



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
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Phone: (503) 988-5219 FAX (503) 988-5440

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Lisa Naito, Commission Dist. 3

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Lonnie Roberts, Commission Dist. 4

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

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JUNE 10 & 12, 2008

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 2	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Confirming the Interim Designation for Multnomah County Commissioner District 1
Pg 3	9:40 a.m. Thursday Recognition of the Department of Community Justice Signing the Agreement to become a Member of the Sexual Minorities Roundtable
Pg 3	10:05 a.m. Thursday Elections Briefing
Pg 3 & 4	10:50 a.m. Thursday Public Hearing and Consideration of an Order Approving Annexation of Territory to the Dunthorpe-Riverdale County Service District

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

Tuesday, June 10, 2008 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 90 MINUTES REQUESTED.
-

Thursday, June 12, 2008 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

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

- C-1 Appointment of Henise Telles-Ferreira to the Multnomah County LIBRARY ADVISORY BOARD
- C-2 Appointment of Jeff Hansen and Gretchen Barron to Multnomah County VECTOR CONTROL AND ENFORCEMENT ADVISORY COMMITTEE
- C-3 Amendment No. 3 to Intergovernmental Agreement (IGA) No. 0405013 between Multnomah County and City of Portland Necessary to Extend Urban Area Security Initiative (UASI) Grant-Sharing through May 31, 2010

DEPARTMENT OF COUNTY MANAGEMENT

- C-4 Budget Modification DCM-16 Reclassifying Two Positions in Facilities and Property Management as Determined by the Class/Comp Unit of Central Human Resources

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

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 RESOLUTION Confirming the Interim Designation for Multnomah County Commissioner District 1, in the Event of a Vacancy
- R-2 Budget Modification NOND-07, Adding 2.0 FTE in the County Attorney's Office to Provide Legal Services for Labor Matters

DEPARTMENT OF COMMUNITY JUSTICE - 9:40 AM

- R-3 Recognition of the Department of Community Justice Signing the Agreement to become a Member of the Sexual Minorities Roundtable (SMRT)

DEPARTMENT OF COMMUNITY SERVICES - 9:55 AM

- R-4 RESOLUTION Authorizing the Temporary Closure of a Portion of SE 282nd Avenue to Construct the Johnson Creek Culvert Replacement Bridge, from July 1, 2008 until October 31, 2008
- R-5 NOTICE OF INTENT to Apply for a Mt. Hood Cable Regulatory Commission Grant to Animal Services for the New Cable TV Program: "Animal Magnetism"
- R-6 Multnomah County Elections Division Overview of May 20 Primary Election. Presented by Cecilia Johnson and Tim Scott. 45 MINUTES REQUESTED.

SERVICE DISTRICT - 10:50 AM

(Recess as the Board of County Commissioners and convene as the governing body for **DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1**)

- R-7 Public Hearing and Consideration of the District's Endorsing a Petition to Annex a Single Parcel of Land to the District Pursuant to ORS 198.857
[Continued from May 15, 2008]

(Adjourn as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1 and reconvene as the **BOARD OF COUNTY COMMISSIONERS**)

NON-DEPARTMENTAL – 10:55 AM

**R-8 PUBLIC HEARING and Consideration of an ORDER Approving the
Annexation of Territory to Dunthorpe-Riverdale County Service District
[Continued from May 15, 2008]**

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



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MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/10/08
Agenda Item #: E-1
Est. Start Time: 9:00 AM
Date Submitted: 06/03/08

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: June 10, 2008 Amount of Time Needed: 15-55 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Agnes Sowle and Invited Others

General Information

1. What action are you requesting from the Board?

No final decision will be made in the Executive Session.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.

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

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

ORS 192.660(2)(d),(e)and/or(h)

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

Required Signature

Elected Official or
Department/
Agency Director:

Date: 06/03/08



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 06/03/08

Agenda Title: Appointment of Henise Telles-Ferreira to the Multnomah County LIBRARY
ADVISORY BOARD

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

Requested Meeting Date: June 12, 2008 Amount of Time Needed: Consent Agenda
Department: Non-Departmental Division: Chair's Office
Contact(s): Tara Bowen-Biggs
Phone: (503)988-3308 Ext. 83953 I/O Address: 503/600
Presenter(s): N/A

General Information

1. What action are you requesting from the Board?

Request the Board approve appointment of Henise Telles-Ferreira to the Multnomah County Library Advisory Board. The appointment will begin on July 1, 2008 and will end June 30, 2010.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Library Advisory Board advises the board of County Commissioners on matters relating to library services, policies and funding. It also serves as the Citizen Budget Advisory Committee for the County's Library Department. There are 17 members including two youth members (between the ages of 13 and 17). Non-youth members are appointed to 4-year terms by the county Chair with approval of the board of County Commissioners. Youth members are appointed to 2-year terms by the County Chair with approval of the Board of County Commissioners. Yvonne Chambers is liaison to the Multnomah County Library Advisory Board.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: May 12, 2008



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 06/03/08

Agenda Title: Appointment of Jeff Hansen and Gretchen Barron to Multnomah County
VECTOR CONTROL AND ENFORCEMENT ADVISORY COMMITTEE

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

Requested Meeting Date: June 12, 2008
Amount of Time Needed: Consent Agenda
Department: Non-Departmental
Division: Chair's Office
Contact(s): Ted Wheeler, Tara Bowen-Biggs
Phone: (503) 988-3308 **Ext.** 83953 **I/O Address:** 503/600
Presenter(s): N/A

General Information

1. What action are you requesting from the Board?

Request board approval of appointments of Jeff Hansen and Gretchen Barron to the Multnomah County Vector Control and Enforcement Advisory Committee.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Multnomah County Vector and Code Enforcement Advisory Committee was established by Multnomah County Ordinance #1052. This committee advises the board and the Environmental Health Section or Health Department Director on matters involving the County vector control program. The committee assists in evaluating current and future plans and practices of vector control services, including strategic direction related to public health prevention, surveillance, intervention, education and enforcement. The Committee provides information regarding the environmental health needs and wants of the community. The Committee is composed of nine members appointed by the Chair upon approval of the Board. The membership represents citizens of Multnomah County interested in vector control issues from diverse geographical and occupational interests. Lynn George of the Multnomah County health Department is staff liaison to the Multnomah County Vector Control and Enforcement Advisory Committee.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:

TED WHEELER

Date: 06/02/08



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 05/29/08

Agenda Title: Amendment No. 3 to Intergovernmental Agreement (IGA) No. 0405013 between Multnomah County and City of Portland Necessary to Extend Urban Area Security Initiative (UASI) Grant-Sharing through May 31, 2010

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

Requested Meeting Date:	June 12, 2008	Amount of Time Needed:	Consent Calendar
Department:	Chair's Office	Division:	MCEM
Contact(s):	George Whitney		
Phone:	(503) 988-4580	Ext.	84580
Presenter(s):	George Whitney	I/O Address:	#503/6th

General Information

1. What action are you requesting from the Board?

Approval to extend term of IGA with City of Portland to expend UASI Grant funds through the current grant period of performance ending May 31, 2010.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The City of Portland, on behalf of the Portland Urban Area, administers UASI as a sub-grantee to the State of Oregon. IGAs are necessary to establish grant sharing between the City of Portland and other jurisdictions. The Portland Urban Area received approximately \$6.8M in UASI grant dollars in FY 07.

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

No direct fiscal impact as a result of this IGA extension. Necessary requests for Budget Modification will be forthcoming at the earliest opportunity in the new fiscal year as they become needed.

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

None.

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

None.

Required Signature

**Elected Official or
Department/
Agency Director:**

TED WHEELER

Date: 05/29/08

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0405013

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

Amendment #: 3

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services

Division/

Program: Land Use & Transportation Program

Date: 05/27/08

Originator: George Whitney

Phone: (503) 988-4580

Bldg/Room: #503/6th

Contact: Cathey Kramer

Phone: (503) 988-5050 x22589

Bldg/Room: #425/Yeon

Description of Contract: Amendment No. 2 to Intergovernmental Agreement with the City of Portland (County No. 0405013/City No. 52304) to extend the Urban Area Grant Initiative (UASI) grant period through May 31, 2010, in accordance with the FY07 UASI Grant Amendment. Multnomah County coordinates with Portland to manage reimbursement of this regional Department of Homeland Security Grant. There are no costs to the County associated with this Amendment.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO CERTIFICATION EXPIRES _____

PROCUREMENT _____
EXEMPTION OR _____
CITATION # _____

ISSUE _____
DATE: _____

EFFECTIVE _____
DATE: _____

END _____
DATE: _____

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Portland Office of Emergency Management			Remittance address	
Address	1001 SW 5 th Avenue, Room 650			(If different)	
City/State	Portland OR			Payment Schedule / Terms:	
ZIP Code	97204			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 823-4187/Fax: (503) 823-3903 (Shelli Tompkins)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	12/01/06	Term Date	06/30/08	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	07/01/08	New Term Date	05/31/2010		
Original Contract Amount	\$ 0			Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$ 0			Total Amt of Previous Amendments	\$
Amount of Amendment	\$ 0			Amount of Amendment	\$
Total Amount of Agreement	\$ 0			Total PA/Requirements Amount	\$

REQUIRED SIGNATURES:

Department Manager _____

DATE _____

County Attorney _____

DATE _____

CPCA Manager _____

DATE _____

County Chair TRD Winkler

DATE 06.12.08

Sheriff _____

DATE _____

Contract Administration _____

DATE _____

COMMENTS:

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 06.12.08

DEBORAH L. BOGSTAD, BOARD CLERK

AMENDMENT NO. 3CONTRACT NO. 52304

FOR

Multnomah County, Oregon Intergovernmental Agreement (IGA)Pursuant to Ordinance No. 181577

This Contract was made and entered into on the 8th day of September, 2004, by and between Multnomah County, Oregon, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

RECITALS:

1. The Urban Areas Security Initiative (UASI) 2007 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Multnomah County.

NOW, THEREFORE, the parties agree:

1. This IGA between the City and Multnomah County is hereby extended through May 31, 2010.

All other terms and conditions of the existing IGA between the City and Multnomah County shall remain unchanged and in full force and effect.

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By _____
Assistant County Attorney

Approved as to Form:

APPROVED AS TO FORM

Linda Mung
CITY ATTORNEY

By City Attorney _____
Date _____

Multnomah County

By: *Ted Wheeler*
Date _____
Ted Wheeler, County Chair
(Name and Title)

Address: 501 SE Hawthorne Blvd.
Portland OR 97214-3587
Telephone: (503) 988-3308

CITY OF PORTLAND

By: _____
Mayor/Elected Official Date

By: _____
Auditor Date

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 06.12.08
DEBORAH L. BOGSTAD, BOARD CLERK

181577

ORDINANCE No. As Amended

* Accept an Oregon Military Department, Office of Emergency Management, Department of Homeland Security FY 2007 Urban Areas Security Initiative Grant to plan for terrorism events through planning, training and equipping First Responders. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Department of Homeland Security is providing financial assistance to selected urban areas through the FY 2007 Urban Area Security Initiative (UASI). The City of Portland, in cooperation with regional partners (Multnomah, Clackamas, Washington and Columbia Counties of Oregon and Clark County, Washington) applied for financial assistance to address the unique equipment, training, planning, exercise and operational needs of large urban areas.
2. The Department of Homeland Security has designated Portland, Oregon as the core urban area in the State of Oregon. The City of Portland will be eligible for a portion of the \$6,806,353 available to our regional metropolitan area.
3. Funds provided under the UASI Grant Program will be granted directly to the States with 80% of the total award going to selected urban areas.
4. Funds will be used and dedicated for equipment, training and planning for City of Portland First Responders for potential terrorist attacks.
5. Portland has participated in two preliminary steps in the grant process: a) a needs assessment and b) a regional strategy to address our terrorism readiness.
6. The City of Portland, with regional partners (Multnomah, Clackamas, Washington and Columbia Counties of Oregon and Clark County, Washington), has been approved for FY 2003, FY 2004, FY 2005 and FY 2006 Urban Area Security Initiative funds. An ordinance #178311 to accept UASI FY 2003 grant was heard and approved on April 14, 2004. An ordinance #178527 to accept UASI FY 2004 grant was heard and approved on June 23, 2004. An ordinance #179394 to accept UASI FY 2005 grant was heard and approved on July 6, 2005. An ordinance #180477 to accept UASI FY 2006 was heard and approved on October 5, 2006.
7. The City of Portland Office of Emergency Management will administer the Grant for the region.
8. There is no financial match requirement for this Grant.

181577

NOW, THEREFORE, the Council directs:

- a. The Mayor and Portland Office of Emergency Management are authorized to accept the FY 2007 Urban Areas Security Initiative grant from the Oregon Military Department, Office of Emergency Management (OEM).

Section 2. The Council declares that an emergency exists in that any delay in receipt for this grant will result in losing the opportunity for funding these activities; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by Council JAN 30 2008

Gary Blackmer
Auditor of the City of Portland

Mayor Tom Potter
Prepared by Shelli Tompkins
January 24, 2008

By 
Deputy

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREAS SECURITY INITIATIVE - CFDA #97.008**

GRANT ADJUSTMENT NOTICE

PROGRAM NAME:	Portland FY07 UASI Grant	GRANT NO:	#07-071
GRANTEE:	City of Portland Portland Office of Emergency Management (POEM)	FY 2007 AWARD:	\$6,806,353
ADDRESS:	1001 SW 5 th Avenue, Suite 650 Portland, OR 97204	AWARD PERIOD:	11/1/07 thru 5/31/10
PROGRAM DIRECTOR:	Carmen Merlo carmen.merlo@ci.portland.or.us	TELEPHONE:	(503) 823-2691
		FAX:	(503) 823-3903
FISCAL CONTACT:	Andreea Codorean andreea.codorean@ci.portland.or.us	TELEPHONE:	(503) 823-2694
			(503) 823-3903

BUDGET AMENDMENT

REVENUE

Federal Grant Funds \$6,806,353

TOTAL REVENUE: \$6,806,353

EXPENDITURES

Citizen Corps Program	\$474,500
Exercises	\$50,000
Information Technology	\$30,000
Interoperable Communications	\$2,128,636
Logistical Support	\$170,100
Medical Supplies/Pharmaceuticals	\$227,298
Other Equipment	\$4,704
Power Equipment	\$126,000
Physical Security Enhancement	\$15,000
Planning	\$2,636,729
Search and Rescue	\$442,697
Training	\$297,000
Administration	\$203,689

TOTAL EXPENDITURES: \$6,806,353

Approved by OEM:

David Cassel, Domestic Preparedness Program Manager

Date

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- F. By accepting FY 2007 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.
- G. Maintenance, Retention, and Access to Records; Audits.
 - 1. Maintenance and Retention of Records. The Subgrantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of the OGO Financial Management Guide from the Office of Grants and Training and apprise itself of all rules and regulations set forth. A copy is available at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf.
 - ~~2. Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the State Homeland Security Grant Program (SHSGP) shall vest in the Subgrantee agency that purchased the property, if it provides written certification to OEM that it will use the property for purposes consistent with the State Homeland Security Grant Program.~~
 - 3. Access to Records. OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantee and any contractors or subcontractors of Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. Audits. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with State Homeland Security Grant Program guidelines.

I. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Initial Strategy Implementation Plan (ISIP), Progress Reports, and Biannual Strategy Implementation Reports (BSIR).

The first report, the Initial Strategy Implementation Plan (ISIP), is due by October 15, 2007 and will be completed by the Office of Emergency Management.

The Subgrantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2007 State Homeland Security Grant Program and how they address identified project specific goals and objectives. The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy.

Reports are due January 15, 2008; July 15, 2008; January 15, 2009; July 15, 2009; January 15, 2010; and July 15, 2010 or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted with reimbursements, or included in the "Project Notes" section of the BSIR.

Any progress report or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Subgrantee must receive prior written approval from OEM to extend a progress report requirement past its due date.

Financial Reimbursement Reports

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than January 31, 2008; July 31, 2008; January 31, 2009; July 31, 2009; January 31, 2010; and June 30, 2010.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before November 1, 2007 or after May 31, 2010.
 - d. Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133.

J. Procurement Standards.

- 1. Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
- 2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM. Interagency agreements between units of government are excluded from this provision.
 - a. Subgrantees may not proceed with sole source procurement in excess of \$100,000 without prior written approval from OEM. Should a recipient elect to award a contract in excess of \$100,000 without competition, sole source justification will be necessary.
 - b. Justification must be provided for non-competitive procurement in excess of \$100,000 and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information.
- 3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

K. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Subgrantee, its officers, employees, subcontractors, or agents under this grant.

Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

L. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

M. No Implied Waiver, Cumulative Remedies. The failure of OEM to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.

O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, Subgrantee, and their respective successors and assigns, except that Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.G (Maintenance, Retention and Access to Records; Audits); Section I.I (Reports); and Section I.K (indemnification).

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

S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.) Subgrantees shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. Subgrantees are required to comply with 28 CFR Part 69, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr69_04.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantees must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 7. Clean Air Act, 42 USC 7401 et seq.
 8. Clean Water Act, 33 USC 1368 et seq.
 9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 11. Endangered Species Act of 1973, 16 USC 1531 et seq.
 12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
 13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
 14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
 15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
 16. ~~Indian Self-Determination Act, 25 USC 450f.~~
 17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
 18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
 19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
 20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to the Oregon Military Department, Office of Emergency Management (OEM). OEM will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Subgrantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act, of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. - No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement.

If required to formulate an Equal Employment Opportunity Program (EEO), the Subgrantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Subgrantees are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

H. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
2. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

I. Certification Regarding Drug Free Workplace Requirements. Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
 - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sec. 83.205 through 83.220); and
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sec. 83.225).
2. Second, you must identify all known workplaces under your Federal awards (see Sec. 83.230).

Additional information can be referenced at:

http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html.

III. **Suspension or Termination of Funding**

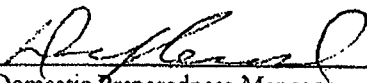
The Oregon Military Department, Office of Emergency Management may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the State Homeland Security Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Office of Emergency Management will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

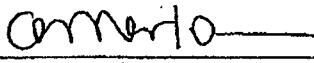
IV. Subgrantee Representations and Warranties

Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority. No Contravention. The making and performance by Subgrantee of this Agreement (a) have been duly authorized by all necessary action of Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.

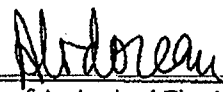

David Cassel, Domestic Preparedness Manager
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
(503) 378-2911 ext 22226

12/20/07
Date


Signature of Authorized Subgrantee Official

12-17-07
Date

Carmen Merlo, Director
Name/Title


Signature of Authorized Fiscal Representative of Subgrantee Agency

12-17-07
Date



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 06-12-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 05/28/08

BUDGET MODIFICATION: DCM - 16

Budget Modification DCM-16 Reclassifying Two Positions in Facilities and
Agenda Property Management as Determined by the Class/Comp Unit of Central
Title: Human Resources

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

Requested Meeting Date:	<u>June 12, 2008</u>	Amount of Time Needed:	<u>Consent</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Bob Thomas</u>		
Phone:	<u>(503) 988-4283</u>	Ext.	<u>84283</u>
		I/O Address:	<u>503/531</u>
Presenter(s):	<u>Consent</u>		

General Information

1. What action are you requesting from the Board?

The department is requesting Board approval of a budget modification reclassifying two positions in Facilities & Property Management, as determined by the Class/Comp Unit of Central Human Resources.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department of County Management is asking the Board to approve the reclassifications for the following positions:

Facilities & Property Management

Position Title (Old)	Position Title (New)	Position Number	FTE
1. Project Manager	Program Supervisor	702119	No change
2. Locksmith	Carpenter	705078	No change

1. When this position became vacant recently, Facilities managers redefined the position's duties and requested a review by Class/Comp. The position is being reassigned to Maintenance & Engineering. Upon review, Central Class/Comp has reclassified the job level of this position from a Project Manager to the Program Supervisor level.

2. Facilities Maintenance's current business model requires more work assignments at a higher and more specialized skill set to perform specific carpentry work rather than locksmith duties. This position's job duties are now related to the specialized carpentry trade. Class Comp has evaluated the duties of this position and has assigned the level of Carpenter to it.

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

No overall fiscal impact for the current year, funds are budgeted to cover these changes. Overall personal service savings due to these reclassifications are \$1,736 for FY 2008, with balancing increases in materials and services. Future budget requests will include costs for cost of living or merit increases, as appropriate.

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

NA

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

NA

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

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

Risk Management Fund service reimbursement is decreased by \$5.

- **What budgets are increased/decreased?**

Risk Management Fund is decreased by \$5.

- **What do the changes accomplish?**

Position reclassifications as described in section 2.

- **Do any personnel actions result from this budget modification? Explain.**

Position reclassifications as described in section 2

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Not applicable to this action.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

NA

- **If a grant, what period does the grant cover?**

NA

- **If a grant, when the grant expires, what are funding plans?**

NA

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>

ATTACHMENT B

BUDGET MODIFICATION: DCM - 16

Required Signatures

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

Date: 05/28/08

Budget Analyst:

Debra

Date: 05/28/08

Department HR:

Carl R. Quigley

Date: 05/28/08

Countywide HR:

A. Busby

Date: 05/28/08

Budget Modification ID: **DCM-16****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	72-50	3505		20		902207		60000	133,961	128,956	(5,005)		Decrease Permanent
2	72-50	3505		20		902207		60130	48,186	46,580	(1,606)		Decrease Salary Related
3	72-50	3505		20		902207		60140	41,277	39,901	(1,376)		Decrease Insurance Ben
4	72-50	3505		0020		902206		60000	381,790	386,795	5,005		Increase Permanent
5	72-50	3505		0020		902206		60130	135,002	136,608	1,606		Increase Salary Related
6	72-50	3505		0020		902206		60140	111,945	113,321	1,376		Increase Insurance Ben
7	72-50	3505		0020		902450		60000	198,597	190,721	(7,876)		Decrease Permanent
8	72-50	3505		0020		902450		60130	63,731	61,155	(2,576)		Decrease Salary Related
9	72-50	3505		0020		902450		60140	44,910	43,398	(1,513)		Decrease Insurance Ben
10	72-50	3505		0020		902201		60000	301,786	308,543	6,757		Increase Permanent
11	72-50	3505		0020		902201		60130	96,843	98,808	1,965		Increase Salary Related
12	72-50	3505		0020		902201		60140	72,659	74,166	1,507		Increase Insurance Ben
13	72-50	3505		0020		902206		60240	40,000	41,736	1,736		Increase Supplies
14										0			
15										0			
16										0			
17										0			
18	72-10	3500		0020		705210		50316		0			Decrease Insurance Rev
19	72-10	3500		0020		705210		60330		0			Decrease Offsetting Expend
20										0			
21										0			
22										0			
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3505	6149	64657	902207	Carpenter/Locksmith	705078	(1.00)	(50,053)	(16,062)	(13,759)	(79,874)
3505	6147	64656	902206	Carpenter	705078	1.00	50,053	16,062	13,759	79,874
3505	9063	61987	902450	Project Manager	702119	(1.00)	(78,764)	(25,764)	(15,125)	(119,653)
3505	9361	64177	902201	Program Supervisor	702119	1.00	67,573	19,650	15,073	102,296
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	(11,191)	(6,114)	(52)	(17,357)

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3505	6149	64657	902207	Carpenter/Locksmith	705078	(0.10)	(5,005)	(1,606)	(1,376)	(7,987)
3505	6147	64656	902206	Carpenter	705078	0.10	5,005	1,606	1,376	7,987
3505	9063	61987	902450	Project Manager	702119	(0.10)	(7,876)	(2,576)	(1,513)	(11,965)
3505	9361	64177	902201	Program Supervisor	702119	1.00	6,757	1,965	1,507	10,230
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.90	(1,119)	(611)	(5)	(1,736)

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: June 12, 2008

SUBJECT: Sellwood Bridge

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Ron Swaren

ADDRESS: 1543 SE Umatilla St

CITY/STATE/ZIP: Portland, OR 97202

PHONE: DAYS: 971-223-5178 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: I'm alarmed at the rising projected costs for repairing or replacing Sellwood Bridge. Have noted that other Multnomah Co. bridge projects were achieved at lower cost. 30-40 million. I have suggestions re: Sellwood Br. to hold costs down

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 04/04/08

Agenda Title: RESOLUTION Confirming the Interim Designation for Multnomah County Commissioner District 1, in the Event of a Vacancy

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

Requested Meeting Date: June 12, 2008 Amount of Time Needed: 5 mins
Department: Non-Departmental Division: County Attorney's Office
Contact(s): Agnes Sowle
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Agnes Sowle

General Information

1. What action are you requesting from the Board?
Adopt resolution confirming interim designation.
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate a Charter qualified interim occupant to serve until a vacancy is filled by election or appointment. This resolution confirms the interim designation of District 1 Commissioner Maria Rojo de Steffey as submitted and stated in the attached memo.
3. Explain the fiscal impact (current year and ongoing).
Not applicable.
4. Explain any legal and/or policy issues involved.
Complies with requirements of the Multnomah County Charter, Multnomah County Code and Oregon Revised Statutes as cited in general information 2.
5. Explain any citizen and/or other government participation that has or will take place.
Not applicable.

Required Signature

Elected Official or
Department/
Agency Director:

Date: 06/05/08



Commissioner Maria Rojo de Steffey

MULTNOMAH COUNTY OREGON

District One

Memorandum

May 29, 2008

To: Chair Ted Wheeler
Commissioner Jeff Cogen
Commissioner Lisa Naito
Commissioner Lonnie Roberts

FROM: Commissioner Maria Rojo de Steffey

RE: District 1 Alternate

It is my pleasure to name Deborah Kafoury as my alternate should I leave office before my term expires.

Commissioner-Elect Kafoury will take office on January 1, 2009 and has agreed to be my alternate until the end of my term. She is exceptionally qualified to take over as District 1 Commissioner. I am proud to have this opportunity to appoint her.

Cc: Commissioner-Elect Kafoury
Deb Bogstad, Board Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

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

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment. The designee must meet the Charter qualifications for appointees of such offices.
- b. In compliance with MCC 5.005(B)(1) and (4), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates District 1 Commissioner-Elect Deborah Kafoury as interim occupant of that office.

The Multnomah County Board of Commissioners Resolves:

1. The Board confirms District 1 Commissioner-Elect Deborah Kafoury to serve as interim occupant for Multnomah County Commission District 1 in the event of a vacancy in that office.

ADOPTED this 12th day of June, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-086

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

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment. The designee must meet the Charter qualifications for appointees of such offices.
- b. In compliance with MCC 5.005(B)(1) and (4), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates District 1 Commissioner-Elect Deborah Kafoury as interim occupant of that office.

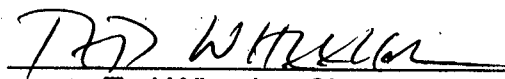
The Multnomah County Board of Commissioners Resolves:

1. The Board confirms District 1 Commissioner-Elect Deborah Kafoury to serve as interim occupant for Multnomah County Commission District 1 in the event of a vacancy in that office.

ADOPTED this 12th day of June, 2008.

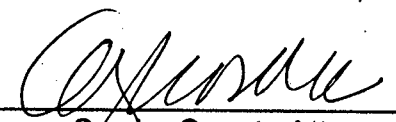


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, County Attorney



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 06-12-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 06/02/08

BUDGET MODIFICATION: NOND - 07

Agenda Title: Budget Modification NOND-07, Adding 2.0 FTE in the County Attorney's Office to Provide Legal Services for Labor Matters

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

Requested Meeting Date:	<u>June 12, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney's Office</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503-988-3138</u>	Ext.	<u>83183</u>
		I/O Address:	<u>503/5</u>
Presenter(s):	<u>Agnes Sowle</u>		

General Information

1. What action are you requesting from the Board?

Approve Bud Mod NOND 07, adding 1.0 FTE labor attorney and 1.0 FTE legal assistant to the County Attorney's Office. This action will allow the County Attorney's Office to address unmet and increased needs for labor and employment related legal services in County departments.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The County Attorney's Office does not presently employ sufficient in-house resources to meet the County's need for labor relations and employment litigation services. We currently hire outside counsel for labor services on an ad hoc basis.

Recent state legislation (SB 400) increased the number of items subject to bargaining for public safety employees throughout the state. Multnomah County negotiates with four unions affected by this legislation, and has already received three requests to bargain as a result of SB 400 since the Chair's executive budget was released. Additionally, we are seeing a sharp increase in the number of grievances that are being taken to arbitration by the unions. There was a 200% increase in arbitrations in 2007 over 2006. The first four months of 2008 shows an additional 200% increase.

There has also been an increase in the number and complexity of employment lawsuits against the County. We anticipate that the County's need for labor/employment law attorney services amounts to a 1.0 FTE. With this increased workload, it is more cost-effective to employ in-house labor attorneys than to purchase their services on contract, as we have done during this fiscal year. Outside labor attorneys charge the County \$225 per hour for those services. Through May 1, 2008, the county has spent more than \$90,000 on labor attorney services provided by private firms for the negotiation bargaining agreements during the fiscal year.

Currently the County's fifteen attorneys are supported by only three legal assistants. This current staffing is not sufficient to accommodate current workload needs, much less to accommodate an additional attorney.

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

The entire County Attorney budget is funded by the Risk Fund. The costs likely to be incurred in FY 2008 total \$18,910, all of which can be absorbed in the Risk Fund this year. \$10,000 of this amount is one-time-only, for re-configuring office space and adding computers and telephones. The remainder will cover personnel costs through June 30th. For FY 2009, the total cost of this proposal is estimated to be about \$250,000, for personnel costs and related supplies, training, and internal service costs.

The entire County Attorney budget amounts to approximately 3.45 % of the total Risk Fund budget in the current year. This bud mod will increase the share in FY 08 by .03% to 3.48%. In FY 09, the CA share of the Risk Fund will be 3.5%.

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

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

N/A.

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

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

Service reimbursement revenue in the IT and Facilities Funds is increased by \$3,000 and \$7,000 respectively.

- **What budgets are increased/decreased?**

The County Attorney's budget is increased by \$18,910; County IT and Facilities budgets are increased by \$3,000 and \$7,000 respectively. The latter of these increases are one-time-only for FY 2008.

- **What do the changes accomplish?**

The changes allow the County Attorney to hire a labor lawyer and a legal assistant in order to accommodate the requests for legal advice and services on labor matters in the County.

- **Do any personnel actions result from this budget modification? Explain.**

Yes. This action adds 2.0 FTE to the County Attorney's Office in order to provide labor law advice and services to County departments.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs are expected to be minimal and can be absorbed in the current administrative budget.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

No; this is an ongoing function. Liability insurance rates recovered from departments will be adjusted to pay for this increased cost.

- **If a grant, what period does the grant cover?**

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

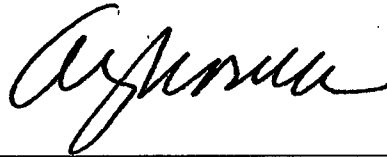
<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>

ATTACHMENT B

BUDGET MODIFICATION: NOND - 07

Required Signatures

**Elected Official or
Department/
Agency Director:**



Date: 06/02/08

Budget Analyst:



Date: 06/02/08

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **Nond 07****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	10-70	3500	10006	20		107001		60000	1,685,537	1,691,513	5,976		Base pay
2	10-70	3500	10006	20		107001		60130	540,889	542,627	1,738		Fringe
3	10-70	3500	10006	20		107001		60140	311,237	312,433	1,196		Insurance
4	10-70	3500	10006	20		107001		60380	125,226	128,226	3,000		computer & phones
5	10-70	3500	10006	20		107001		60430	245,021	252,021	7,000		configure office space OTO
6	72-10	3500	72012	20		705200		60330	19,922,797	19,903,887	(18,910)	0	Reduce Claims Paid
7													
8	72-10	3500	72012	20		705210		50316		(1,196)	(1,196)		Insurance SR
9	72-10	3500	72012	20		705210		60330		1,196	1,196		Insurance SR
10										0			
11	72-60	3503	72073	20		709525		50310		(3,000)	(3,000)		Info Technology SR
12	72-60	3503	72073	20		709525		60200		3,000	3,000		Info Technology SR
13										0			
14	72-50	3505	72044	20		902575		50310		(7,000)	(7,000)		Facilities SR
15	72-50	3505	72044	20		902575		60170		7,000	7,000		Facilities SR
16													
17													
18										0			
19										0			
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26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGEChange on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3500	9440	61023	107001	Ass't County Attorney Sr.	new	1.00	98,232	28,566	15,938	142,736
3500	6241	61023	107001	Legal Assistant Sr.	new	1.00	45,184	13,140	12,755	71,079
										0
										0
										0
										0
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										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						2.00	143,416	41,705	28,693	213,815

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3500	9440	61023	107001	Ass't County Attorney Sr.	new	0.04	4,093	1,190	664	5,948
3500	6241	61023	107001	Legal Assistant Sr.	new	0.04	1,883	548	532	2,962
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.08	5,976	1,738	1,196	8,910



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-3
Est. Start Time: 9:40 AM
Date Submitted: 05/29/08

Agenda Title: Recognition of the Department of Community Justice Signing the Agreement to become a Member of the Sexual Minorities Roundtable (SMRT)

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

Requested Meeting Date: June 12, 2008 Amount of Time Needed: 15 Minutes
Department: Community Justice Division:
Contact(s): Jeremiah Stromberg / Kathleen Treb
Phone: 503-988-4376 Ext. 84376 I/O Address: 502/2
Presenter(s): Scott Taylor - Director

General Information

1. What action are you requesting from the Board?

The mission of the Sexual Minorities Roundtable (SMRT) is to work with the Portland Police Bureau to improve relationships, respect, cooperation and crime reporting in the sexual minority community. The Roundtable strives to eliminate a fear of police within their community. DCJ has been a participant at the Roundtable for the last year and will sign the SMRT agreement to be a member of the Roundtable during the Board meeting. DCJ requests that the Board supports DCJ's membership in the Roundtable as one of the ways that Multnomah County strives to strength and improve the diversity of the workforce, the diversity of those with whom the County does business and the cultural competency with which services are delivered.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

One of DCJ's Values and Principles is that we value and respect diversity within our staff, our clients and our community. Forums such as DCJ's internal Cultural Competency Steering Committee and participation on the Sexual Minorities Roundtable are two ways in which DCJ addresses issues of cultural competency. DCJ has provided a representative to SMRT for the last year, and is now committed to being an ongoing, active member.

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

DCJ shall have one representative attend the SMRT monthly meeting during work hours

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

DCJ shall assist the other members of SMRT in addressing public concerns and questions regarding issues related to sexual orientation.

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

By becoming a member of SMRT, DCJ is joining other County and City law enforcement agencies such as the Portland Police Bureau, Gresham Police Bureau, Multnomah County Sheriff's Office, and Multnomah County District Attorney's Office as an identified member who can further exemplify Multnomah County's commitment to diversity.

Required Signature

Elected Official or

Department/

Agency Director: /s/ Kathleen Treb for Scott Taylor

Date: 05/29/08

SEXUAL MINORITY ROUNDTABLE PARTNERSHIP AGREEMENT

This partnership agreement, dated February 8, 2005, between the Portland Police Bureau, the Multnomah County Sheriff's Office and the Sexual Minority Community identifies the mission and goals of the partnership and the expected role each partner of the agreement will fulfill. The above partners will be referred to in this agreement as The Sexual Minority Roundtable.

MISSION STATEMENT

The purpose of the Sexual Minority Roundtable is to continue to enhance the relationship and cooperation between the law enforcement community and the sexual minority community; to foster an environment of mutual respect; to improve the dialogue between the communities; to find solutions to issues relating to public safety and law enforcement training; and to help improve policies, procedures and recruitment. This partnership shall be equal between partners.

For the purposes of this agreement, a sexual minority person is one who self identifies as having a sexual orientation and/or gender identity different from the majority of people in our society.

GOALS

The partners will work together to enhance public safety, livability, and general concerns of the community relating to law enforcement and sexual minority individuals.

As such, the Sexual Minority Roundtable will:

- I. Actively sponsor public safety programs relevant to sexual minority people.
- II. Sponsor training and seminars addressing personal safety.
- III. Offer recommendations for the humane confinement of sexual minorities in custody.
- IV. Conduct public meetings and forums to continue improving the relationships between the sexual minority community and law enforcement.
- V. Address the needs of sexual minority youth to develop a positive relationship with law enforcement.

MUTUAL SUPPORT

- I. The Sexual Minority Roundtable will continue to have a position on the Chief's Forum and through that position will continue to provide input to the Bureau.
- II. A command staff liaison from the Multnomah County Sheriff's Office and Portland Police Bureau Chief's Office will actively encourage and support the on-going relationship with the sexual minority community.
- III. The Portland Police Bureau will continue to host the Sexual Minority Roundtable in partnership with the Multnomah County Sheriff's Office.

- IV. The Portland Police Bureau and the Multnomah County Sheriff's Office will continue to recruit, support the retention of sexual minority members, and be mutually committed to maintaining a safe and respectful workplace for all members.
- V. The Sexual Minority Roundtable will provide support to the Portland Police Bureau and the Multnomah County Sheriff's Office in recruiting sexual minority employees by aiding in the alleviation of misconceptions, stereotypes and perceptions about law enforcement organizations.
- VI. The Portland Police Bureau and the Multnomah County Sheriff's Office will continue to educate all employees with diversity training, emphasizing the respect and worth of each person.
- VII. The Portland Police Bureau and the Multnomah County Sheriff's Office will continue to encourage and support sexual minority law enforcement support groups.
- VIII. The Sexual Minority Roundtable will work with the Portland Police Bureau and the Multnomah County Sheriff's Office to develop, review and implement their organizational goals.
- IX. The Sexual Minority Roundtable will engage in problem solving with the Portland Police Bureau and the Multnomah County Sheriff's Office in areas of public safety and mutual concern.
- X. The Sexual Minority Roundtable will encourage and lead the dialogue and mediation of conflicts between law enforcement and the sexual minority community.
- XI. The Sexual Minority Roundtable will continue to support a sexual minority community Crisis Response Team.

This agreement between the Portland Police Bureau, the Multnomah County Sheriff's Office, and the sexual minority community is a living document and as such, will be reviewed annually and amended as necessary.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-4
Est. Start Time: 9:55 AM
Date Submitted: 05/27/08

RESOLUTION Authorizing the Temporary Closure of a Portion of SE 282nd Avenue to Construct the Johnson Creek Culvert Replacement Bridge, from July 1, 2008 until October 31, 2008

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

Requested Meeting Date:	June 12, 2008	Amount of Time Needed:	5 minutes
Department:	Community Services	Division:	Land Use & Trans Program
Contact(s):	Brian Vincent, P.E., County Engineer		
Phone:	(503) 988-5050	Ext.	29642 I/O Address: 425/2 nd Fl.
Presenter(s):	Brian Vincent, P.E., County Engineer		

General Information

1. What action are you requesting from the Board?

Approval of a Resolution authorizing a four-month period to close SE 282nd Avenue, from July 1, 2008 through October 31, 2008.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

SE 282nd Avenue and Stone Road are heavily traveled county roads in East Multnomah County that intersect near the Clackamas County border. Less than 300 feet north of SE Stone Road there is an existing box culvert for Johnson Creek. The existing culvert is inadequate to accommodate the proposed widening of SE 282nd Avenue and is also on the list of culverts that are an impediment to fish passage. The project will replace the culvert with a bridge structure for improved fish passage and allow for the realignment of the intersection of these two roads for better safety.

The project is jointly funded by ODOT, Multnomah County and Clackamas County. A part of the project involves work in Clackamas County's right-of-way. Removing the existing culvert and constructing a bridge will require a minimum two to four-month road closure during the four-month authorized period.

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

The Project is budgeted and programmed in this fiscal year's state and county road fund budgets.

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

See No. 2 above.

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

See No. 2 above. In addition, a public meeting in Orient was held during the design and permitting process in 2007. The Orient, Boring, and Gresham Fire Departments, Gresham Police, Multnomah County Sheriff's office, and Clackamas County Sheriff's office will be involved in the road closure, and the Oregon Dept. of Transportation has been involved in planning for this road closure.

Roadside notification signs will be placed as well as notification to the local community and in a general circulation newspaper.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 05/23/08

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

From: RYAN Matthew O

Sent: Tuesday, May 20, 2008 1:06 PM

To: KRAMER Cathey M

Cc: VINCENT Brian S; HINDS Patrick J

Subject: FW: BCC Item for Review Temporary Road Closure 282nd Ave

I have revised the APR and the Resolution. Please review if any questions or concerns please contact me. Otherwise, the attached documents are approved for submission to the BCC for its consideration.

Matthew O. Ryan

Assistant County Attorney

Office of Multnomah County Attorney

501 SE Hawthorne, Suite 500

Portland, Oregon 97214

Tel: 503-988-3138; Fax: 503-988-3377

matthew.o.ryan@co.multnomah.or.us

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From: KRAMER Cathey M

Sent: Friday, May 16, 2008 10:18 AM

To: RYAN Matthew O

Cc: VINCENT Brian S

Subject: BCC Item for Review

Good morning, Matt. Brian Vincent and Gregory Kirby, project manager, have reviewed the attached files. At Brian Vincent's request, I am forwarding an APR, Resolution, and Exhibit A for your review. The subject is a closure of portions of SE 282nd Avenue this summer for culvert replacement at Johnson Creek.

Thanks, Cathey

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Temporary Closure of a Portion of SE 282nd Avenue to Construct the Johnson Creek Culvert Replacement Bridge, from July 1, 2008 until October 31, 2008

The Multnomah County Board of Commissioners Finds:

- a. The County Engineer has determined the existing Johnson Creek Culvert; a road facility used in conjunction with SE 282nd and Stone Road, County roads, to be structurally deficient and an impediment to fish passage. The County's Land Use and Transportation Program (LUTP) has obtained sufficient State and County funds to undertake the replacement of this culvert.
- b. Replacement of the existing culvert requires the closure of a portion of SE 282nd for approximately two to four months while a new bridge is constructed. This portion of SE 282nd Avenue needs to be closed at various times due to the nature of the work being performed on SE Stone Road and the in-stream work window, which lasts from July 15, 2008 until August 31, 2008.
- c. The approximate location of the Project and the impacted roads are as shown on the attached map identified as Exhibit A.
- d. The County Engineer has caused notice of this proposed closure and this meeting of the County Board to be posted and advertised as provided in Section 13.250 of the Multnomah County Road Rules.
- e. The Board's policy objectives are to mitigate negative economic impacts, ensure the safety of road users and workers, incorporate sustainability practices, and limit disruptions to traffic and the lifespan of the entire transportation system.
- e. The Land Use and Transportation Program has met with and coordinated with the local residents over the last seven months to help plan for and reduce impacts to the community.
- f. The County's goal is to balance the diverse needs of neighborhoods, the business community and traveling public, the regional economy, and the environment.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Land Use and Transportation Program is authorized to close SE 282nd Avenue, a County road, to all vehicular traffic between SE Stone Road, north a distance of 500 feet, as shown on the attached Exhibit A, for periods of time from July 1, 2008 until October 31, 2008.

ADOPTED this 12th day of June, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

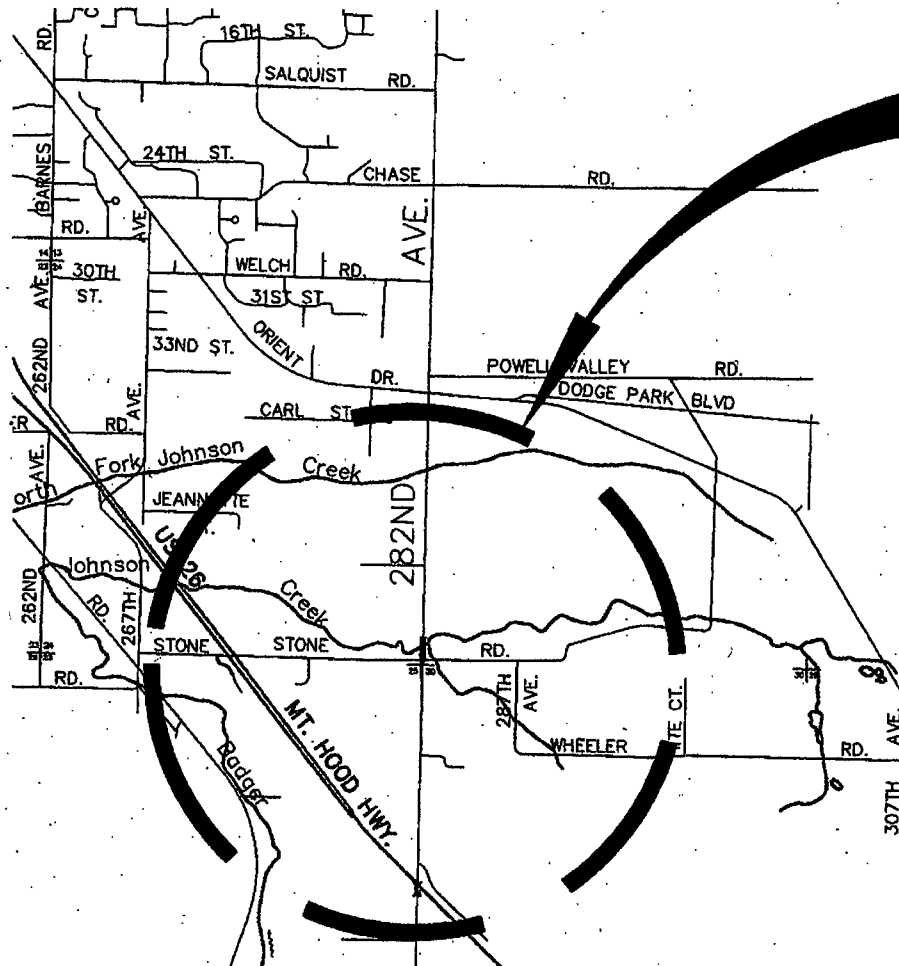
By

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director
Department of Community Services

EXHIBIT A



JOB
LOCATION

VICINITY MAP

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-087

Authorizing the Temporary Closure of a Portion of SE 282nd Avenue to Construct the Johnson Creek Culvert Replacement Bridge, from July 1, 2008 until October 31, 2008

The Multnomah County Board of Commissioners Finds:

- a. The County Engineer has determined the existing Johnson Creek Culvert; a road facility used in conjunction with SE 282nd and Stone Road, County roads, to be structurally deficient and an impediment to fish passage. The County's Land Use and Transportation Program (LUTP) has obtained sufficient State and County funds to undertake the replacement of this culvert.
- b. Replacement of the existing culvert requires the closure of a portion of SE 282nd for approximately two to four months while a new bridge is constructed. This portion of SE 282nd Avenue needs to be closed at various times due to the nature of the work being performed on SE Stone Road and the in-stream work window, which lasts from July 15, 2008 until August 31, 2008.
- c. The approximate location of the Project and the impacted roads are as shown on the attached map identified as Exhibit A.
- d. The County Engineer has caused notice of this proposed closure and this meeting of the County Board to be posted and advertised as provided in Section 13.250 of the Multnomah County Road Rules.
- e. The Board's policy objectives are to mitigate negative economic impacts, ensure the safety of road users and workers, incorporate sustainability practices, and limit disruptions to traffic and the lifespan of the entire transportation system.
- e. The Land Use and Transportation Program has met with and coordinated with the local residents over the last seven months to help plan for and reduce impacts to the community.
- f. The County's goal is to balance the diverse needs of neighborhoods, the business community and traveling public, the regional economy, and the environment.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Land Use and Transportation Program is authorized to close SE 282nd Avenue, a County road, to all vehicular traffic between SE Stone Road, north a distance of 500 feet, as shown on the attached Exhibit A, for periods of time from July 1, 2008 until October 31, 2008.

ADOPTED this 12th day of June, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director
Department of Community Services



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 06-12-08
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-5
Est. Start Time: 10:00 AM
Date Submitted: 06/04/08

Agenda Title: **NOTICE OF INTENT to Apply for a Mt. Hood Cable Regulatory Commission Grant to Animal Services for the New Cable TV Program: "Animal Magnetism"**

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

Date Requested:	<u>June 12, 2008</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>(503) 988-7387</u>	Ext.	<u>25234</u>
Presenter(s):	<u>Mike Oswald</u>		
I/O Address:	<u>324</u>		

General Information

1. What action are you requesting from the Board?

Request approval of a Notice of Intent for a \$6,000 grant from the Mt. Hood Cable Regulatory Commission to fund the purchase of cameras and editing equipment for animal service's new cable program: "Animal Magnetism - Pet TV for Humans."

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

Multnomah County Animal Services is striving to increase public awareness about animal issues and the variety of services we provide our community. An energetic group of MCAS volunteers conceived the idea of producing a cable TV program as a vehicle for building public awareness. We partnered with Metro East Community Media to train our volunteers in running cameras, editing video and the art of producing a program. As a result, we have created a cable TV program: "Animal Magnetism - Pet TV for Humans." The first episode of the monthly program aired in April 2008. We learned about Mt. Hood Cable Regulatory Commission's Community Access Capital Grant Program to assist us with purchasing a much needed field camera and editing equipment. The production crew of the program is made up of MCAS volunteers, with MCAS Volunteer Coordinator Ann Potter serving as producer.

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

This grant will fund the purchase of a video camera and video editing equipment to be used in the filming and production of Animal Magnetism.

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

There are no legal issues.

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

Animal Magnetism was an idea conceived by MCAS volunteers as a way to provide information and education about animal issues to our community. The production crew are all volunteers. The program is produced in partnership with the Metro East Cable Community Media.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The granting organization is the Mt. Hood Cable Regulatory Commission. The Mt. Hood Cable Regulatory Commission negotiates and enforces cable service franchise agreements; manages the public benefit resources and assets derived from the franchises; and advocates on behalf of the public interest on communications policy issues at local, state and federal levels. The MHCRC serves the communities, residents and local governments of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County, Oregon (its member "Jurisdictions").

- **Specify grant (matching, reporting and other) requirements and goals.**

The grant will fund the purchase of one field video camera and editing equipment.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time-only grant.

- **What are the estimated filing timelines?**

The Grant application deadline was March 18, 2008.

- **If a grant, what period does the grant cover?**

One time only grant.

- **When the grant expires, what are funding plans?**

Once we purchase the camera and editing equipment, we will be able to film all future episodes of the program.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

All additional costs beyond the grant will be charged to the Animal Services budget.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**



Date: 06/04/08

Budget Analyst:



Date: 06/04/08



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-6
Est. Start Time: 10:05 AM
Date Submitted: 06/04/08

Agenda Title: Elections Division Overview of May 20 Primary Election

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

Requested Meeting Date: June 12, 2008 Amount of Time Needed: 45 minutes
Department: DCS Division: Elections
Contact(s): Cecilia Johnson
Phone: 988 5880 Ext. 85880 I/O Address: 455/2
Presenter(s): Cecilia Johnson and Tim Scott

General Information

1. What action are you requesting from the Board?

This briefing is in response to the Chair and the Commissioner's request

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Multnomah County recently completed the primary election under the leadership of a newly appointed Elections Director. Due to the recent elections audit, the anticipated high volume of citizens participating in the voter registration change and election process and the implementation of several process improvements, the division is well prepared for the General Election in November.

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

None that is not included in the FY 09 budget

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

N/A

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:

Date: 06/04/08

Outline for board presentation on 6/12/08*

I. Overview of May 20 Primary Election

II. Issues and challenges faced

- A. Customer Service**
- B. Voter Assistance Teams**
- C. Traffic Logistics**
- D. Security and Safety**
- E. Ballot Processing**
- F. Change**

III. Preparing for November

IV. Recognition of staff and partners

V. Questions

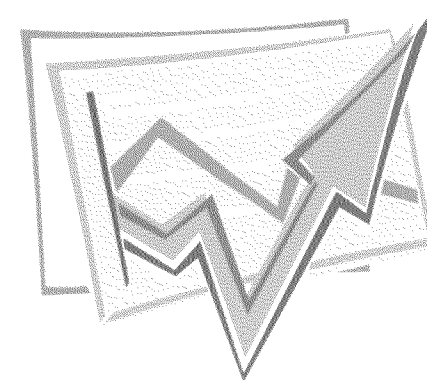
*** A hardcopy of power point informational materials will be provided at the meeting.**

Overview of May 20, 2008 Primary Election



Surge in Registration

- 1500 reg cards/day = Normal Election
- 4500 reg cards/day = 2008 Primary
- 10,500 reg cards/day = Apr 29, 2008 (deadline)





Registered Voters

- 379,439 - Feb 26, 2008
- 401,270 - May 20, 2008
- Increase of 21,831 registered voters
- Increase of 29,652 Democrats due to party changes and newly registered voters

High Turnout

- 235,815 ballots returned = 59% of registered voters
- 95,147 ballots returned on Monday and Tuesday = 41% of total ballots returned



Issues and Challenges

1. Customer Service

A. **Challenge:** Increase throughput and decrease customer wait time

Solution:

- Added front counter computer work stations
- New queuing plan
- Limited people inside



B. **Challenge:** decrease noise levels in the front office

Solution:

- Telephone customer service staff on 2nd floor
- Ballot assembly moved to 2nd floor – “ballot chute” added



Issues and Challenges Cont.

2. Voter Assistance Teams (VAT)

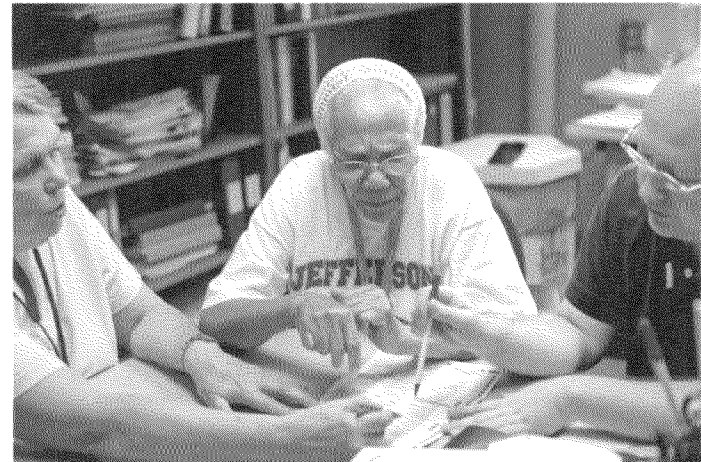
Challenge: Maintain a high level of customer service while reducing overall costs.

Solution:

- Public info targeted to communities
- Response to requests via 2 VATs
- Cross-training

Accessible Computer Station (ACS) and Alternate Format Ballot (AFB)

- Now available for all elections.
- Can be used in office or at remote location
- AFB can be e-mailed to voters



Photos courtesy of The Oregonian, Rob Finch

Issues and Challenges Cont.

3. Traffic Logistics

Challenge: Improve traffic flow around the Elections office while maintaining safety of voters and election workers.

Solution: Build on established and tested traffic plan

- Two drop boxes on 11th and on Belmont
- Orange flags on all 24 hour drop boxes to improve visibility
- Close Morrison Eastbound to encourage use of Belmont drop boxes and decrease traffic turning onto 11th
- Use traffic monitors to maximize traffic flow
- Add official, mobile ballot collection stations on 12th Ave during peak ballot drop off times

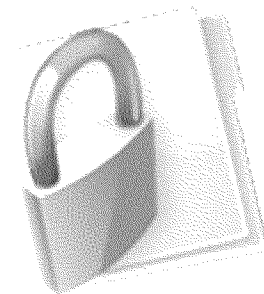


Issues and Challenges Cont.

4. Security and Safety

Challenge: Maintain ballot and personnel security with minimal presence by Sheriff's department.

- **Solution:** Continue the use of the Facilities Security Officers as our first point of contact for anyone entering the building. Established a secondary response plan with the MC Sheriff.



Issues and Challenges Cont.

5. Ballot Processing

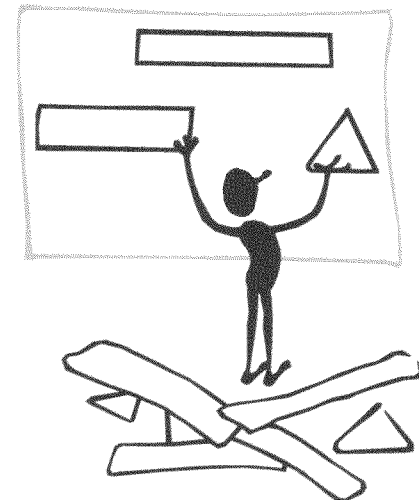
- A. Increased number of collections from libraries and 24 hour drop boxes
- B. Implemented a shift work structure
- C. June 9 – Election certification



Issues and Challenges Cont.

6. Personnel & Process Changes

- Many changes have taken place at MC Elections over the last several months. Major personnel changes and major process changes. You would have never had any idea that so many changes had taken place given how smoothly and quietly this election happened while the whole country was watching.



Preparing for November

- Continue to refine traffic plan
- Use larger 24-hour drop boxes
- VAT
- Front counter – add more computer stations





Thanks to Our Many Partners

- **Parking** around elections building
 - Allan Campf – A&S Marketing, INC.
 - Oregon Electric
 - Keller and Keller law firm
- **Signature Graphics** – Ballot assembly and mailing
- **Tom and Scott Ryder, Ryder Graphics** – Ballot printing and technical support on tabulating equipment
- **City Print Shop** – last minute rush printing orders
- **CENVEO** – Envelope printing
- **Todd Mobley, Lancaster Engineering** – traffic engineering assistance
- **24 hour drop box host sites**
 - Hollywood McDonalds
 - ABoy Electric
 - Goodwill Industries

MC Department Partners

- **Libraries** – Ballot collection
- **Sheriff's Office** – FSO and Sheriff support
- **DCS Roads** – Traffic Control
- **DCS Sign Shop** – Sign creation, set up and removal
- **DCS Bridges** – Assist with drop box placement
- **Public Affairs** – assist with media
- **DCM Facilities** – Replaced our front window, respected security, tweaked our air conditioning when we had 90 degree days in May
- **Distribution** – Stayed late so we could mail ballots
- **Alarms** – opened on off days to print badges for temp workers and adjusted our alarms schedules to accommodate our work hours.



Staff Appreciation

Thank you...

- Elections 13 permanent & 250 temporary staff
- DCS Director's Office staff
- Vicki Ervin Paulk

For your...

- Dedication
- Support
- Commitment to excellence



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/12/08
Agenda Item #: R-7 and R-8
Est. Start Time: 9:40 AM
Date Submitted: 04/02/08

Agenda Title: R-7 Acting as the Governing Body of the DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT, Public Hearing and Consideration of the District's Endorsing a Petition to Annex a Single Parcel of Land to the District Pursuant to ORS 198.857 [Continued from May 15, 2008]
R-8 PUBLIC HEARING and Consideration of an ORDER Approving the Annexation of Territory to Dunthorpe-Riverdale County Service District [Continued from May 15, 2008]

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

Requested Meeting Date: June 12, 2008 Amount of Time Needed: 10 mins
Department: Non-Departmental Division: Chair's Office
Contact(s): Kenneth S. Martin / Assistant County Attorney Matt Ryan
Phone: 503 222-0955 Ext. 83138 I/O Address: 503/500
Presenter(s): Kenneth S. Martin and Assistant County Attorney Matt Ryan

General Information

1. What action are you requesting from the Board?

Service District Governing Body Endorsement and Board of Commissioners Public Hearing and Adoption of Order Approving Annexation of Territory to Dunthorpe-Riverdale County Service District; Subject to Certain Conditions as Provided in Section 2.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

See attached Staff Report, Findings and Reasons for Decision submitted by Ken Martin. In addition the District is requesting the approval of Petitioner's annexation be subject to the Petitioner compliance with the following terms and conditions:

1) Petitioner agrees to cooperate fully with Clackamas County and obtain all required inspections, permits, review, etc., for the sewer line(s) laid from her Iron Mountain Blvd. property to the District

manhole, and pay all fees and charges associated with these tasks to establish a Clackamas County approved right-of-way sewer line;

2. Petitioner agrees to cooperate fully with the City of Portland; comply with the City's code, regulations and rules; obtain all required inspections, permits, reviews etc.; and pay all fees and charges associated with these tasks to have an approved City of Portland private sewer line connection to the District's manhole in Iron Mountain Blvd.

3. Petitioner agrees to pay the District \$5008.00, which includes the District's permit fee, line connection charge and assessments for the period of the connection to the District's system prior to annexation.

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

None.

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

None.

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

Notice of this hearing invites testimony from any interested party. Notice consisted of posting three notices near the territory and one notice in the Multnomah Building lobby twenty days prior to the hearing; publishing notice twice in the Daily Journal of Commerce; and mailed notice sent to affected local governments, all property owners within 100 feet of the area to be annexed.

The Dunthorpe-Riverdale County Service District is a county service district for sewers for which the Multnomah County Board serves as the board of Directors. The Board of the District will endorse the annexation prior to the hearing as it is required to do by statute.

Required Signature

Elected Official or
Department/
Agency Director:



Date: 05/08/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Approving the Annexation of Territory to Dunthorpe-Riverdale County Service District

The Multnomah County Board of Commissioners Finds:

- a. A petition for annexation of real property was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- b. A staff report which addressed factors mandated in the Metro Code and ORS 198 was presented to the Board 15 days prior to the hearing as required by the Metro Code;"
- c. The Board of the District made certain Findings and Conclusions in the attached Exhibit A with respect to annexation of the real property described in the attached Exhibit B.
- d. The annexation was endorsed by the Board of the District as required by ORS 198.857, (1), subject to certain terms and conditions as provided in the District's "Endorsement Memorandum" attached as Exhibit C.
- e. A public hearing was held before the Board of County Commissioners on June 12, 2008 [**Continued from May 15, 2008**] to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

1. On the basis of the Findings and Conclusions listed in Exhibit A, Proposal No. CL-0508 is approved, subject to the Petitioner's compliance with the conditions set forth in the District's Endorsement Memorandum, Exhibit C, and the timeline set forth therein.

2. Provided the Petitioner complies with the District's conditions and the required timeline as set forth in No. 1; the territory described in Exhibit B and depicted on the attached map, is annexed to Dunthorpe-Riverdale County Service District.
3. The staff is directed to file this document with the required parties.

ADOPTED this 12th day of June, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Chair Ted Wheeler

FINDINGS AND REASONS FOR DECISION

Based on the staff report and the public hearing, the Commission found that:

1. The territory to be annexed contains 0.77 acres, one single family dwelling, a population of 1 and is evaluated at \$983,038.
2. The property to be annexed lies within Clackamas County. According to State statute the Board of the County containing the largest proportion of the assessed value of the annexing district shall be the decision maker. The bulk of the assessed value of the Dunthorpe-Riverdale County Service District lies within Multnomah County.
3. The property owner desires sanitary sewer service to replace a failed septic system.
4. Oregon Revised Statute Chapter 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

A second set of criteria can be found in the Metro Code. To approve a boundary change, the reviewing entity [the County Board] must apply the criteria and consider the factors set forth in the Code. To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

5. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).
6. The territory is zoned R-30 which allows single family dwellings on 30,000 square foot lots. Since the lot contains one single family dwelling on 33,540 square feet, it is fully developed under the current zoning.
7. LCDC required each jurisdiction requesting acknowledgement of their plan to include in the plan a written statement "... setting forth the means by which a plan for management of the unincorporated area within the urban growth boundary will be implemented and by which the urban growth boundary may be modified." This takes the form of urban growth management agreements between each city and county.

The territory to be annexed to the Dunthorpe-Riverdale CSD is covered by an Urban Growth Management Agreement between Clackamas County and the City of Lake Oswego. The agreement acknowledges that areas covered by the agreement can and should ultimately be provided with a full range of services by the City of Lake Oswego and that this should be accomplished through annexation to the City. However this territory is not currently contiguous to the City.

8. The City of Lake Oswego has established an Urban Service Boundary which covers this area and identifies it as potential for an R-10 residential use. The City does not oppose annexation to the District since the property is not currently contiguous to the City and the property owner has signed a contract to eventually annex to the City. The City's position is based on [Lake Oswego] Comprehensive Plan Policy 22. The policy states:

22. The City will support expansion of an existing service district's boundaries only if:

- a) It can be shown that it is the only feasible way to provide a particular service. City services, rather than district services shall be provided when they are, or can be, made available and are adequate;*
 - b) The provision of service is consistent with the City's Public Facility Plan and Comprehensive Plan goals and policies;*
 - c) Annexation agreements are recorded for the property receiving service, to the extent permitted by law, that provides for non-remonstrance to annexation; and*
 - d) The service district can maintain an adequate level of service over both the short and long term.*
- a. Oregon Revised Statute 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no ORS 195 agreements between the Dunthorpe-Riverdale County Service District and other entities.
 - b. The Dunthorpe-Riverdale County Service District is a separate governmental entity which has as its board of directors the County Commissioners. The District provides

collector sanitary sewer service in the Dunthorpe-Riverdale portion of the County. Through an agreement with the City of Portland, sewage from the District is treated at the City's Tryon Creek regional sewage treatment plant. While previously staffed and run by County employees, the District is now maintained by the City of Portland through a contract. The existing dwelling is connected to the District's line in Iron Mountain Blvd. via a 2-inch pressure line and pump. This was installed three years ago but the property owner did not complete the required annexation to the District at that time.

- c. The territory receives water service from the Palatine Hill Water District.
- d. The territory is within the Multnomah County Rural Fire Protection District #11 (also known as Dunthorpe-Riverdale RFPD #60). This District provides fire protection services via a contract with the City of Lake Oswego.
- e. Other services are provided generally by Clackamas County.

CONCLUSIONS AND REASONS FOR DECISION

Based on findings, the Board concluded that:

- 1. The Metro Code calls for consistency with expressly applicable provisions of urban service agreements adopted pursuant to ORS 195. The annexing entity (Dunthorpe-Riverdale County Service District) is not a party to an urban service agreement. Therefore no inconsistencies exist.
- 2. The Metro Code requires consistency with expressly applicable provisions of any applicable annexation plan adopted pursuant to ORS 195.205. No city or district annexation plan covers this area. Therefore the boundary change is not inconsistent with any such plan.
- 3. Metro Code 3.09.045 (d) (1) (C) requires the County to find that the boundary change is consistent with any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party. The District is not a party to a cooperative agreement required by ORS 195. Therefore the Board concludes the proposal is consistent with this requirement.
- 4. The Metro Code at 3.09.045 (d) (1) (C) calls for consistency between the Board decision and any "expressly applicable provisions" contained in any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services. The City's Public Facility Plan calls for service to be ultimately provided by the City and the City allows for interim service to be provided by the District.

5. The Metro Code calls for consistency with expressly applicable provisions in any applicable comprehensive land use plans. ORS 198 requires consideration of the applicable comprehensive plan and any service agreements affecting the area. The Board has reviewed the Lake Oswego Comprehensive Plan and specifically Policy 22 and concludes this proposal complies with it. As noted in Finding 8, the Plan allows annexation to the District because the District has service available and the property owner has agreed to eventual annexation to the City.
6. Metro Code 3.09.045 (d) (2) (A) requires consideration of whether the boundary change would "Promote the timely, orderly and economic provision of public facilities and services." The District already provides service to the site and to surrounding areas. The Board therefore concludes that annexation promotes the timely, orderly and economic provision of this service.
7. The Metro Code at 3.09.045 (d) (2) (B) calls for consideration of whether the boundary change will affect the quality and quantity of urban services. Given the size of the District, this one-lot annexation will have little or no impact on the District's ability to provide services.
8. The Board is to consider whether the boundary change would "Eliminate or avoid unnecessary duplication of facilities or services." Annexation legitimizes service provision by the District which is the only entity with sewer lines in the area. Therefore the Board concludes this criterion is met.

EXHIBIT B

LEGAL DESCRIPTION

A tract of land situated in the Northeast one-quarter of Section 3, Township 2 South, Range 1 East, of the Willamette Meridian, County of Clackamas, State of Oregon, more particularly described as follows.

Beginning at an iron pipe set in the Northerly point of a 20.00 foot radius curve in the Southwesterly right-of-way line of Iron Mountain Boulevard, said iron pipe bears South 60° 15' West and is 30.30 feet distant from the most Southerly corner of Lot 2 in Block 132, said point being in the center line of said Iron Mountain Boulevard, all in the subdivision of Dunthorpe; thence Northwesterly along the said Southwesterly line of Iron Mountain Boulevard on a curve to the right having a radius of 1500.00 feet a distance of 222.00 feet to an iron pipe; thence South 57° 08' West 120.00 feet to an iron pipe; thence South 32° 52' East 271.50 feet to an iron pipe set in the Southwesterly line of Glen Road in said Dunthorpe; thence North 44° 03' East 128.00 feet along said Glen Road to an iron pipe set at the beginning of a curve; thence along said curve to the left having a radius of 20.00 feet a distance of 29.94 feet to the point of beginning.

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 30.030. The said property is free from encumbrances except: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS, AND EASEMENTS OF RECORD, IF ANY.

ENDORSEMENT MEMORANDUM

TO: Multnomah County Board of Commissioners

FROM: Dunthorpe-Riverdale Sewer District

RE: Boundary Change Proposal No. CL-0508, Annexation to
Dunthorpe-Riverdale County Service District for Sewers Set For
June 12, 2008 Hearing [**Continued from May 15, 2008**]

The District supports the ultimate annexation of the subject property into the District. However, the District must demand that the Petitioner, Ms. Pinda-Allen, comply with three necessary conditions. The conditions are as follows:

1. Petitioner agrees to cooperate fully with Clackamas County and obtain all required inspections, permits, review, etc., for the sewer line(s) laid from her Iron Mountain Blvd. property to the District manhole, and pay all fees and charges associated with these tasks to establish a Clackamas County approved right-of-way sewer line;
2. Petitioner agrees to cooperate fully with the City of Portland; comply with the City's code, regulations and rules; obtain all required inspections, permits, reviews etc.; and pay all fees and charges associated with these tasks to have an approved City of Portland private sewer line connection to the District's manhole in Iron Mountain Blvd.
3. Petitioner agrees to pay the District \$5008.00, which includes the District's permit fee, line connection charge and assessments for the period of the connection to the District's system prior to annexation.

Conclusion:

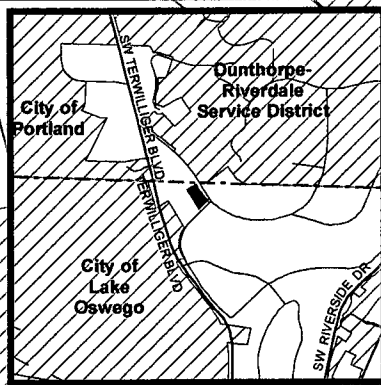
The District endorses the annexation of Petitioner Pinda-Allen's property into the District provided the Petitioner complies with the conditions by June 30, 2008.

Proposal No. CL0508

2s1e03

Annexation to Dunthorpe-Riverdale County Service District

Clackamas Co.



City of
Portland

Dunthorpe-
Riverdale
Service District

SW GREENWOOD RD

SW TERWILLIGER BLVD

SW IRON MOUNTAIN BLVD

Mult. Co.
Clack. Co.

21E03AA00600
Area to be annexed

City
of Lake
Oswego

TERWILLIGER BLVD

SW GLEN RD



Data Resource Center
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742
<http://www.metro-region.org/drc>

- County boundary
- Area to be annexed
- Current sewer district boundaries

Figure 1

1:1,600

Ken Martin Consulting
P.O. Box 29079
Portland, OR 97296-9079
(503) 222-0955

K M C

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 08-088

Approving the Annexation of Territory to Dunthorpe-Riverdale County Service District

The Multnomah County Board of Commissioners Finds:

- a. A petition for annexation of real property was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- b. A staff report which addressed factors mandated in the Metro Code and ORS 198 was presented to the Board 15 days prior to the hearing as required by the Metro Code;"
- c. The Board of the District made certain Findings and Conclusions in the attached Exhibit A with respect to annexation of the real property described in the attached Exhibit B.
- d. The annexation was endorsed by the Board of the District as required by ORS 198.857, (1), subject to certain terms and conditions as provided in the District's "Endorsement Memorandum" attached as Exhibit C.
- e. A public hearing was held before the Board of County Commissioners on June 12, 2008 **[Continued from May 15, 2008]** to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

1. On the basis of the Findings and Conclusions listed in Exhibit A, Proposal No. CL-0508 is approved, subject to the Petitioner's compliance with the conditions set forth in the District's Endorsement Memorandum, Exhibit C, and the timeline set forth therein.

2. Provided the Petitioner complies with the District's conditions and the required timeline as set forth in No. 1; the territory described in Exhibit B and depicted on the attached map, is annexed to Dunthorpe-Riverdale County Service District.
3. The staff is directed to file this document with the required parties.

ADOPTED this 12th day of June, 2008.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Chair Ted Wheeler

FINDINGS AND REASONS FOR DECISION

Based on the staff report and the public hearing, the Commission found that:

1. The territory to be annexed contains 0.77 acres, one single family dwelling, a population of 1 and is evaluated at \$983,038.
2. The property to be annexed lies within Clackamas County. According to State statute the Board of the County containing the largest proportion of the assessed value of the annexing district shall be the decision maker. The bulk of the assessed value of the Dunthorpe-Riverdale County Service District lies within Multnomah County.
3. The property owner desires sanitary sewer service to replace a failed septic system.
4. Oregon Revised Statute Chapter 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

A second set of criteria can be found in the Metro Code. To approve a boundary change, the reviewing entity [the County Board] must apply the criteria and consider the factors set forth in the Code. To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

5. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).
6. The territory is zoned R-30 which allows single family dwellings on 30,000 square foot lots. Since the lot contains one single family dwelling on 33,540 square feet, it is fully developed under the current zoning.
7. LCDC required each jurisdiction requesting acknowledgement of their plan to include in the plan a written statement "... setting forth the means by which a plan for management of the unincorporated area within the urban growth boundary will be implemented and by which the urban growth boundary may be modified." This takes the form of urban growth management agreements between each city and county.

The territory to be annexed to the Dunthorpe-Riverdale CSD is covered by an Urban Growth Management Agreement between Clackamas County and the City of Lake Oswego. The agreement acknowledges that areas covered by the agreement can and should ultimately be provided with a full range of services by the City of Lake Oswego and that this should be accomplished through annexation to the City. However this territory is not currently contiguous to the City.

8. The City of Lake Oswego has established an Urban Service Boundary which covers this area and identifies it as potential for an R-10 residential use. The City does not oppose annexation to the District since the property is not currently contiguous to the City and the property owner has signed a contract to eventually annex to the City. The City's position is based on [Lake Oswego] Comprehensive Plan Policy 22. The policy states:

22. The City will support expansion of an existing service district's boundaries only if:

- a) It can be shown that it is the only feasible way to provide a particular service. City services, rather than district services shall be provided when they are, or can be, made available and are adequate;*
 - b) The provision of service is consistent with the City's Public Facility Plan and Comprehensive Plan goals and policies;*
 - c) Annexation agreements are recorded for the property receiving service, to the extent permitted by law, that provides for non-remonstrance to annexation; and*
 - d) The service district can maintain an adequate level of service over both the short and long term.*
- a. Oregon Revised Statute 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no ORS 195 agreements between the Dunthorpe-Riverdale County Service District and other entities.
 - b. The Dunthorpe-Riverdale County Service District is a separate governmental entity which has as its board of directors the County Commissioners. The District provides

collector sanitary sewer service in the Dunthorpe-Riverdale portion of the County. Through an agreement with the City of Portland, sewage from the District is treated at the City's Tryon Creek regional sewage treatment plant. While previously staffed and run by County employees, the District is now maintained by the City of Portland through a contract. The existing dwelling is connected to the District's line in Iron Mountain Blvd. via a 2-inch pressure line and pump. This was installed three years ago but the property owner did not complete the required annexation to the District at that time.

- c. The territory receives water service from the Palatine Hill Water District.
- d. The territory is within the Multnomah County Rural Fire Protection District #11 (also known as Dunthorpe-Riverdale RFPD #60). This District provides fire protection services via a contract with the City of Lake Oswego.
- e. Other services are provided generally by Clackamas County.

CONCLUSIONS AND REASONS FOR DECISION

Based on findings, the Board concluded that:

- 1. The Metro Code calls for consistency with expressly applicable provisions of urban service agreements adopted pursuant to ORS 195. The annexing entity (Dunthorpe-Riverdale County Service District) is not a party to an urban service agreement. Therefore no inconsistencies exist.
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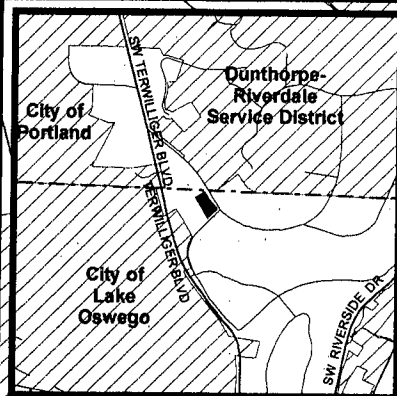
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Proposal No. CL0508

2s1e03

Annexation to Dunthorpe-Riverdale County Service District

Clackamas Co.

City of
PortlandDunthorpe-
Riverdale
Service District

SW GREENWOOD RD

Mult. Co.
Clack. Co.21E03AA00600
Area to be annexedCity
of Lake
Oswego

SW GLEN RD



METRO

Data Resource Center
600 NE Grand Ave
Portland, OR 97232-2736
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- County boundary
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- Current sewer district boundaries

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K M C