_\_

☐ Men ☐ Women ☐ Both

☐ Residential ☐ Non-Residential ☐ Both

Average Length of Stay: N/A

Maximum Number Of Offenders Who  
Could Be Served At any one time: N/A

Performance Outcomes And Methods Of Evaluation:

The Unit will help design and implement a system for routine management review of key results and other performance data by December 1997.

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Information Services	
Contact Person: Aki Noma	Telephone: (503) 306-5864
Program Address: 421 SW 5th Avenue #600 Portland, Oregon 97204	
Program Purpose: To administer the Department's Management Information System.	
Program Description: This unit works closely with Department of Corrections Information Services and County ISD. Major responsibilities include: development and maintenance of computer case management system, LAN/WAN installation and management, database development and user training.	
Target Population: N/A	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The unit will complete LAN implementation in field offices by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Volunteer/Student Intern program	
Contact Person: Wayne Salvo	Telephone: (503) 248-3031
Program Address: 727 NE 24th Avenue. Portland, Oregon 97212	
Program Purpose: To provide volunteers with useful and rewarding placements in the Department.	
Program Description: The program recruits, screens, trains, places, and supports volunteers who are interested in participating in the work of the Department.	
Target Population: N/A	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The program will place 65 volunteers within the Department in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Pretrial Services Intake	
Contact Person: Steve LaMarche	Telephone: (503) 248-3992
Program Address: 1120 SW 3rd Avenue #301 Portland, Oregon 97204	
Program Purpose: To interview incarcerated defendants and make release recommendations.	
Program Description: Operating under authority delegated by the courts, the Pretrial Services Intake unit evaluates defendants and releases from custody those who meet criteria established to assure their return for future court appearances. Information gathered by the unit is sent directly to judges in arraignment courts.	
Target Population: Incarcerated defendants.	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input checked="" type="checkbox"/> Other Offender Type: <u>Pretrial defendants</u>  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The unit will interview 60% of defendants within 1 hour of booking; 99% of defendants within 6 hours of booking by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah

Program Name: Pre-Sentence Investigation unit

Contact Person: Jeff Snyder

Telephone: (503) 248-3082

Program Address:

421 SW 5th Avenue #600

Portland, Oregon 97204

Program Purpose: To provide a report for a sentencing judge to assist in the sentencing decision.

Program Description: When requested by a judge, the unit prepares a written report which includes the circumstances of the offense, the defendant's social history, and sentencing recommendations. A pre-sentence investigation report takes an average of 14.5 hours to complete.

Target Population: Convicted offenders pending sentencing

Check All That Apply:

☐ Probationers: High: ☐ Medium: ☐ Low: ☐ Limited: ☐

☐ Parolees: High: ☐ Medium: ☐ Low: ☐ Limited: ☐

☒ Other Offender Type: Convicted offenders pending sentencing

☐ Men ☐ Women ☒ Both

☐ Residential ☐ Non-Residential ☐ Both

Average Length of Stay: N/A

Maximum Number Of Offenders Who  
Could Be Served At any one time: N/A

Performance Outcomes And Methods Of Evaluation:

The unit will meet due dates for report completion on 98% of all cases.



# PROGRAM DESCRIPTION

County: Multnomah

Program Name: Intake

Contact Person: Kathy Treb

Telephone: (503) 306-5716

Program Address:

1120 SW 3rd Avenue #358  
Portland, Oregon 97204

Program Purpose: To process individuals sentenced to probation.

Program Description: The Intake unit is responsible for assuring a smooth flow of probation cases from the courts to Adult Community Justice field offices. The unit provides an orientation and review of the conditions of supervision for offenders and assigns them to the appropriate office.

Target Population: Convicted offenders sentenced to probation.

Check All That Apply:

☒ Probationers: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☐ Parolees: High: ☐ Medium: ☐ Low: ☐ Limited: ☐

☐ Other Offender Type: \_\_\_\_\_

☐ Men ☐ Women ☒ Both

☐ Residential ☐ Non-Residential ☐ Both

Average Length of Stay: N/A

Maximum Number Of Offenders Who  
Could Be Served At any one time: N/A

Performance Outcomes And Methods Of Evaluation:

The unit will improve linkages with the courts to reduce the number of offenders who fail to report for intake within 30 days by 5% by June 1998.

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Pretrial Release Supervision Program	
Contact Person: Kim Hirota	Telephone: (503) 248-3331
Program Address: 1120 SW 3rd Avenue #301 Portland, Oregon 97204	
Program Purpose: To supervise defendants released from custody while their cases are pending.	
Program Description: The Pretrial Release Supervision Program provides supervision for those individuals the court believes cannot comply with a personal recognizance release.	
Target Population: Pretrial defendants	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input checked="" type="checkbox"/> Other Offender Type: <u>Pretrial Defendants</u>  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 90 days	Maximum Number Of Offenders Who Could Be Served At any one time: 1,200
Performance Outcomes And Methods Of Evaluation:  The program will attain a successful completion rate of 60% by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Hearings Unit	
Contact Person: Jeff Snyder	Telephone: (503) 248-3082
Program Address: 412 SW 5th Avenue #600 Portland, Oregon 97204	
Program Purpose: To conduct timely hearings with parolees and probationers accused of violations of supervision conditions.	
Program Description: Hearings Officers utilize authority delegated by the Board of Parole and Post Prison supervision and Oregon law to impose sanctions, refer to treatment or other interventions, release from custody, recommend revocation to prison, and make other recommendations to releasing authorities.	
Target Population: Parolees and probationers accused of violating their conditions of supervision.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The unit will average 3 days from receipt of violation packet to in-custody hearing by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Centralized Casebank	
Contact Person: Beatrice McMillan	Telephone: (503) 248-3680
Program Address: 727 NE 24th Avenue Portland, Oregon 97212	
Program Purpose: To cost effectively supervise offenders assessed as low or limited risk to reoffend.	
Program Description: In the casebank system, offenders are first placed on low supervision and required to report via telephone or mail. After demonstrating compliance, offenders may be shifted to limited supervision where reporting requirements are suspended and staff instead perform file checks and compliance reviews.	
Target Population: Low and limited risk offenders.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: 4,000
Performance Outcomes And Methods Of Evaluation:  Increase the percentage of offenders in the Casebank who re paying supervision fees from 65% to 72% by June 1998, through the use of a computerized offender reporting service.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Domestic Violence Unit	
Contact Person: Gerard Welch	Telephone: (503) 248-3196
Program Address: 2205 NE Columbia Blvd. Portland, Oregon 97211	
Program Purpose: To eliminate acts of domestic violence perpetrated by offenders supervised by the unit.	
Program Description: The program is a joint effort with the Courts, the District Attorney's office, and Portland Police to provide 130 to 150 first time offenders with sentencing alternatives, sanctions, and treatment. Staff coordinate with justice and treatment agencies, monitor and supervise offender compliance with treatment and court conditions, and maintain ongoing contact with victims. When appropriate, victims are included in supervision and treatment plans.	
Target Population: Offenders who have committed acts of domestic violence.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> Other Offender Type: <u>Deferred Sentencing</u>  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 6-9 months (deferred sentencing)	Maximum Number Of Offenders Who Could Be Served At any one time: TBD
Performance Outcomes And Methods Of Evaluation:  1. 68% of offenders will successfully complete the program in 1997-98.  2. 88% of offenders in program will not be re-arrested in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah

Program Name: SB1145 Supervision Program

Contact Person: John Turner

Telephone: (503) 248-3920

Program Address:

421 SW 5th Avenue #600  
Portland, Oregon 97204

Program Purpose: To provide case planning, sanctions, and supervision for the SB 1145 population.

Program Description: The SB 1145 Offender Management and Field Supervision Teams work closely with MCSO staff to identify target cases, develop case plans for each offender, facilitate the movement of offenders from jail to community based sanctions, and supervise offenders as they complete their sentences in the community. Community-based sanctions include Day Reporting, Forest Project, Electronic Monitoring, residential treatment, and community service.

Target Population: Offenders sentenced to 12 months or less.

Check All That Apply:

☒ Probationers: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☒ Parolees: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☒ Other Offender Type: SB 1145 Offenders

☐ Men ☐ Women ☒ Both

☐ Residential ☐ Non-Residential ☐ Both

Average Length of Stay: 4 months

Maximum Number Of Offenders Who  
Could Be Served At any one time:

Performance Outcomes And Methods Of Evaluation:

The Unit will manage the movement of SB1145 offenders to attain full utilization of SB1145 sanction resources within budget by June 1998.

The impact of SB1145 will, in part, be determined by comparing the recidivism of the SB1145 population to a matched sample of offenders sentenced to 12 months or less prior to the effective date of the legislation. A database is being developed to collect and analyze necessary data.

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: West District Probation/Parole Supervision	
Contact Person: Jim Rood	Telephone: (503) 248-3456
Program Address: 412 SW 12th Avenue Portland, Oregon 97205	
Program Purpose: To supervise Adult offenders to protect the community and promote positive offender behavior.	
Program Description: The district monitors offender behavior, refers to treatment, provides counseling, and imposes intermediate sanctions in order to decrease repeat criminal behavior. Resources will be focused on high and medium risk offenders.	
Target Population: Probationers and parolees.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation: The West District will achieve a successful completion rate of 50% by June 1998, as measured by case closure data by June 1998.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: North/Northeast District Probation/Parole Supervision	
Contact Person: Michael Haines	Telephone: (503) 248-3685
Program Address: 2205 NE Columbia Blvd Portland, Oregon 97211	
Program Purpose: To supervise Adult offenders to protect the community and promote positive offender behavior.	
Program Description: The district monitors offender behavior, refers to treatment, provides counseling, and imposes intermediate sanctions in order to decrease repeat criminal behavior. Resources will be focused on high and medium risk offenders.	
Target Population: Probationers and parolees.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: N/A	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The North/Northeast District will achieve a successful completion rate of 48% by June 1998, as measured by case closure data.	



# PROGRAM DESCRIPTION

County: Multnomah

Program Name: East/Southeast District Probation/Parole Supervision

Contact Person: Michael Haines

Telephone: (503) 248-3685

Program Address:

421 SE 10th Avenue  
Portland, Oregon 97214

Program Purpose: To supervise Adult offenders to protect the community and promote positive offender behavior.

Program Description: The district monitors offender behavior, refers to treatment, provides counseling, and imposes intermediate sanctions in order to decrease repeat criminal behavior. Resources will be focused on high and medium risk offenders.

Target Population: Probationers and parolees.

Check All That Apply:

☒ Probationers: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☒ Parolees: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☐ Other Offender Type: \_\_\_\_\_

☐ Men ☐ Women ☒ Both

☐ Residential ☐ Non-Residential ☐ Both

Average Length of Stay: N/A

Maximum Number Of Offenders Who  
Could Be Served At any one time: N/A

Performance Outcomes And Methods Of Evaluation:

The East/Southeast District will achieve a successful completion rate of 48% by June 1998, as measured by case closure data

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Substance Abuse Services	
Contact Person: Tichenor McBride	Telephone: (503) 248-3653
Program Address: 1401 NE 68th Avenue Portland, Oregon 97213	
Program Purpose: To provide a continuum of substance abuse interventions.	
Program Description: Services are provided through contracts with non-profit agencies in the community. The contracts are managed by Administrative Services. Contracted services include outpatient treatment, residential treatment, gender specific treatment for women, and drug testing.	
Target Population: Offenders with substance abuse problems.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/> Both	
Average Length of Stay: 3 months to 1 year	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  80% of participants will successfully complete their treatment programs in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Mental Health Services	
Contact Person: Tichenor McBride	Telephone: (503) 248-3653
Program Address: 1401 NE 68th Avenue Portland, Oregon 97213	
Program Purpose: To provide a range of mental health services for offenders.	
Program Description: Services are provided through contracts with local agencies and individual specialists. The contacts are managed by Administrative Services. Services include psychological and sex offender evaluations, consultation, medication management, group therapy, and sex offender treatment.	
Target Population: Offenders with mental health problems or referred for evaluation.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> Other Offender Type: <u>Pre-sentence</u>  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  77% of offenders in sex offender treatment will successfully complete their programs.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Housing Services	
Contact Person: Tichenor McBride	Telephone: (503) 248-3653
Program Address: 1401 NE 68th Avenue Portland, Oregon 97213	
Program Purpose: To provide case management and supervised housing for offenders under supervision.	
Program Description: Services are provided through contracts managed by Administrative Services. Services include transitional housing for: Parole Transition Program (46 beds); African American program (5 beds); general parole/probation population (84 beds); SB1145 offenders (50 beds).	
Target Population: Offenders who need transitional housing assistance.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 30-60 Days	Maximum Number Of Offenders Who Could Be Served At any one time: 185
Performance Outcomes And Methods Of Evaluation:  52% of Parole Transition offenders who enter transitional housing will successfully complete their transitional housing and move to a suitable residence in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Parole Transition Program / African American Program	
Contact Person: Mike King	Telephone: (503) 248-3357
Program Address: 2205 NE Columbia Blvd. Portland, Oregon 97211	
Program Purpose: To facilitate the reintegration of offenders returning to Multnomah County from state institutions.	
Program Description: The program targets parolees who lack a residence and other resources in the community. Services include pre-release planning, parole intake, drug-free housing, and a fund for various emergency needs. Culturally specific supervision, with links to drug treatment and employment services, is provided for African American male parolees at high risk for re-offense.	
Target Population: Parolees	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  100% of parolees eligible for subsidy will receive services in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Educational/Vocational Services	
Contact Person: Kevin Criswell	Telephone: (503) 248-3301
Program Address: 400 SW 12th Avenue Portland, Oregon 97205	
Program Purpose: To improve the reading, writing, and math skills offenders so that they will be better equipped to obtain employment.	
Program Description: The Learning Center provides instruction in basic skills and life skills, and offers pre-employment training and GED testing. Instruction is delivered via computers and in small and large groups. The program is also able to identify and respond to learning disabilities.	
Target Population: Offenders who read and write below 9th grade level.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  1. 65 offenders will obtain their GED in 1997-98.  2. 195 offenders will obtain employment in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Women's Services	
Contact Person: Michael Haines	Telephone: (503) 248-3685
Program Address: 421 SE 10th Avenue Portland, Oregon 97214	
Program Purpose: To provide services for pregnant female offenders and their families.	
Program Description: All pregnant women on supervision will receive services from a multi-disciplinary team. Transitional housing will be offered. A Community Health Nurse and a Family Intervention Specialist will be available. Corrections Counselors will facilitate groups focusing on cognitive restructuring, relapse prevention, life skills, and stabilization. In addition, specialized supervision of high risk women will be provided through field officer.	
Target Population: Female offenders.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input checked="" type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  75% of pregnant women receiving services will have positive birth outcomes.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Alternative Community Service	
Contact Person: Michael Santone	Telephone: (503) 248-3007
Program Address: 407 NE 12th Avenue Portland, Oregon 97232	
Program Purpose: To provide a sanction that allows offenders to contribute to the community.	
Program Description: The program assesses, screens, and places offenders to perform service hours for non-profit and public agencies. The program also schedules and oversees work crews that assist in neighborhood projects and help maintain City of Portland Parks.	
Target Population: Offenders sentenced or sanctioned to do community service.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input type="checkbox"/> Other Offender Type: Sole Sanction cases (sanction without probation sentence)  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  The program will provide at least 98,000 hours of service in 1997-98.	



# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Alternative Sentencing and Sanctions Program	
Contact Person: Kathy Treb	Telephone: (503) 306-5716
Program Address: 1120 SW 3rd Avenue #358 Portland, Oregon 97204	
Program Purpose: To provide swift and certain sanctions for selected offenses as an alternative to a lengthy period of probation.	
Program Description: Research indicates that supervision and intensive interventions are not cost-effective for low risk populations. This program will provide weekend sanctions, cognitive restructuring, and information/education regarding domestic violence, substance abuse, parenting, HIV/AIDS, anger management, and community resources. Group and didactic models will be used. Restitution and community service will be addressed when appropriate.	
Target Population: Low risk cases.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/>  <input checked="" type="checkbox"/> Other Offender Type: Sole Sanction cases (sanction without probation sentence)  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: Varies	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation:  75% of offenders will successfully complete their sanction in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Day Reporting Center	
Contact Person: Kevin Criswell	Telephone: (503) 248-3301
Program Address: 400 SW 12th Avenue Portland, Oregon 97205	
Program Purpose: To provide a sanction that stabilizes non-compliant offenders.	
Program Description: The Day Reporting Center is an intermediate sanction for parolees and probationers determined to be in violation by their PO's through Structured Sanctions, or by the Court or Parole Board through formal hearings. Offenders sanctioned to Day Reporting Center report daily and may participate in drug assessment, treatment, and testing; life skills training; mental health evaluation; and cognitive restructuring.	
Target Population: Probation and Parole violators.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 30 -- 90 days	Maximum Number Of Offenders Who Could Be Served At any one time: 75
Performance Outcomes And Methods Of Evaluation:  No more than 30% of participants will be sentenced to jail or prison within 6 months of program completion.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Drug Diversion Program	
Contact Person: Cary Harkaway	Telephone: (503) 248-3039
Program Address: 421 SW 6th Avenue #600 Portland, Oregon 97204	
Program Purpose: To reduce substance abuse and related criminal activity among those charged with drug possession.	
Program Description: The program involves the collaboration of the Court, the District Attorney's Office, the Public Defender, and a treatment provider. The Department administers the treatment contract. Participants are offered deferred prosecution and dismissal of their PCS charge if they successfully complete the program.	
Target Population: Offenders charged with PCS.	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input checked="" type="checkbox"/> Other Offender Type: <u>Deferred prosecution cases</u>  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 6 --12 months	Maximum Number Of Offenders Who Could Be Served At any one time: N/A
Performance Outcomes And Methods Of Evaluation: Approximately 65% of participants will successfully complete the program in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Forest Project	
Contact Person: Teresa Carroll	Telephone: (503) 248-3710
Program Address: 1021 SW 4th Avenue #802 Portland, Oregon 97204	
Program Purpose: To provide an intermediate sanction that involves offenders in constructive work.	
Program Description: Participants perform daily work including trail building, tree planting, campground maintenance and fire management within the Columbia Gorge National Scenic Area. Community service is also performed in nearby communities.	
Target Population: Male offenders sentenced by the courts or sanctioned by their PO's.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input checked="" type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 4-10 weeks	Maximum Number Of Offenders Who Could Be Served At any one time: 28
Performance Outcomes And Methods Of Evaluation:  The program will maintain a 90% utilization rate in 1997-98.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Work Release Beds	
Contact Person: Bob Grindstaff	Telephone: (503) 248-5038
Program Address: 421 SW 5th Avenue #600 Portland, Oregon 97204	
Program Purpose: To provide a sanction for probation and parole violators.	
Program Description: This sanction is provided through a contract with the Sheriff's Office for 40 beds at the Multnomah County Restitution Center. In addition to work release, MCRC offers a variety of evening programs for offenders.	
Target Population: Parole and Probation violators.	
Check All That Apply:  <input checked="" type="checkbox"/> Probationers: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Parolees: High: <input checked="" type="checkbox"/> Medium: <input checked="" type="checkbox"/> Low: <input checked="" type="checkbox"/> Limited: <input checked="" type="checkbox"/>  <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 60-90 days	Maximum Number Of Offenders Who Could Be Served At any one time: 40
Performance Outcomes And Methods Of Evaluation:  No more than 10% of residents who complete the program will be returned to custody within 6 months.	

# PROGRAM DESCRIPTION

County: Multnomah

Program Name: Sanctions Tracking

Contact Person: Bob Grindstaff

Telephone: (503) 248-5038

Program Address:

421 SW 5th Avenue #600  
Portland, Oregon 97204

Program Purpose: To make the sanctioning process more efficient

Program Description: The program will function as a sanction information clearing house, assisting PO's, Hearings officers, and the Courts in determining the appropriate sanction. Staff will assure that offenders are placed in sanctions consistent with their risk and need factors. Jail beds will be used more efficiently and other sanction resources will be fully utilized.

Target Population: Parole and Probation violators.

Check All That Apply:

☒ Probationers: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☒ Parolees: High: ☒ Medium: ☒ Low: ☒ Limited: ☒

☒ Other Offender Type: Sole Sanction cases (sanction without probation sentence)

☐ Men ☐ Women ☒ Both

☐ Residential ☐ Non-Residential ☒ Both

Average Length of Stay: Varies

Maximum Number Of Offenders Who  
Could Be Served At any one time: N/A

Performance Outcomes And Methods Of Evaluation:

A staff survey, to be completed after the program has been in operation for at least one year will indicate that the program has resulted in a more efficient and consistent use of structured sanctions.

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Jail	
Contact Person: Dan Noelle	Telephone: (503) 255-3600
Program Address: 12240 NE Glisan Portland, Oregon 97230	
Program Purpose: To provide incarceration for offenders sentenced to 12 months or less.	
Program Description: All offenders sentenced to 12 months or less will serve at least 30 days in jail. Most of these offenders will be housed in beds rented from the State until new local capacity can be brought on line in 1998.	
Target Population: Offenders sentenced to 12 months or less.	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input checked="" type="checkbox"/> Other Offender Type: SB1145 Offenders  <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Both <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay: 30-60 days	Maximum Number Of Offenders Who Could Be Served At any one time: 330
Performance Outcomes And Methods Of Evaluation:  To help move the target population from jail to community sanctions so that budgeted capacities are not exceeded.  To provide a term of incarceration for SB1145 offenders consistent with public safety.	

# PROGRAM DESCRIPTION

County: Multnomah	
Program Name: Public Safety Coordinating Council Support	
Contact Person: Peter Ozanne	Telephone: (503) 796-2423
Program Address: 421 SW 6th Ave., Suite 1075 Portland, Oregon 97204	
Program Purpose: To provide administrative, logistical, and research support for the Council	
Program Description: The Council provides planning, coordination, and evaluation services for local justice agencies. Support for the Council includes a Coordinator, Director of Research and Administration, and Administrative Assistant.	
Target Population:	
Check All That Apply:  <input type="checkbox"/> Probationers: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Parolees: High: <input type="checkbox"/> Medium: <input type="checkbox"/> Low: <input type="checkbox"/> Limited: <input type="checkbox"/> <input type="checkbox"/> Other Offender Type: _____  <input type="checkbox"/> Men <input type="checkbox"/> Women <input type="checkbox"/> Both <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	
Average Length of Stay:	Maximum Number Of Offenders Who Could Be Served At any one time:
Performance Outcomes And Methods Of Evaluation:  To coordinate the activities of the Council consistent with SB1145 and local priorities.  To provide meeting materials and reports for Council members.	



BUD SUMM 97-99 BIENN

BUDGET SUMMARY							
7/1/97 - 6/30/99							
<b>County: Multnomah</b>							
Program Name	97-99 Grant-In-Aid	97-99 New Impact Fund	97-99 Release Subsidy	97-99 Parole Hearings	97-98 Grants	97-98 Local Funds	Total
DIRECTOR'S OFFICE	-	-	-	-	50,000	212,391	262,391
ADULT COMMUNITY JUSTICE MGM	-	-	-	-	-	763,969	763,969
PRE-TRIAL SVCS/INTAKE	-	-	-	-	-	633,282	633,282
PRE-SENTENCE INVESTIGATION	1,508,600	-	-	-	-	-	1,508,600
PROBATION INTAKE	1,934,529	-	-	-	-	63,377	1,997,906
PRE-TRIAL RELEASE SUPV	-	-	-	-	-	337,537	337,537
PAROLE HEARINGS	348,425	-	-	100,000	-	-	448,425
WEST DISTRICT	2,308,143	-	-	-	-	610,265	2,918,408
EAST/SOUTHEAST DISTRICT	7,426,383	-	-	-	-	232,133	7,658,516
NORTH/NORTHEAST DISTRICT	4,478,839	-	-	-	-	232,133	4,710,972
SB 1145 SUPERVISION	-	11,028,863	-	-	-	-	11,028,863
CENTRALIZED CASEBANK	2,456,527	-	-	-	-	-	2,456,527
DOMESTIC VIOLENCE	-	-	-	-	-	526,054	526,054
SUBSTANCE ABUSE SERVICES	915,115	-	-	-	-	4,670,135	5,585,250
MENTAL HEALTH SERVICES	880,694	-	-	-	-	-	880,694
HOUSING SERVICES	1,297,685	-	187,193	-	-	-	1,484,878
WOMEN'S SERVICES	-	-	-	-	-	671,404	671,404
PAROLE TRANSITION PROGRAM	873,621	-	-	-	-	91,649	965,270
EDUC/VOC SERVICES	724,869	-	-	-	-	-	724,869
ALTERNATIVE COMMUNITY SVCS	1,260,227	-	-	-	-	324,205	1,584,432
DAY REPORTING CENTER	2,161,013	-	-	-	-	-	2,161,013
FOREST PROJECT	-	-	-	-	-	580,061	580,061
VOLUNTEER/INTERN PROGRAM	327,525	-	-	-	-	-	327,525
DRUG DIVERSION PROGRAM	192,311	-	-	-	107,955	882,334	1,182,600
SANCTIONS TRACKING	-	-	-	-	-	257,778	257,778
ALTERNATIV SENTENCING & SANC	-	-	-	-	-	238,706	238,706
INFORMATION SERVICES	782,838	-	-	-	-	1,282,614	2,065,452
ADMINISTRATIVE SERVICES	1,077,758	-	-	-	14,078	306,502	1,398,338
LPSCC SUPPORT	-	373,202	-	-	-	-	373,202
1145-SHERIFF	-	14,030,177	-	-	-	-	14,030,177
<b>BIENNIUM BUDGET TOTAL</b>	<b>30,955,102</b>	<b>25,432,242</b>	<b>187,193</b>	<b>100,000</b>	<b>172,033</b>	<b>12,916,529</b>	<b>69,763,099</b>