

ANNOTATED MINUTES

Thursday, January 31, 2002 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:36 a.m., with Vice-Chair Lonnie Roberts and Commissioners Lisa Naito and Maria Rojo de Steffey present, and Commissioner Serena Cruz excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER NAITO,
SECONDED BY COMMISSIONER ROJO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-4)
WAS UNANIMOUSLY APPROVED.***

SHERIFF'S OFFICE

C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

ORDER 02-012.

C-2 Intergovernmental Revenue Agreement 0210040 with the Port of Portland, Temporarily Providing 3 Full-time Deputy Sheriffs Capable of Performing Bicycle Patrol to the Port of Portland Police Department through June 30, 2002

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES

C-3 Budget Modification 02_MBS_02 Appropriating \$292,000 Federal Weed and Seed Grant Revenue to the Finance Division, Fiscal Agent for the Albina Community Weed and Seed Organization

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-4 Intergovernmental Revenue Agreement 0210231 with the City of Portland Office of Sustainable Development, Providing \$125,000 Funding for the Block By Block Weatherization Program for Fiscal Year 2001/02

REGULAR AGENDA
PUBLIC COMMENT

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

NORMA PAULUS AND JOHN BURNS OF THE OREGON HISTORICAL SOCIETY, COMMENTS REGARDING COUNTY LIBRARY LEVY AND THE SOCIETY'S DESIRE TO CONTINUE ITS FINANCIAL PARTNERSHIP WITH THE COUNTY.

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES

- R-1 Recognition of Dave Warren in Appreciation of His 28 Years of Service to Multnomah County. Presented by Chair Diane Linn and Cecilia Johnson.

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, RECOGNITION AND APPRECIATION OF DAVE WARREN. CHAIR LINN AND CECILIA JOHNSON COMMENTS IN SUPPORT AND PRESENTATION OF PLAQUE. DAVE WARREN RESPONSE. BOARD COMMENTS IN APPRECIATION. MOTION UNANIMOUSLY APPROVED.

- R-2 Budget Modification 02_MBS_03 Allocating \$2,647,619 General Fund Contingency Transfer and \$798,803 from the Public Safety Levy Fund to Provide Cost of Living Adjustments (COLA) and Class/Comp Studies Outlined in Labor Contracts

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-2. MARK CAMPBELL EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and County Zoning Code Chapters to Adopt Troutdale's Zoning Code, Comprehensive Plan and Maps and Community Plans

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF SECOND READING AND ADOPTION. CHAIR LINN EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 973 UNANIMOUSLY ADOPTED.

- R-4 First Reading of an ORDINANCE Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF FIRST READING. PLANNER KIM PEOPLES AND APPRAISER BOB ALCANTARA EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. PEOPLES SUBMITTED WILDLIFE HABITAT CONSERVATION AND MANAGEMENT ORDINANCE ERRATUM OUTLINING PROPOSED AMENDMENTS ADDING "STREAM, RIPARIAN" TO THE ALLOWED USES OF PAGE 3, SECTION 38.220(A)(1) AND (B)(1); AND THE REVIEWED USES OF PAGE 3, SECTION 38.2225(A)(1) AND (B)(9).

CLAIR KLOCK OF CORBETT, TESTIMONY IN SUPPORT OF ORDINANCE. STUART SANDLER OF SAUVIE ISLAND, TESTIMONY IN SUPPORT OF ORDINANCE, ADVISING IT WILL BE A GREAT BOON, WIN-WIN SITUATION FOR FARMERS.

CHAIR LINN COMMENTS IN SUPPORT. AT THE REQUEST OF COUNTY ATTORNEY SANDRA DUFFY, COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF AMENDMENTS ADDING "STREAM, RIPARIAN" TO THE ALLOWED USES OF PAGE 3, SECTION 38.220(A)(1) AND (B)(1); AND THE REVIEWED USES OF PAGE 3, SECTION 38.2225(A)(1) AND (B)(9). AMENDMENT

UNANIMOUSLY APPROVED. COMMISSIONER NAITO COMMENTS IN SUPPORT. FIRST READING UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING THURSDAY, FEBRUARY 7, 2002.

SHERIFF'S OFFICE

- R-5 NOTICE OF INTENT to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and Requesting Approval to Register the County as a Jurisdiction Eligible to Receive Funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-5. BARBARA SIMON EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER ROJO. CHAIR LINN COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-6 First Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 15.813 & 15.999 and Adding §§ 15.335 & 15.820 Relating to Unlawful Bridge Use and Speed Racing, and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF FIRST READING.

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, AMENDMENT REMOVING THE EMERGENCY CLAUSE. IN RESPONSE TO A QUESTION OF COMMISSIONER ROBERTS, COMMISSIONER NAITO EXPLAINED SHE WANTED THE EMERGENCY CLAUSE REMOVED SO THERE WOULD BE TWO READINGS OF THE PROPOSED ORDINANCE. MOTION UNANIMOUSLY APPROVED.

SHERIFF DAN NOELLE INTRODUCED SGT. DAN RADER AND SMOKEY AND SMOKEY AND

SHARON MAINWARING. SHERIFF NOELLE EXPLAINED THAT FIVE PEOPLE HAVE DIED BECAUSE OF STREET RACING ACCIDENTS, MOST RECENTLY ON JANUARY 18, 2002, WHEN THE MAINWARING'S DAUGHTER PATRICIA WAS KILLED. SMOKEY MAINWARING TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE, STATING THAT HE AND HIS WIFE HAD NO KNOWLEDGE OF STREET RACING OR SPECTATOR ACTIVITIES UNTIL THEY RECEIVED THE EARLY MORNING PHONE CALL ABOUT THEIR DAUGHTER. MR. MAINWARING URGED ADOPTION OF THE ORDINANCE FOR THE SAFETY OF CHILDREN AND OTHERS. SHERIFF NOELLE ADVISED THAT THE SHERIFF'S OFFICE IS BEING PROACTIVE WITH THIS PROPOSED ORDINANCE, AND EXPLAINED THEY WILL TOW THE CARS OF SPECTATORS AND THOSE CAUGHT PARTICIPATING IN STREET RACING ACTIVITIES. SGT. DAVE RADER REPORTED ON THOSE HE HAS OBSERVED PARTICIPATING AND WATCHING STREET RACING; AND URGED BOARD SUPPORT AND ADOPTION OF THE PROPOSED ORDINANCE. JIM OUTLAW TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. SALVADOR CONTRERAS TESTIMONY IN SUPPORT OF ORDINANCE AND IN SUPPORT OF SPEED RACING ON SPEEDWAYS OR RACETRACKS. JERRY AUVIL TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE.

COMMISSIONER ROBERTS STATEMENT IN SUPPORT OF STRICTER SANCTIONS FOR STREET RACING AND IN SUPPORT OF SEPARATING THE UNLAWFUL BRIDGE USE PORTION OF THE LEGISLATION FROM THE PROPOSED ORDINANCE. COMMISSIONER ROBERTS ADVISED HE WANTS CLARIFICATION OF THE SPEED RACING SPECTATOR AND IMPOUNDMENT PORTION OF THE LEGISLATION, AND ADVISED HE IS OPPOSED TO INNOCENT BYSTANDERS HAVING THEIR CARS TOWED. COMMISSIONER ROJO ACKNOWLEDGED AND

THANKED THE MAINWARINGS FOR COMING OUT AND SHARING THEIR GRIEF. COMMISSIONER ROJO ADVISED SHE AGREES WITH COMMISSIONER ROBERTS, ADVISING THAT SHE WANTS TOUGHER SANCTIONS AND THAT THE UNLAWFUL BRIDGE USE PORTION OF THE LEGISLATION SHOULD BE REMOVED FROM THE PROPOSED ORDINANCE. COMMISSIONER ROJO SUGGESTED THAT THE UNLAWFUL BRIDGE USE PORTION COULD BE ADDRESSED AT A LATER DATE. COMMISSIONER ROJO SUGGESTED THAT THE SPEED RACING SPECTATOR AND IMPOUNDMENT LEGISLATION OF THE PROPOSED ORDINANCE COME BACK NEXT WEEK FOR SECOND READING AND POSSIBLE EMERGENCY ADOPTION. COMMISSIONER ROBERTS RESPONDED TO A CLARIFICATION QUESTION OF SHERIFF NOELLE. COMMISSIONER NAITO STATED THAT SHE LOOKED AT THE PROPOSED ORDINANCE AS AN ATTORNEY AND AS A MOTHER; THAT FOLKS AIDING AND ABETTING NEED TO BE HELD ACCOUNTABLE; AND THAT WARNINGS OR TICKETS WON'T BE ENOUGH TO GET THE ATTENTION OF YOUTH, BUT TAKING AWAY THEIR CARS WILL. COUNTY ATTORNEY JACQUIE WEBER ADVISED THAT LAW ENFORCEMENT WILL HAVE TO PROVIDE PROOF OF SPEED RACING AND/OR SPECTATING SO THE SANCTION WILL BE DEFENSIBLE IN ANY SUBSEQUENT COURT PROCEEDINGS. CHAIR LINN ADVISED THAT SHE WAS PREPARED TO VOTE FOR THE PROPOSED ORDINANCE AS SUBMITTED BY SHERIFF NOELLE, AND ADOPTION BY EMERGENCY CLAUSE TODAY; THAT SHE SUPPORTS THE PROPOSED LEGISLATION; AND THAT SHE RELIES ON THE EXPERTISE OF THE DEPUTIES WHO ARE OUT THERE EVERY NIGHT, BUT WILL DEFER TO HER COLLEAGUES. SHERIFF NOELLE ADVISED HE IS FRUSTRATED WITH THE DELAY. COUNTY ATTORNEY SANDRA DUFFY EXPLAINED THAT THE BOARD'S ACTION REMOVING THE

EMERGENCY CLAUSE WILL RESULT IN THE ORDINANCE BECOMING EFFECTIVE THIRTY DAYS AFTER BOARD ADOPTION AT A SUBSEQUENT READING. IN RESPONSE TO A QUESTION OF COMMISSIONER NAITO, MS. DUFFY ADVISED THAT THE BOARD COULD ADOPT THE ORDINANCE TO BECOME EFFECTIVE IMMEDIATELY AT IT'S SECOND READING NEXT WEEK IF AN EMERGENCY CLAUSE IS ADDED AND THE VOTE IS UNANIMOUSLY APPROVED. IN RESPONSE TO COMMENTS AND DISCUSSION BY SHERIFF NOELLE, CHAIR LINN AND COMMISSIONER ROBERTS, SGT. RADER PROVIDED AN EXPLANATION ON THE UNLAWFUL BRIDGE USE PORTION OF THE ORDINANCE, EXPLAINING IT IS A SAFETY ISSUE, AND THAT THE STARK STREET BRIDGE DOES NOT HAVE A PEDESTRIAN WALKWAY.

FOLLOWING BOARD DISCUSSION, THE FIRST READING WAS UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING THURSDAY, FEBRUARY 7, 2002. BOARD DIRECTED COUNTY ATTORNEYS TO DRAFT TWO VERSIONS OF THE PROPOSED ORDINANCE FOR CONSIDERATION AND POSSIBLE EMERGENCY ADOPTION AT THE SECOND READING.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-7 Intergovernmental Expenditure Agreement 4600002886 Designating Oregon Health Sciences University as a Primary Provider for Child and Adult Outpatient Mental Health Services

COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-7. JIM MCCONNELL EXPLANATION AND RESPONSE TO QUESTION OF CHAIR LINN REGARDING THE OREGON HEALTH SCIENCES UNIVERSITY NURSES STRIKE, ADVISING THE CONTRACT IS NOT AFFECTED BY THE STRIKE AND THAT THE

***DEPARTMENT IS MONITORING THE SITUATION.
AGREEMENT UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- R-8 Second Reading and Possible Adoption of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF SECOND READING AND ADOPTION. CHAIR LINN EXPLANATION, ADVISING FOLKS HAVE EXPRESSED CONCERN WITH THE PROPOSED DEPARTMENT NAME AND THEREFORE SHE IS RECOMMENDING AN AMENDMENT CHANGING IT TO THE DEPARTMENT OF COUNTY HUMAN SERVICES. COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF AMENDMENT CHANGING NAME TO THE DEPARTMENT OF COUNTY HUMAN SERVICES. MOTION UNANIMOUSLY APPROVED. JAN CAMPBELL, CHAIR OF THE DISABILITY SERVICES ADVISORY COMMITTEE, TESTIMONY IN SUPPORT OF ACCESS TO SERVICES FOR ADVOCATES AND OTHERS. ORDINANCE 974 UNANIMOUSLY ADOPTED, AS AMENDED.

- R-9 Second Reading and Possible Adoption of an ORDINANCE Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF SECOND READING AND ADOPTION. JOHN RAKOWITZ AND LOLENZO POE AVAILABLE FOR EXPLANATION. NO ONE

**WISHED TO TESTIFY. ORDINANCE 975
UNANIMOUSLY ADOPTED.**

- R-10 RESOLUTION Consenting to Chair Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships

**COMMISSIONER ROJO MOVED AND
COMMISSIONER NAITO SECONDED, APPROVAL
OF R-10. CHAIR LINN EXPLANATION AND
COMMENTS IN SUPPORT AND APPRECIATION
FOR LOLENZO POE. LOLENZO POE COMMENTS
IN RESPONSE. RESOLUTION 02-013
UNANIMOUSLY ADOPTED.**

- R-11 RESOLUTION Establishing Fees and Charges for Chapter 23, Human Services, of the Multnomah County Code and Repealing Resolution No. 98-89

**COMMISSIONER NAITO MOVED AND
COMMISSIONER ROJO SECONDED, APPROVAL
OF R-11. SANDRA DUFFY EXPLANATION AND
REQUEST FOR AMENDMENT. UPON MOTION
OF COMMISSIONER ROJO, SECONDED BY
COMMISSIONER NAITO, AMENDMENT
CHANGING CHAPTER NAME TO THE
DEPARTMENT OF COUNTY HUMAN SERVICES
WAS UNANIMOUSLY APPROVED. RESOLUTION
02-014 UNANIMOUSLY ADOPTED, AS AMENDED.**

- R-12 RESOLUTION Establishing Fees and Charges for Chapter 7, Management and Business Services, of the Multnomah County Code and Repealing Resolutions 00-192 and 00-197

**COMMISSIONER NAITO MOVED AND
COMMISSIONER ROJO SECONDED, APPROVAL
OF R-12. CHAIR LINN EXPLANATION.
RESOLUTION 02-015 UNANIMOUSLY ADOPTED.**

- R-13 Board Approval of a MOTION to Direct the County Attorney to Prepare a Resolution to Send a "Local Option" Library Levy to the May 21, 2002 Ballot, Containing the Library Ballot Title and Explanatory Statement. [The Levy will be for 75.5 cents per \$1000 Assessed Valuation. The Board Intends to Adopt the Resolution at its February 14, 2002 Meeting.]

COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF MOTION TO DIRECT THE COUNTY ATTORNEY TO PREPARE A RESOLUTION TO SEND A "LOCAL OPTION" LIBRARY LEVY TO THE MAY 21, 2002 BALLOT, CONTAINING THE LIBRARY BALLOT TITLE AND EXPLANATORY STATEMENT. EXPLANATION, ADVISING THE RESOLUTION WILL BE CONSIDERED AT THE BOARD MEETING SCHEDULED THURSDAY, FEBRUARY 14, 2002. CHAIR LINN EXPLANATION AND COMMENTS IN SUPPORT. MOTION UNANIMOUSLY APPROVED.

There being no further business, the regular meeting was adjourned at 11:25 a.m. and the briefing was convened at 11:31 a.m.

Thursday, January 31, 2002 - 11:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

B-1 Legislative Briefing, Discussion and Update on Governor's Budget Rebalance Proposal. Presented by Gina Mattioda and Stephanie Soden.

GINA MATTIODA AND STEPHANIE SODEN PRESENTATIONS AND RESPONSE TO BOARD DISCUSSION ON ISSUES INCLUDING FEBRUARY 1, 2002 E-BOARD MEETING; BUDGET ADJUSTMENT PLAN; POSITIONS OF EAST COUNTY LEGISLATORS; LPSCC LETTER TO LEGISLATORS IN SUPPORT OF HEALTH CARE ACCESS FOR THOSE COMING OUT OF INCARCERATION AND WITH MENTAL ILLNESS.

There being no further business, the meeting was adjourned at 11:52 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey,
Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

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

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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



Streaming Media!

<http://www.co.multnomah.or.us/cc/board.html>

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or Multnomah County TDD Phone (503) 988-5040, for information on available services and accessibility.

JANUARY 31, 2002

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:50 a.m. Ordinance amending MCC to adopt the Wildlife Habitat Conservation and Management Plan
Pg 3	10:05 a.m. Unlawful Bridge Use and Speed Racing Ordinance
Pg 3	10:20 a.m. Departmental Reorganization Ordinances and Fee Resolutions
Pg 4	10:30 a.m. Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships
Pg 4	10:50 a.m. Motion Directing Attorney to Prepare Resolution to Send a Local Option" Library Levy to the May 21, 2002 Ballot
Pg 4	11:00 a.m. Legislative Briefing

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

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

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

Thursday, January 31, 2002 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **SHERIFF'S OFFICE**

- C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal
- C-2 Intergovernmental Revenue Agreement 0210040 with the Port of Portland, Temporarily Providing 3 Full-time Deputy Sheriffs Capable of Performing Bicycle Patrol to the Port of Portland Police Department through June 30, 2002

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES

- C-3 Budget Modification 02_MBS_02 Appropriating \$292,000 Federal Weed and Seed Grant Revenue to the Finance Division, Fiscal Agent for the Albina Community Weed and Seed Organization

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 Intergovernmental Revenue Agreement 0210231 with the City of Portland Office of Sustainable Development, Providing \$125,000 Funding for the Block By Block Weatherization Program for Fiscal Year 2001/02

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

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

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES - 9:30 AM

- R-1 Recognition of Dave Warren in Appreciation of His 28 Years of Service to Multnomah County. Presented by Chair Diane Linn and Cecilia Johnson. 15 MINUTES REQUESTED.

- R-2 Budget Modification 02_MBS_03 Allocating \$2,647,619 General Fund Contingency Transfer and \$798,803 from the Public Safety Levy Fund to Provide Cost of Living Adjustments (COLA) and Class/Comp Studies Outlined in Labor Contracts
- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and County Zoning Code Chapters to Adopt Troutdale's Zoning Code, Comprehensive Plan and Maps and Community Plans
- R-4 First Reading of an ORDINANCE Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

SHERIFF'S OFFICE - 10:00 AM

- R-5 NOTICE OF INTENT to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and Requesting Approval to Register the County as a Jurisdiction Eligible to Receive Funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact
- R-6 First Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 15.813 & 15.999 and Adding §§ 15.335 & 15.820 Relating to Unlawful Bridge Use and Speed Racing, and Declaring an Emergency

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 10:15 AM

- R-7 Intergovernmental Expenditure Agreement 4600002886 Designating Oregon Health Sciences University as a Primary Provider for Child and Adult Outpatient Mental Health Services

NON-DEPARTMENTAL - 10:20 AM

- R-8 Second Reading and Possible Adoption of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

- R-9 Second Reading and Possible Adoption of an ORDINANCE Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an Emergency
- R-10 RESOLUTION Consenting to Chair Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships
- R-11 RESOLUTION Establishing Fees and Charges for Chapter 23, Human Services, of the Multnomah County Code and Repealing Resolution No. 98-89
- R-12 RESOLUTION Establishing Fees and Charges for Chapter 7, Management and Business Services, of the Multnomah County Code and Repealing Resolutions 00-192 and 00-197
- R-13 Board Approval of a MOTION to Direct the County Attorney to Prepare a Resolution to Send a "Local Option" Library Levy to the May 21, 2002 Ballot, Containing the Library Ballot Title and Explanatory Statement. [The Levy will be for 75.5 cents per \$1000 Assessed Valuation. The Board Intends to Adopt the Resolution at its February 14, 2002 Meeting.]
-

Thursday, January 31, 2002 - 11:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING, IF NEEDED

- B-1 Legislative Briefing, Discussion and Update on Governor's Budget Rebalance Proposal. Presented by Gina Mattioda and Stephanie Soden. 15-30 MINUTES REQUESTED.



COMMISSIONER SERENA CRUZ, DISTRICT 2
MULTNOMAH COUNTY OREGON

501 SE Hawthorne Blvd, Suite 600
Portland, Oregon 97214
(503) 988-5219 phone
(503) 988-5440 fax
e-mail: serena@co.multnomah.or.us
www.co.multnomah.or.us/cc/ds2/

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Beckie Lee
Staff to Commissioner Serena Cruz

DATE: 1/16/02

RE: Board Meeting Absence

Commissioner Cruz will not be able to attend the Board meeting on Thursday, January 31st as she will be attending a conference out of town.

Commissioner Cruz will also need to leave the Board Briefing on Tuesday, February 19th at 11:30am.



MEETING DATE: January 31, 2002
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Found Unclaimed Property / Authorization of Transfer for Sale or Disposal 02-1

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: MCSO DIVISION: MCSO Executive Office
CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503/3

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

02/04/02 copies to BARBARA Simon

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sheriff Dan Noelle

(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Dan Noelle
Sheriff

MULTNOMAH COUNTY

Sheriff's Office

12240 NE Glisan
Portland, OR 97230
(503) 255-3600 phone
(503) 251-2484 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: DEBORAH BOGSTAD
Clerk of the Board

FROM: DAN NOELLE
Sheriff

DATE: January 8, 2002

SUBJECT: FOUND/UNCLAIMED PROPERTY – LIST 02-1

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance.

Attachment



Dan Noelle
Sheriff

MULTNOMAH COUNTY Sheriff's Office

12240 NE Glisan
Portland, OR 97230
(503) 255-3600 phone
(503) 251-2484 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: SHERIFF DAN NOELLE

FROM: LIEUTENANT GARR NIELSEN, SERT *GN*

DATE: DECEMBER 11, 2001

SUBJECT: TRANSFER OF A FIREARM FROM PROPERTY CONTROL
TO SERT

The District Attorneys Office has completed the below cases and has released these item for destruction. SERT is requesting that the firearms be transferred from Property Control to SERT in accordance with Multnomah County Code 7.70. The firearms will be utilized by SERT members only.

Case # 97-3674
Make: Glock
Model: 21, .45 Cal.
Ser. # AEX 027

Case # 01-405428
Make: Berretta
Model: 92 FS
Ser. # BER 191032

Case # 00-403989
Make: Berretta
Model: 92 FS
Ser. # L18952Z

Case # 98-407436
Make: Mossberg
Model: 12 gauge, 500A
Ser. # K045015

Case # 99-403415
Make: Mossberg
Model: 12 gauge, 500A
Ser. # P169115

Case # 00-404791
Make: Mossberg
Model: 12 gauge, 500A
Ser. # P656048

Case # 00-401829
Make: Eagle Arms
Model: AR-15
Ser. # 7861
(Needed for Parts)

AUTHORIZATION GRANTED

DAN NOELLE
SHERIFF



Dan Noelle
Sheriff

MULTNOMAH COUNTY Sheriff's Office

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

(503) 988-4300 phone

(503) 988-4500 TTY

(503) 988-4320 Fax

www.sheriff-mcso.org

MEMORANDUM

TO: SHERIFF DAN NOELLE

FROM: SERGEANT GARR NIELSEN, Child Abuse Team/SERT

DATE: FEBRUARY 7, 2001

SUBJECT: TRANSFER OF FIREARMS FROM PROPERTY CONTROL TO SERT

The District Attorneys Office has completed the below cases and has released these firearms for destruction. SERT is requesting that both firearms be transferred from Property Control to SERT in accordance with Multnomah County Ordinance 24. The firearms will be assigned to SERT members only.

Case # 00-404615
Sig Sauer
Model -P229, .40 Cal.
Ser. # AD36217

AUTHORIZATION GRANTED

A handwritten signature in black ink, appearing to read "Dan Noelle", written over a horizontal line.

DAN NOELLE
SHERIFF

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Acknowledgement of Found Unclaimed Property and Authorization of Transfer
for Sale or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 02-1, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 02-1 that cannot be utilized by the Sheriff's Office.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 02-1, to the Department of Management and Business Services. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them, or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

ADOPTED this day of January, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

Jacqueline A. Weber, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 02-012

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 02-1, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 02-1 that cannot be utilized by the Sheriff's Office.


The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 02-1, to the Department of Management and Business Services. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

ADOPTED this 31st day of January, 2002.



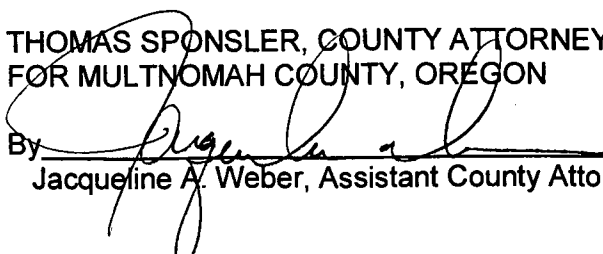
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Attorney

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
1	00-406417	Winchester 30.30 rifle, model 94, #1855047	Destroy
2	01-402267	Crossman pellet rifle	Destroy
3	96-181	Ranger .22 rifle, model 103.8, no serial number	Destroy
4	00-406367	Davis .380 handgun, P-380, #AP426893	Destroy
5	01-401961	Stevens 12 gauge shotgun, model 67, #E482459	Destroy
6	01-402489	Japanese type rifle, #54	Destroy
7	99-400967	Marlin .22 rifle, model 882, #10685934	Destroy
8	00-401829	Universal .30-caliber/M-1 rifle, #SS2207	Destroy
9	00-401829	Eagle arms 5.56 caliber/EA-15 rifle, #7861	MCSO Use
10	00-401829	Ruger .44 mag revolver, model super Blackhawk, #85-55351	Destroy
11	Void	Void	Void
12	98-406448	Ruger .44 caliber Redhawk revolver, #501-44625	Destroy
13	98-406448	Winchester 7mm rifle, model 70, #G1013614	Destroy
14	98-406448	Gardone shotgun, #64724	Destroy
15	98-407208	Marlin .22 pump rifle, no serial number	Destroy
16	98-407208	Remington 30.06 rifle, model 742, #259010	Destroy
17	98-407208	Wards .22 rifle, unknown brand, no serial number	Destroy
18	98-407208	Stevens 20 gauge shotgun, model 67, #E465470	Destroy
19	98-407208	Crossman pellet gun, #380054230	Destroy
20	98-407436	Interarms .22 rifle, 62SA, #G316450	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
21	98-407436	Mossberg 12 gauge shotgun, 500A, #K045015	MCSO Use
22	98-407436	Premier .22 rifle, #31989	Destroy
23	98-407436	Paroner 20 gauge shotgun, #NG405900	Destroy
24	98-407436	Springfield 1898 rifle, #212444	Destroy
25	98-407436	Winchester .32 rifle, #416560	Destroy
26	98-407488	Marlin 30.30 rifle, #06014554	Destroy
27	98-407488	Mauser rifle, #B96240	Destroy
28	98-407488	Japanese made rifle, #83901	Destroy
29	98-407488	Remington .22 rifle, model 512, #CD5??	Destroy
30	98-407488	Springfield .410 shotgun, #C220166	Destroy
31	98-407488	New Haven .410 shotgun, #K889968	Destroy
32	98-407488	Remington .22 rifle, model 572, #EH?	Destroy
33	98-407488	Ruger .22 revolver, #6036993	Destroy
34	98-407488	Continental .22 rifle, model 30, no serial number	Destroy
35	98-407488	Ithaca 12 gauge shotgun, sawed off, #371534713	Destroy
36	83-24037	S&W .38 revolver, model 10-6, #D411980	Destroy
37	87-536	S&W .357 revolver, model 66-1, #69K9597	Destroy
38	91-9364	Dan Wesson .357 revolver, #108311	Destroy
39	95-5556	S&W 9mm handgun, model 39-2, #A320956	Destroy
40	95-6877	Tauruse 9mm handgun, #TMK23617D	Destroy
41	96-3572	Charter Arms .38 revolver, #1022411	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
42	99-400016	Jennings .22 handgun, J-22, #620109	Destroy
43	87-11624	Jennings .22 handgun, J-22, #086556	Destroy
44	91-10789	Crossman air pistol, model 177	Destroy
45	94-1863	Marksman BB gun, repeater, #77076263	Destroy
46	96-3271	Daisy BB pistol, #03038	Destroy
47	96-6390	Davis .22 Derringer, #318699	Destroy
48	97-1087	Walter .380 handgun, #115964A	Destroy
49	98-403313	Davis .380 Handgun, P-380, #AP008791	Destroy
50	98-404872	Marksman BB Pistol, #97176923	Destroy
51	00-406517	Crossman air gun, 1008 repeater, silver	Destroy
52	00-406517	Gamo air gun, #04-4C-055139-99, black	Destroy
53	00-407131	Marksman pellet gun, repeater, #94251671	Destroy
54	97-4945	Jennings/Bryco 59, 9mm handgun, #879108	Destroy
55	97-4945	Imez/Makarov 9mm handgun, #J051131	Destroy
56	98-402523	Beretta .22 pistol, #BES94767U	Destroy
57	98-402523	Remington .22 rifle, model 572, #A1403516	Destroy
58	98-407136	S&W .38 revolver, #155409	Destroy
59	99-400936	Taurus .40 handgun, PT100AF, #SNH07976	Destroy
60	99-401434	North American Arms .22 revolver, #G48629	Destroy
61	98-401430	Colt Delta Elite 10mm handgun, #DE22321	Destroy
62	97-3104	Daisy pellet gun, #039500229	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
63	97-7271	Colt .357 revolver, MKIII, #36315L	Destroy
64	95-5495	Hopkins-Allen Arms .32 revolver, #5010	Destroy
65	96-900	Colt .38 revolver, DA38, #237702	Destroy
66	96-7037	Colt .25 pistol, #407670	Destroy
67	96-7037	Colt .45 handgun, M1991A1, #2711830	Destroy
68	97-782	Sturm Ruger 9mm handgun, MKII, #302-9327	Destroy
69	99-401219	Titan .25 handgun, #05836	Destroy
70	99-405983	Colt .45 handgun, 1911, #70BS60348	Destroy
71	99-405983	Colt .380 handgun, #28508	Destroy
72	00-403989	Lorcin 9mm handgun, #L107936	Destroy
73	00-403989	Beretta 9mm pistol, 92FS, #L18952Z	MCSO Use
74	96-5547	Crossman pellet gun, #943086	Destroy
75	96-6325	Bauska 9mm handgun, model 75, #103002	Destroy
76	98-407357	Jennings 9mm handgun, model 58, #910276	Destroy
77	98-407484	Amt .380 pistol, #D6842	Destroy
78	00-405008	Taurus .22 pistol, PT22, #APK88608	Destroy
79	00-405008	S&W .22 pistol, 22A, #4AR8044	Destroy
80	00-405008	Tear gas/Pen gun, 4 1/2 " long	Destroy
81	97-3421	Taurus .357 revolver, #NF968418	Destroy
82	97-3421	Ruger .357 revolver, #571-83629	Destroy
83	98-403709	Lorcin .380 handgun, #223269	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
84	98-403709	Hi-Point 9mm handgun, #P094111	Destroy
85	98-405899	Jennings 9mm handgun, Bryco 58, #997182	Destroy
86	98-405441	S&W .38 revolver, #96K1198	Destroy
87	98-404673	Intrac Arms 7.62 handgun, #JM06842	Destroy
88	96-159	Sturm-Ruger .44 Mag revolver, #86-71498	Destroy
89	98-405020	Witness-P.45 handgun, #AE80855CAT10399	Destroy
90	98-405020	Ruger MK-II .22 handgun, serial number scratched off	Destroy
91	97-3020	Lorcin .380 handgun, #298084	Destroy
92	98-403286	S&W .38 revolver model 36, #J289657	Destroy
93	97-5553	Raven Arms .25 pistol, #865073	Destroy
94	98-406485	Charter Arms .38 revolver, #93386	Destroy
95	99-401007	Excam .25 pistol, model GT27, no serial number	Destroy
96	99-401405	Davis .380 handgun, P-380, #AP367580	Destroy
97	97-6311	Crossman pellet pistol, model 1008	Destroy
98	01-403567	Hi-Point 9mm rifle, model 995, #B02331	Destroy
99	Void	Void	Void
100	96-6455	Remington rifle, model 788, #22-250	Destroy
101	97-5732	Marlin .22 rifle, model 60, #11190425	Destroy
102	98-402014	J.C. Higgins .22 rifle, no serial number	Destroy
103	98-402312	J.C. Higgins .22 rifle, model 10116, no serial number	Destroy
104	98-402312	Springfield .22 rifle, no serial number	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
105	98-402312	Interarms .357 revolver, #F144831	Destroy
106	98-402312	Ruger .44 Hawk mag., #83-94415	Destroy
107	98-402312	Ruger 9mm handgun, model 89, #305-50800	Destroy
108	98-404365	Marlin .22 rifle, #21516133	Destroy
109	98-405360	Ruger 10/20 rifle, #237-98977	Destroy
110	98-405360	Maverick 12 gauge shotgun, model 88, #MV558350	Destroy
111	98-405360	Colt .380 pistol, #PL46571	Destroy
112	98-405674	Winchester 30.30 rifle, model 94, no serial number	Destroy
113	Void	Void	Void
114	99-403821	Cummins pump air rifle, no serial number	Destroy
115	99-403821	Ruger .22 pistol, serial #222-04146	Destroy
116	99-403821	Ruger .22 pistol, #12-23523	Destroy
117	99-403453	Raven Arms .22 pistol, #909027	Destroy
118	99-403318	Cobray .45 pistol/shotgun, #50869	Destroy
119	99-403318	Cobray .45 pistol, #53331	Destroy
120	99-404051	S&W .32 revolver, #K103974	Destroy
121	94-4886	Sig Sauer .45 handgun, model P220, #G174913	MCSO use
122	98-406216	Marlin 30.30 rifle, #72122734	Destroy
123	90-11269	Winchester 12 gauge shotgun, #L1870696	Destroy
124	90-11269	U.S. Springfield breech load rifle, #449317	Destroy
125	97-5811	Powerline BB rifle, no serial number	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
126	97-5811	Black Bear bow with arrows	Destroy
127	97-5228	Unknown brand sawed off assault rifle, 7.62, #KA1455	Destroy
128	96-1108	S&W 9mm handgun, model 915, #VED1299	Destroy
129	96-1108	S&W .40 handgun, model 4006, #VCB3232	Destroy
130	98-404656	Noble 12 gauge shotgun, model 60A, no serial number	Destroy
131	99-401508	Jennings .22 pistol, J-22, #543881	Destroy
132	99-401508	Lorcin .25 pistol, #297478	Destroy
133	99-403032	Jennings .22 pistol, #369339	Destroy
134	00-405858	AMT .45 handgun, #DA9161	Destroy
135	00-400157	HiPoint 9mm handgun model C, #039992	Destroy
136	00-400157	Metal Silencer, 1 foot long	Destroy
137	00-400157	Intratec 9mm Luger pistol with silencer, #129563	Destroy
138	97-748	Interarms .38 revolver, #D718193	Destroy
139	01-404422	Winchester .22 rifle, #7148	Destroy
140	01-404422	Premier .22 rifle, #6878K	Destroy
141	01-404422	Stevens .22 rifle, no serial number	Destroy
142	01-404422	Rochester air rifle, no serial number	Destroy
143	01-404422	Redfield rifle, no serial number	Destroy
144	01-404422	Benjamin .22 handgun, #B14018	Destroy
145	01-404422	Hallport & Sons black powder shotgun, no serial number	Destroy
146	01-404422	Daisy BB gun, No. 25	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
147	99-403084	Noble 12 gauge shotgun, no stock, no serial number	Destroy
148	99-403084	Bryco .380 handgun, model 48, #045346	Destroy
149	99-403084	Mini cross bow, pistol grip type, black	Destroy
150	00-407005	R.G. .22 revolver, model 14, #25230	Destroy
151	99-404123	Crossman pellet pistol, model 1008 repeater	Destroy
152	99-401808	Ruger .22 rifle #217-79856	Destroy
153	99-401808	Lorcin .380 handgun, model L380, serial number scratched off	Destroy
154	99-400356	Ruger .22 rifle, model 10, #125-36754	Destroy
155	99-404869	Star .40 handgun, #2036607	Destroy
156	99-404264	Kimber/Daewoo 9mm handgun, #BB000797	Destroy
157	99-400795	H&R .410 shotgun, model 88, #295687	Destroy
158	99-400194	Forehand .32 revolver, #P42975	Destroy
159	99-401563	Marlin rifle barrel .22, model 154, #14676493	Destroy
160	99-403415	Interarms-Rossi .357 handgun, #F224137	Destroy
161	99-403415	Intratec 9mm handgun, #026360	Destroy
162	99-403415	H&R 12 gauge shotgun/sawed off, #BB484842	Destroy
163	99-403415	Browning .40 handgun, #ZW5NV62984	Destroy
164	99-403415	Llama .45 handgun, #07-0402721-97	Destroy
165	99-403415	Remington 700 rifle, #46477, with scope	Destroy
166	99-403415	Remington 7mm rifle, #381332	Destroy
167	99-403415	Daisy BB rifle, model 1894	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
168	99-403415	Marlin .22 rifle, #24211463	Destroy
169	99-403415	Barnett crossbow	Destroy
170	99-403415	Jennings .380 handgun, #1182124	Destroy
171	99-403415	Modelgun Corp M-16 rifle, 7.30 caliber	Destroy
172	99-403415	Mossberg 12 gauge shotgun, model 500A, #P169115	MCSO Use
173	01-405428	Berretta 9mm handgun, #BER191032	MCSO Use
174	84-12943	Iver Johnson .32 revolver, #45318	Destroy
175	99-400513	Makarov 9mm handgun, #AQ18813	Destroy
176	97-3674	Derringer .38 handgun, no serial number	Destroy
177	97-3674	Davis .22 handgun, #305111	Destroy
178	97-3674	Ruger .22 rifle, #118-14448	Destroy
179	97-3674	Glock 21 .45 handgun, #AEX027	MCSO use
180	97-3674	Derringer .38 handgun, #022758	Destroy
181	97-3674	Taurus .38 revolver, #KG47073	Destroy
182	97-3674	S&W .357 revolver, #D795306	Destroy
183	97-3674	Luger Tec 9mm handgun, #21569	Destroy
184	97-3674	Cobra .38 revolver, #B84906	Destroy
185	01-401218	Intra/Ruger 9mm rifle, #071219	Destroy
186	01-401218	Interarms .22 rifle, #G451737	Destroy
187	01-401218	Coast to Coast Master Mag. 12 gauge shotgun, serial number scratched off	Destroy
188	01-401218	S&W .22 revolver, #K789039	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
189	01-401218	S&W .40 handgun, Serial number altered	Destroy
190	99-402442	Crossman pellet gun, model 357	Destroy
191	01-406054	Remington 30.06 rifle, model 740, #55715	Destroy
192	01-406054	Remington .22 rifle, sportmaster, no serial number	Destroy
193	01-406054	S&W .357 revolver, #4K59129, model 66	Destroy
194	01-406054	Colt .38 revolver, #0049RD	Destroy
195	01-406054	Budischowsky .25 handgun, model TP-70, #1079	Destroy
196	99-400729	Davis .380 pistol, #AP424857	Destroy
197	99-405589	Raven .25 handgun, #976500	Destroy
198	00-404791	Mossberg 12 gauge shotgun, model 500A, #P656048	MCSO Use
199	00-404791	Marlin .22 rifle, model 60, #06273960	Destroy
200	00-404791	Marlin .22 rifle, model 70MC, #02169912	Destroy
201	00-404791	Intratec 9mm rifle, #D123500	Destroy
202	97-6119	Astra .40 handgun, model A75, #9091A	Destroy
203	01-406312	(13) BB-pellet guns	Destroy
204	01-406312	BB rifle, daisy	Destroy
205	99-405770	S&W .32 revolver, #185947	Destroy
206	99-406455	Black starter pistol	Destroy
207	01-404438	Charter Arms .22 Explorer rifle, #A37608	Destroy
208	99-406823	Ruger .22 rifle, model 10/22, #247-18551	Destroy
209	99-406717	Crossman air rifle, model 760, #694100672	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
210	01-405520	Interstate Arms, 7.62X39 rifle, #10239150	Destroy
211	01-405520	Mossberg 12 gauge shotgun, model 500A, no serial number	Destroy
212	99-405693	Hi-Standard .22 derringer, #D87666	Destroy
213	73-2129	Savage Arms .308 rifle, #A493021, with scope	Destroy
214	99-405835	Bow Bear, #212283	Destroy
215	99-406922	Crossman BB pistol, 1008, no serial number	Destroy
216	99-406922	Crossman BB rifle, 7060, #798105627	Destroy
217	00-407762	S&W 9mm handgun, model 908, #VKR2333	Destroy
218	Void	Void	Void
219	00-407762	Colt .45 handgun, model 80, #SF32529	Destroy
220	99-404804	Fleetwood bow with three arrows	Destroy
221	99-404804	Crossman 760 air rifle	Destroy
222	87-2829	Winchester, 30.30 rifle, #4493505	Destroy
223	01-1635	Charter Arms .38 revolver, #868576	Destroy
224	01-1635	H&R .22 revolver, #N66198	Destroy
225	99-408081	12 metal blow darts	Destroy
226	99-408081	Daisy BB rifle	Destroy
227	99-408183	S&W .44 revolver, model 29-6, #BRN3966	Destroy
228	99-404409	Crossman air pistol, model 1008	Destroy
229	01-403197	Marlin .22 rifle, #23487157	Destroy
230	99-407771	Smith & Wesson .357 revolver, #AHD7230	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 02-1

231	99-407771	Ruger 9mm handgun #302-93934	Destroy
232	99-407771	Raven Arms .25 handgun, #1866846	Destroy
233	99-407771	Lorcin .22 handgun, #093892	Destroy
234	99-407771	Winchester .22 rifle, #142097	Destroy
235	99-407771	Marlin/Glenfield .22 rifle, #20632319	Destroy
236	99-407771	Winchester 300 rifle, #437661	Destroy
237	99-407771	Steyr M .95 rifle, #CS.5191	Destroy
238	99-407771	Marlin .22 rifle, no serial number	Destroy
239	99-407771	Winchester 30.30 rifle, #4112315	Destroy
240	99-407771	Ithaca 12 gauge shotgun, #371421105	Destroy
241	99-407771	Remington 12 gauge shotgun, #238436	Destroy
242	99-407771	Mossberg 30.30 rifle, #734089	Destroy
243	99-407673	Smith & Wesson .40 handgun, #PAW5508	Destroy
244	01-408592	Westernfield 12 gauge shotgun, #1060181	Destroy

MEETING DATE: January 31, 2002
AGENDA NO: C-2
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Revenue contract with Port of Portland, Providing 3 MCSO Deputies

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff DIVISION: Enforcement

CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503 / 350 / Simon

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 0210040 with the Port of Portland, Temporarily Providing 3 Full-time Deputy Sheriffs Capable of Performing Bicycle Patrol to the Port of Portland Police Department through June 30, 2002

02/04/02 ORIGINALS to DAVID BRAAKSMA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sheriff Dan Noelle

(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: January 21, 2002
Requested Placement Date: January 31, 2002

I. Recommendation/Action Requested

Approval of Intergovernmental Agreement with Port of Portland to temporarily provide three deputy sheriffs to the Port of Portland Police Department .

II. Background Analysis

This is a new IGA between the MCSO and the Port. The MCSO will provide three full time deputy sheriffs capable of performing bicycle patrol to the Port of Portland Police.

III. Financial Impact

The IGA runs from January 10, 2002 through June 30, 2002. The Port will pay the County actual cost for each deputy's yearly salary, plus benefits. In addition, to reimbursing the County for its actual salary costs, the Port will pay the County an 8.91% administrative fee on the total amount of the monthly invoice. Total amount of this agreement is \$138,011.

IV. Legal Issues

This IGA has been reviewed by the County Attorney's Office

V. Controversial Issues

None

VI. Link to Current County Policies

Good Government
Public Safety

VII. Citizen Participation

None

VIII. Other Government Participation

Port of Portland

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0210040
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>01-31-02</u> DEB BOGSTAD, BOARD CLERK

Department: Sheriff Division: Enforcement Date: 01/07/02
 Originator: Captain Lee Graham Phone: 503-251-2407 Bldg/Rm: 313/Graham
 Contact: Dave Braaksma Phone: 988-4415 Bldg/Rm: 503/350

Description of Contract: Provide three deputies to work patrol for the Port of Portland

RENEWAL: ☐ PREVIOUS CONTRACT #(S):

RFP/BID: RFP/BID DATE:

EXEMPTION EXEMPTION EXPIRATION ORS/AR

#/DATE: DATE: #:

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

Contractor <u>Port of Portland</u>	Remittance address
Address <u>121 NW Everett Box 3529</u>	(If different)
Portland, OR 97209	
Attn: <u>Barbara Jacobson or Phil Klahn</u>	
Phone <u>503-460-4360</u> <u>460-4269</u>	Payment Schedule / Terms
Employer ID# or SS# <u>N/A</u>	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date <u>01/10/02</u>	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Termination Date <u>06/30/02</u>	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ <u>138,011</u>	<input type="checkbox"/> Requirements Not to Exceed \$
Total Amt of Previous Amendments \$	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$	
Total Amount of Agreement \$ <u>138,011</u>	

REQUIRED SIGNATURES

Department Manager Peter C. Vaghe

DATE 1-8-02

Purchasing Manager [Signature]

DATE

(Class II Contracts Only) County Counsel [Signature]

DATE 1/11/02

County Chair [Signature]

DATE 1-31-02

Sheriff [Signature]

DATE 1/8/02

Contract Administration

(Class I, Class II Contracts only)

DATE

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

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

INTERGOVERNMENTAL AGREEMENT

This is an Intergovernmental Agreement ("Agreement") between the Port of Portland (Port) and Multnomah County (County) pursuant to authority granted in ORS Chapter 190.

The purpose of this Agreement is for the County to temporarily provide three (3) deputy sheriffs (3.0 FTE) to the Port of Portland Police Department. The County will perform, and the Port will compensate the County, as set forth in this Agreement.

The parties agree as follows:

1. TERM. The term of this Agreement is from January 10 through June 30, 2002.
2. RESPONSIBILITIES OF PARTIES. The responsibilities of the parties are set forth in **Exhibit 1**, attached hereto and incorporated by reference herein.
3. TERMINATION. Either party may terminate this Agreement for convenience, and without penalty, upon the giving of at least thirty (30) days written notice of its intention to terminate to the other party. Any obligations arising prior to the date of termination shall survive termination, including any obligation to defend and indemnify.
3. PAYMENT. The Port shall pay the County in accordance with **Exhibit 1**. The County shall be responsible for payment of all salary, benefits, and overtime to its deputies, in accordance with law and its labor agreements, and shall fully defend and indemnify the Port against any such claims by any deputies, agencies, or authorities.
4. EMERGENCY. In the event of an emergency, the Port may require a deputy, or deputies, to work in excess of the hours described on **Exhibit 1**. If this occurs, the Port shall reimburse the County its actual costs for the additional time worked within thirty (30) days of receipt of an invoice from the County, as more particularly described on **Exhibit 1**.
5. EMPLOYMENT ISSUES. The County will be responsible for addressing any labor and employment issues pertaining to its deputies arising in connection with this Agreement. The Port will be responsible for addressing any labor and employment issues pertaining to its own employees.
6. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend, and hold harmless the Port from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and/or agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the Port shall indemnify, defend, and hold harmless the County from and against all liability, loss and costs

arising out of or resulting from the acts of the Port, its officers, employees and/or agents in the performance of this Agreement.

7. SUPERVISION. The County shall be responsible for supervising the work of the deputies assigned to the Port pursuant to this Agreement. Issues concerning employee performance should be addressed to Captain Lee Graham.
8. INSURANCE. The County will provide liability insurance coverage to cover all acts, obligations, and responsibilities of its deputies for work performed, or acts committed, in conjunction with this Agreement, and will also provide workers' compensation insurance for its deputies.
9. ADHERENCE TO LAW. Each party must comply with all federal, state and local laws and ordinances applicable to this Agreement.
10. ACCESS TO RECORDS. Each party must have access to the books, documents and other records of the other parties related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. SUBCONTRACTS AND ASSIGNMENT. No party shall subcontract or assign any part of this Agreement.
12. ATTORNEY FEES. In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs and disbursements, including attorney fees, costs and disbursements, on appeal.
13. SEVERABILITY. The parties agree that if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
14. NOTICES. The parties must send any notices, bills, invoices, reports, or other written communications required by this agreement through the United States mail, first class postage paid, or personally delivered, to the addresses below:

THE COUNTY
Multnomah County Sheriff
501 SE Hawthorne Blvd.
Portland, OR 97214
Attn: Captain Lee Graham

THE PORT
Port of Portland
7000 NE Airport Way, 3rd Floor
Portland, OR 97218
Attn: Chief Dennis Eubanks

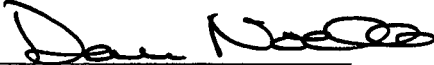
15. MODIFICATION OF AGREEMENT. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is made in writing, signed by both parties. Any such waiver, consent, modification, or change shall be effective only in the specific instances and for the specific purpose agreed to. A waiver of performance shall, under no circumstances, constitute a waiver of future performance.

16. ENTIRE AGREEMENT. This Agreement, including **Exhibit 1**, constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

MULTNOMAH COUNTY

THE PORT OF PORTLAND

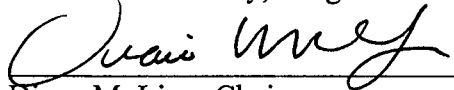
By: 
Dan Noelle, Sheriff

By: _____
Bill Wyatt, Port of Portland
Executive Director

Date: 1/8/02

Date: _____

Board of County Commissioners for
Multnomah County, Oregon


Diane M. Linn, Chair

Date: 1-31-02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 01-31-02
DEB BOGSTAD, BOARD CLERK

APPROVED AS TO FORM

Counsel for Multnomah County, Oregon


Thomas Spensler Assistant Counsel

Barbara Jacobson
Port of Portland Legal Department

EXHIBIT 1**1. Service Level**

For the term of this Agreement, the County will provide three (3) full-time deputy sheriffs (3.0 FTE), capable of performing bicycle patrol, for assignment to the Port of Portland Police Department (hereafter the Port Police). County personnel assigned to the Port Police will remain employees of the County and will not be considered employees of the Port of Portland. For purposes of this Agreement, deputies assigned to the Port Police will be referred to as assigned to the Port of Portland Police Department.

2. Operations

- a. Deployment: The County and the Port will work together to insure that the allocation and deployment of police personnel assigned to the Port Police is effective and efficient. Deployment of deputies assigned to the Port of Portland shall be consistent with Port of Portland's Airport System Security Plan.
- b. Specialty Assignment: The parties recognize the value of police specialty assignments and training. The Port of Portland reserves the right, however, to approve or limit the number of deputies assigned to the Port Police who hold specialty status or require or receive specialized training.
- c. Daily Operation: The Port police sergeants and command personnel will provide supervision of County deputies for the daily operation of the Port Police. All disciplinary action, however, will be the responsibility of the County. The Port may require replacement of any deputy who the Port does not believe is performing in accordance with the requirements of this Agreement, or to the satisfaction of the Port.
- d. General Orders, Standard Operating Procedures and Testing: All deputies assigned to the Port will remain subject to the General Orders and training requirements of the County. Additionally, all deputies assigned to the Port will abide by the Port's standard operating procedures and General Orders.
- e. Selection and Assignment: The command personnel of the County will select and assign deputies to the Port. The relevant command personnel will make every effort to select the most qualified available deputies who make application for assignment to the Port. Whenever possible, command personnel will try to make the assignments for the duration of the Agreement, or for as long a duration as possible, to avoid the necessity of having to retrain deputies.
- f. Agency Cooperation and Coordination: The parties will work closely and continuously communicate with each other to insure that the resources, strategies, work force deployment, and initiatives of the County and the Port Police are coordinated and effective.

3. Hours of Work: One deputy to work four (4) ten (10) hour days per work week from 0400 (4am) to 1400 (2pm) with Friday, Saturday and Sunday off. Two deputies to work four (4) ten (10) hour days per work week from 1400 (2pm) to 2400 (midnight), one with Thursday, Friday and Saturday off, and one with Sunday, Monday and Tuesday off.
4. Costs, Billing, and Payment

The County will pay the salaries, overtime, insurance, retirement, and other benefits of its respective deputies and personnel serving in the Port Police. The County will bill the Port Police quarterly for the actual salaries, overtime, insurance, retirement, other benefits paid to the assigned deputies for time worked at the Airport, plus an 8.91% County overhead charge, described below. Billings will be sent via mail to the Notice address provided in Section 14 of the Agreement. The County shall provide a detailed billing, broken down by each deputy who has performed services during the billing period, specifying time and actual hourly rate (including benefits). The Port will pay any undisputed invoice within thirty (30) days of receipt thereof. The Port will promptly notify County of any dispute with an invoice and will work diligently with the County to resolve any such dispute.

5. Salary Schedule

The Port will pay the County's actual cost for each deputy's yearly salary, plus benefits. Fully loaded salary rates will not exceed Thirty-seven Dollars (\$37.00) per hour for regular time and Fifty-one Dollars (\$51.00) per hour for overtime.

6. Administrative Fee

In addition to reimbursing the County for its actual salary costs, the Port will pay the County an 8.91% administrative fee on the total amount of the monthly invoice.



Dan Noelle
Sheriff

MULTNOMAH COUNTY

Sheriff's Office

501 SE Hawthorne Blvd., Suite 350

Portland, OR 97214

(503) 988-4300 phone

(503) 988-4500 TTY

(503) 988-4320 Fax

www.sheriff-mcso.org

MEMORANDUM

To: Chair Diane Linn
Commissioner Rojo de Steffey
Commissioner Cruz
Commissioner Naito
Commissioner Roberts

cc: Deb Bogstad, Clerk of the Board ✓

From: Sheriff Noelle *Dan Noelle bs*

Date: January 31, 2002

Subject: Intergovernmental Agreement with the Port of
Portland

At today's meeting, the Board approved item C2, an intergovernmental agreement between the Port of Portland and the Multnomah County Sheriff's Office. The IGA authorized us to temporarily provide three deputy sheriffs to the Port of Portland Police Department per the Port's request.

We have just been notified by the Port that circumstances have changed and that they will no longer need to contract for our deputies. Apparently FAA requirements have been downgraded.

The IGA had not been signed by the Port so for all practical purposes it is null and void. We did not hire new staff for this IGA so we will not be making any changes to our staffing levels or budget.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

1/31/2002

(Date)

DEPARTMENT: Management and Business ServicesDIVISION: Financial OperationsCONTACT: Mindy Harris

PHONE: _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Mindy HarrisSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

Appropriates \$\$292,000 from Federal Weed and Seed grant to Finance

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

The Federal Department of Justice allows citizen neighborhood groups to apply for funding to assist in drug crime prevention activities. Such funds must pass through a public entity as fiscal agent. The funding for the Albina site is accounted for by the General Ledger unit in Finance. That responsibility was shifted from DJS in 2000-2001. The grant has not been budgeted in FY 2002. This budget modification appropriates estimated receipts for the current year.

Other than the cost of accounting for the money (approximately \$2000) all the revenue is passed through to the Albina Community Weed and Seed organization. The General Fund pays \$7008 indirect cost for the grant but direct costs of administration are billed to the grant.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Two separate allocations from the Department of Justice are appropriated by this action

- | | |
|---|---------|
| 1. the balance of Federal Fiscal Year 2001 received in County FY 2002 | 117,000 |
| 2. the Federal Fiscal Year 2002 award (10/1/2001-9/30/2002) | 175,000 |

TOTAL \$292,000

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

_____ Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
(Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By: _____

Date:

Mindy Harris1/23/02

Department Director: _____

Date:

Ms. Cecilia Johnson1/23/2002

Plan / Budget Analyst: _____

Date:

David C. Brar1/23/02

Employee Services: _____

Date:

Board Approval: _____

Date:

Deborah C. Beaster1/31/02

BUDGET MODIFICATION:

EXPENDITURES & REVENUES

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

Budget Fiscal Year: 00/01

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	70-05	21040			fin01.1	50170		(292,000)	(292,000)		Weed & Seed grant revenue
2	70-05	21040			fin01.1	60160		290,000	290,000		Pass through to Albina site
3	70-05	21040			fin01.1	60350		7,008	7,008		
4	70-05	21040			fin01.1	90001		2,000	2,000		Direct cost of G/L Accountant
5	70-00	1000	8					7,008	7,008		Tfr to cover GF paid indirect
6	70-05	21040			fin01.1	50320		(7,008)	(7,008)		Tfr revenue to cover indirect
7	19	1000		9500001000		50310		(7,008)	(7,008)		GF revenue from ind cost
8								0			
9								0			
10								0			
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
17								0			
18								0			
19								0			
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



Department of Support Services
MULTNOMAH COUNTY OREGON

Budget and Quality
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-3883 phone
(503) 988-4570 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren-
Budget Manager

DATE: January 23, 2002

RE: Bud Mod 02_MBS_02 Appropriating Weed & Seed Grant to Finance

1. **Recommendation/Action Requested:**

Approve Bud Mod

2. **Background/Analysis:**

Federal rules require a public entity to account for the grant; the Finance General Ledger Unit acts as the fiscal agent for the Albina Community Weed and Seed grant. This responsibility was transferred to Finance effective July 2000, but the Finance Division did not budget for the grant last year or this year. The Federal Department of Justice funds are passed through to the community group involved in drug crime abatement and the County recovers the direct cost of accounting for the grant.

3. **Financial Impact:**

The balance of the Federal Fiscal Year 2001 unspent as of 7/1/2001 and the full Federal Fiscal Year 2002 award are appropriated by the Bud Mod.

FFY 2001	\$117,000
FFY 2002	<u>175,000</u>
Total	\$292,000

The grantor does not allow indirect costs. The General Fund pays the overhead cost of the grant (\$7,008). However, the grant does allow the direct cost of accounting staff to be billed against the grant.

4. Legal Issues:

NA

5. Controversial Issues:

NA

6. Link to Current County Policies:

See "Financial Impact" for departure from indirect cost policy.

7. Citizen Participation:

8. Other Government Participation:

NA

MEETING DATE: January 31, 2002
AGENDA NO: C-4
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Revenue Agreement with the City of Portland Office of Sustainable Development for the Block by Block Weatherization program in the amount of \$125,000 for Fiscal Year 2001/02

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

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

DEPARTMENT: DCFS DIVISION: Community Programs & Partnerships
CONTACT: Tom Brodbeck TELEPHONE #: 503. 988.6295 x 26057
BLDG/ROOM #: 166/2

PERSON(S) MAKING PRESENTATION: _____ **N/A**

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 0210231 with the City of Portland Office of Sustainable Development, Providing \$125,000 Funding for the Block By Block Weatherization Program for Fiscal Year 2001/02

02/04/02 originals to Lynn Evinos

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

TO: Board of County Commissioners

FROM: James McConnell, Acting Director
Department of Community and Family Services

DATE: January 22, 2002

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland Office of Sustainable Development, Block By Block Weatherization

- II. I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with the City of Portland Office of Sustainable Development, for the period July 1, 2001 through June 30, 2002. Funding will be used for the Weatherization Program. **This agreement replaces a similar IGA approved by the Board of County Commissioners on 11/01/01 for \$127,000. The City of Portland subsequently reduced the agreement to \$125,000 and has requested re-approval. This contract is retro to July 1, 2001 due to time incurred in negotiations. The document was received January 11, 2002.**
- III. **Background/Analysis:** The Department of Community and Family Services is cooperating with the City of Portland Office of Sustainable Development for the Block by Block Weatherization Program to continue to provide energy audits, blower door tests, weatherization, air leakage control, and inspection services for qualified homes
- III. **Financial Impact:** This revenue agreement is for up to \$125,000.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This program provides an opportunity for low-income people to extend their personal resources and increase economic self-sufficiency.
- VII. **Citizen Participation:** The Division of Community Program and Partnerships (DCPP) Manages The Energy Assistance Program. Citizens provide input to DCPP regarding program services through participation in the Commission on Children, Families and Community.
- VIII. **Other Government Participation:** This agreement represents a cooperative undertaking between the City of Portland and Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0210231

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue 190 Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>01-31-02</u> DEB BOGSTAD, BOARD CLERK

Department: Community and Family Services Division: Community Programs & Partnership Date: January 22, 2002
 Originator: Tom Brodbeck Phone: 26057 Bldg/Rm: 166/2
 Contact: Lynn Ervins & Heather McGillivray (GA) Phone: 26644 & 24261 Bldg/Rm: 166/7
 Description of Contract: **This revenue agreement provides funding up to \$125,000 for the Block By Block Weatherization program for Fiscal Year 2001/02.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910360, 0010209 & 0110879</u>
RFP/BID: <u>N/A (IGA)</u>	RFP/BID DATE: <u>02-02-02</u>
EXEMPTION	EXEMPTION EXPIRATION
#/DATE:	DATE:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor City of Portland, Office of Sustainable Development	
Address 721 NW 9th Avenue, Suite 350 Portland, OR 97209	Remittance Address (If different) _____
Phone (503) 823-7590	Payment Schedule / Terms
Employer ID# or SS# 93-6002236	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date July 1, 2001	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date June 30, 2002	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ 125,000	
Total Amt of Previous Amendments \$ 0	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ 0	
Total Amount of Agreement \$ 125,000	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager

Purchasing Manager

County Counsel

County Chair

Sheriff

Contract Administration

DATE

DATE

DATE

DATE

DATE

DATE

SAP Customer Code 300045		DEPT REFERENCE				
LINE #	WBS	FM	GL	DESCRIPTION	AMOUNT	INC DEC
01	CPP2WXEGAD.PDXBBB.AD				\$32,000	
02	DCPPWXEGWXOTHPDXBBB.PG				\$93,000	

City Of Portland
Block-By-Block Weatherization Program
2001-2002

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON Office of Sustainable Development (City) and MULTNOMAH COUNTY DEPT. OF COMMUNITY AND FAMILY SERVICES, DIVISION OF COMMUNITY PROGRAMS AND PARTNERSHIPS (DCPP) (Contractor).

Multnomah County previously (11/01/01) executed a proposed Intergovernmental Agreement with the City of Portland for operation and funding of the 2001-2002 Block By Block energy conservation program, but with a different total compensation. The City has not executed that proposed Intergovernmental Agreement and has decided not to execute that Intergovernmental Agreement. Therefore, the previous Intergovernmental Agreement will not go into effect. This new agreement represents the final agreement between the parties for purposes of the 2001-2002 Block-by-Block program.

RECITALS:

The purpose of this Agreement is to assist the Office of Sustainable Development with implementation of the 2001-2002 Block-By-Block (BBB) Weatherization Program. The contractor will provide energy audits, blower door tests, weatherization, air leakage control, and inspection services for qualified homes. The contractor will maintain records of homes served and apply for and collect utility and state weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. **SCOPE OF CONTRACTOR SERVICES** The Contractor shall provide the services set out in Exhibits A - Scope of Work, B - Schedule For Contractor Services, and C - Budget. The Contractor shall adhere to the schedule set forth in Exhibit B - Schedule For Contractor Services.
2. **SCOPE OF CITY SERVICES** The City shall:
 - (1) Provide completed applications from eligible households.
 - (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, goals for numbers of completed jobs.

The City shall perform the above on the following schedule:

- (1) Provide completed applications year round and revolving around each Fix-it Fair.
- (2) In sufficient numbers to meet the audit and installation schedule set out in Exhibit B - Schedule For Contractor Services.

3. **COMPENSATION**

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah up to \$125,000 as compensation for these services. The budget is set out in Exhibit C - Budget.

4. **BILLING AND PAYMENT PROCEDURE**

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 2001 and shall terminate as of June 30, 2002.

6. TERMINATION This agreement may be terminated by either party upon 30 days written notice.

7. CITY PROJECT MANAGER

- (a) The City Project Manager shall be Jill Kolek or such other person as shall be designated in writing by the director of the Office of Sustainable Development
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

8. COMPLIANCE WITH LAWS Contractor and City shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other party which are related to this agreement for the purpose of examination, copying and audit.

10. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor-Multnomah County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless Contractor-Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in performance of this agreement.

11. BREACH OF AGREEMENT

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.
- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

12. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager. Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

13. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:	Office of Sustainable Development 721 NW 9 th Ave., Ste. 350 Portland, OR 97209
If to the Contractor:	Multnomah County Dept. of Community and Family Services Division of Community Programs and Partnerships (DCPP) 421 SW 6th Avenue, Suite 200 Portland, Oregon 97204

14. SEVERABILITY

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

15. PROGRESS REPORTS

The Contractor shall provide quarterly electronic progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting quarterly and year-to-date reports:

a) The clients name b) address c) number in family, d) number under 6 years old e) number over 6 years old f) number of handicapped people g) household income h) heating utility i) type of space heating j) a breakdown of the measures installed k) blower door reading, etc. l) estimated energy savings per audit. In addition to the statistical information requested above, also include general "lifestyle data" a) do they recycle b) do they perform any outside watering—if so what and how much c) their most commonly used mode of transportation d) laundry facility, etc. Information gathered by the auditor at the time of the extended audit including: a) how many compact fluorescent light bulbs were installed b) if the auditor was able to install a showerhead, record what the flow of the replaced showerhead c) age of refrigerator d) age of water heater e) temperature of hot water, was the auditor able to turn it down f) age of furnace, did the auditor replace the furnace filter, etc. Summary of the job's status descriptor such as: a) application received b) audited c) work order released (work is scheduled) d) work complete e) cancelled before audit—why f) cancelled before work scheduled—why g) BBB total job costs h) BBB rebate amount for each job.

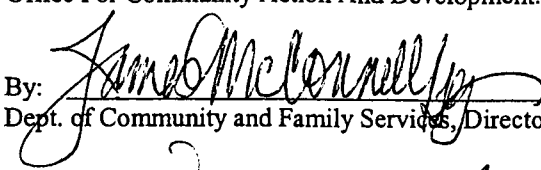
The final report is to include all the above information requested for the quarterly report with the addition of it being in both a written and electronic format. Additional information needed for the final report is: 1) cost of work 2) rebate amount for each job and 3) a brief narrative discussing program problems, strengths, and recommendations for improvement.

16. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

AGREED:

CONTRACTOR: Multnomah County, Oregon,
Department Of Community And Family Services,
Office For Community Action And Development.

By: 
Dept. of Community and Family Services, Director

Date: 1/22/02

By: 
Diane M. Linn, County Chair

Date: 1.31.02

Reviewed: Multnomah County Counsel

By: 

Date: _____

County Counsel
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 01.31.02
DEB BOGSTAD, BOARD CLERK

CITY OF PORTLAND

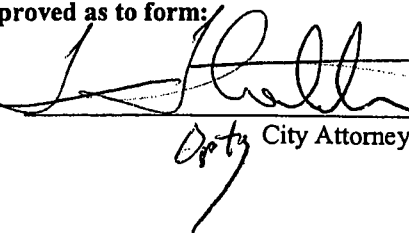
By: _____
Portland City Commissioner

Date: _____

By: _____
City Auditor

Date: _____

Approved as to form:

By: 
City Attorney

Date: 11/21/01

City Of Portland
Block-By-Block Weatherization Program
2001-2002

Exhibit A SCOPE OF CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Division of Community Programs and Partnerships (DCPP)

The Block-By-Block (BBB) Weatherization Program is a City of Portland funded, neighborhood-based conservation program providing free air sealing, insulation work and install water heaters in low-income homes. This program will be marketed to lower-income households by partnering with neighborhood associations and neighborhood coalition offices.

Three "Fix-it Fairs" will be held to help residents learn about a variety of home improvement topics including energy savings, buying a new furnace, home security, home repair and improvement, fire safety, water conservation and other fix-it subjects. Do-it-yourself weatherization kits will be distributed at energy efficiency workshops offered at each fair. Qualifying lower income households can sign-up for free energy savings services through Block-By-Block. These residents will receive in-home education and an energy audit to identify cost effective weatherization work to be installed by licensed contractors or Multnomah County staff. Multnomah County will staff a weatherization and energy assistance sign-up booth at all three Fix-It Fairs.

Multnomah County, Department of Community and Family Services Division of Community Programs and Partnerships (DCPP) will perform energy audits to identify measures to be paid for by BBB and select, schedule and pay contractors to perform the work. DCPP will provide in-home energy education, job inspections, submit applications for utility and state weatherization rebates and report to the Office of Sustainable Development.

The contractor shall perform the following.

1. Receive Block-By-Block application from the Office of Sustainable Development, entering names into a client database. The Office of Sustainable Development will deliver up to 200 qualified participant names. These will be added to the existing BBB waiting list (if any) and serviced on a first come first served basis, unless otherwise directed. If during the contract period, it appears that additional qualified enrollments will be needed to meet the goal to weatherize 125 homes, DCPP will notify the Office of Sustainable Development.
2. Provide both qualified and sufficient Energy Auditors to complete energy audits in a timely manner.
3. Contact each BBB participant to schedule and perform a "Home Energy Visit" on each home enrolled. The "Home Energy Visit" has two major components, including, A) an extended weatherization audit that will identify and prioritize weatherization measures and/or opportunities to change out major energy using appliances like water heaters, and B) in-home energy education.

A. Extended Weatherization Audit

- (1) This weatherization/energy audit shall be an assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed to by DCPP and the Office of Sustainable Development. The weatherization program WXEOR is pre-approved for use by DCPP on BBB jobs.

The purpose of the extended audit is to prioritize and identify the most cost-effective insulation, replacement natural gas water heaters and/or oil furnace measures to be installed—keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at a job cost of about \$950. The energy audit will include identifying the most appropriate cost-effective measure to be installed, the installation of various low cost resource-saving components and a survey of the household's current equipment. The extended audit includes:

- (a) Installing of two compact fluorescent lights, provided by the City of Portland

- (b) Measure and contract for installing low flow showerhead(s), provided by the City of Portland.
- (c) Metering and recording the age and useful life of the refrigerator, when physically accessible, provided by City of Portland.
- (d) Recording the age and useful life of water heater
- (e) Measure tap water temperature and turning the water temperature down at tank if above 131 degree F.
- (f) Recording the furnace age or estimated age and useful estimated life along with replacing the current furnace filter with a washable type and clearly placing a furnace stick stating its age, last service date, filter size and last date the filter with changed. The City of Portland will purchase furnace stickers and filters.

DCPP and the Office of Sustainable Development will jointly revise the priority list which states which measures will be recommended and under which circumstances.

- (2) When a natural gas or oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O₂ and CO percentages, and steady state furnace efficiency. Also perform a combustion safety test. The auditor shall include in the audit report their recommendation to either (a) tune the furnace, (b) install a flame retention burner and/or fire box liner (oil furnaces), (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to DCP's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure. Oil burner replacement will be considered a major measure by itself, but may be combined with an insulation measure if an exceptionally good savings opportunity exists to also add insulation.
- (3) When a natural gas furnace and outdated 50-gallon electric water heater are present, the auditor should assess whether replacing the water heat with a 40-gallon natural gas water heater is feasible. Water heater replacement will be considered a major measure by itself, but may be combined with ceiling insulation if no insulation currently exist. The goal of the 2000-2001's program is to install approximately 25 water heaters in BBB households. Please refer to the Water Heater Change-Out Pilot Project Procedures created jointly by NW Natural, Multnomah County and the City of Portland.
- (4) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor, or County staff, if an insulation measure is installed.
- (5) Recognizing (a) that many BBB households are also eligible for services under federally funded weatherization programs and (b) that service under DCP a home usually receives full insulation services rather than one major insulation measure, some BBB jobs may be transferred or "rolled-over" for service under DCP's county-wide program. The number of BBB homes rolled over, and the type of rollover, will be mutually agreed on by city and county program managers. In the case of shared rollovers, any utility rebates will be split between BBB and the county based on the percentage of weatherization dollars spent by each agency.

B. In-Home Energy Education.

- (1) DCP staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) to clearly demonstrate basic energy and water savings equipment maintenance (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is 30 minutes.
- (2) The Office of Sustainable Development has worked jointly with DCP to develop the In-Home Education Procedure.
- (3) As stated in the Extended Weatherization Audit the In-Home Education components will consist of:
 - (a) Installing of two compact fluorescent lights, provided by the City of Portland
 - (b) Measure and contract for installing low flow showerhead(s), provided by the City of Portland.
 - (c) Metering and recording the age and useful life of the refrigerator, when feasible.
 - (d) Recording the age and useful life of water heater

- (e) Measure tap water temperature and turning the water temperature down at tank if above 131 degree F.
 - (f) Recording the furnace age or estimated age and useful estimated life along with replacing the current furnace filter with a washable type and clearly placing a furnace stick stating its age, last service date, filter size and last date the filter with changed. The City of Portland will purchase furnace stickers and filters.
- 4. Select contractor(s), schedule and pay for major measure work on approximately 110-125 homes as recommended and prioritized in the energy audit report. Standards for work performance shall comply with the most recent edition of Multnomah County's Weatherization Specifications. For wall insulation, DCPD will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Office of Sustainable Development), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by DCPD for use in their state funded weatherization program. The target for average subcontractor cost is \$950 per home.
- 5. Billing to the Block-By-Block program for this weatherization work will be made using a price schedule similar to the one developed for private sector contractors.
- 6. By April 30, 2002, provide the Office of Sustainable Development with an accounting report documenting BBB money spent in the first three quarters. The Office of Sustainable Development and Multnomah County will review program spending to determine if a three month contract extension is necessary.
- 7. Conduct post work inspections on at least 75 percent of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five-percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.
- 8. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Office of Energy, Northwest Natural, Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by DCPD in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$25,000 in rebates and administrative reimbursement.
- 9. Carryover to the 2000-01 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately zero dollars in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this year's contract will be transferred to the 2001-02 Block-By-Block Program or returned to the Office of Sustainable Development.
- 10. Keep accurate records on the work performed and the corresponding cost, and deliver a quarterly report, as set out in Section 25, Progress Reports.
- 11. Maintain a client/job database, and use the database to create quarterly and final reports. All report to be delivered in a mutually agreed upon electronic format.
- 12. The quarterly reports are to include:

<ul style="list-style-type: none"> (a) clients name (b) address (c) number in family (d) number under 6 years old (e) number over 6 years old (f) number of handicapped people 	<ul style="list-style-type: none"> (g) household income (h) heating utility (i) type of space heating (j) a breakdown of the measures installed (k) blower door reading, etc. (l) estimated energy savings per audit
--	--

In addition to the statistical information requested above, also include general "lifestyle data" such as:

- (a) if they recycle
- (b) do they perform any outside watering—if so what and how often
- (c) their most commonly used mode of transportation
- (d) do they own a clothes washer

Information gathered by the auditor at the time of the extended audit including:

- (a) how many compact fluorescent light bulbs were installed
- (b) if the auditor was able to install a showerhead, record what the flow of the replaced showerhead
- (c) age of refrigerator
- (d) age of water heater
- (e) temperature of hot water, was the auditor able to turn it down
- (f) age of furnace, did the auditor replace the furnace filter

Quarterly reports should include a status report on each job outlining where the project is at during at the time the report is generated. Some suggested status descriptors are:

- | | |
|--|---|
| (a) application received | (e) cancelled before audit-why |
| (b) audited | (f) cancelled before work scheduled-why |
| (c) work order released (work in progress) | (g) BBB total job costs |
| (d) work complete | (h) BBB rebate amount for each job |

13. The final report is to include all the above information requested for the quarterly report with the addition of it being in both a written and database format. Additional information needed for the final report is a brief narrative discussing program problems and strengths and recommendations for improvement. Final Report is due no later than August 30, 2002.
14. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, DCPD shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this year's participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

City Of Portland
Block-By-Block Weatherization Program
2001-2002

Exhibit B
SCHEDULE FOR CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Division of Community Programs and Partnerships (DCPP)

- | | |
|---|--------------------|
| 1. Contract begins. | July 1, 2001 |
| 2. Staff booth a three Fix-it Fairs coordinated by the Office of Sustainable Development. | Winter 2001 - 2002 |
| 3. Begin home energy visits. | July 1, 2001 |
| 4. Accounting report documenting BBB money spent in the first third quarter of 2001/2002. | April 30, 2002 |
| 5. Assign and complete all weatherization work within 60 days of the audit/infiltration date.
The schedule for completion is: <ul style="list-style-type: none">• 120-125 completed by | June 30, 2002 |
| 6. Complete inspections on 75 percent of the jobs. Perform inspections within two weeks of receiving contractor invoice. | On-going |
| 7. Complete applications for utility and state rebates on all jobs. | On-going |
| 8. Contract ends. | June 30, 2002 |
| 9. Submit final billing to the Office of Sustainable Development. | July 16, 2002 |
| 10. Submit final report. | August 30, 2002 |

City Of Portland
Block-By-Block Weatherization Program
2001-2002

Exhibit C
BUDGET FOR CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Division of Community Programs and Partnerships (DCPP)

- | | | |
|----|---|------------------|
| 1. | Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform energy audits and home education visits on all applications delivered to DCPP, post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. | \$33,000 |
| | | |
| 2. | Purchase materials needed to perform the "Extended Energy Audit" and provide weatherization services such as insulation or install natural gas water heaters, for approximately 125 houses. Qualified subcontractors will perform the major measure weatherization work as identified and directed in the energy analysis. | |
| | This budget item will increase beyond \$92,000 as DCPP applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page) | +92,000 |
| | | |
| | SUB-TOTAL: City Direct Funding | \$125,000 |
| | | |
| 3. | In addition to the contract budget, a rebate budget of \$25,000 is included (see the following page for details). This represents our best estimate of weatherization rebates to be collected under utility and state rebates and administrative reimbursements for this and previous years work. In no case shall the contractor spend rebate funds prior to receipt from utilities and the state. | |
| | (Therefore the combined weatherization rebate budget is zero carry-over, plus \$25,000 new =\$25,000) | +\$25,000 |
| | | |
| | GRAND TOTAL | \$150,000 |

REBATE BUDGET
2001-2002

In addition to the above contracted budget, DCPD will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 2000-01 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program or returned to the Office of Sustainable Development. The following is an accounting of the source of rebate funds to be used as a supplement to the \$92,000 budgeted for weatherization (item 2, previous page) on the current year's program.

1.	Rebates carried over from 2000-01.	\$0
2.	2000-01 Rebates. As of August 28, 2001 both parties estimate a zero balance for BBB rebates from the 2000-01 program budget. When a final accounting is completed, the rebates (if any) will be carried into the 2001-02 budget for direct weatherization.	\$0
3.	Estimated of rebates to be collected on jobs weatherized during this current 2001-02 BBB Program.	<u>+25,000</u>
	REBATE TOTAL (estimated)	\$25,000

ORDINANCE No. 176171

Contract with Multnomah County, Division of Community Programs and Partnerships for \$125,000 to provide services for the Block-By-Block Weatherization Program. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Sustainable City Principles direct City elected officials and staff to "use resources efficiently and reduce demand for natural resources, like energy . . ." and "act locally to reduce adverse global impacts of . . . ozone depletion and global warming, and support and implement innovative programs that maintain and promote Portland's leadership as a sustainable city."
2. The City of Portland's Local Action Plan on Global Warming (Resolution No. 35995) establishes a goal of reducing local emissions of greenhouse gases by 10 percent below 1990 levels by 2010, exceeding the seven percent reduction target identified for the United States in the Kyoto Protocol.
3. The "Energy Efficiency in Buildings" element of the Local Action Plan on Global Warming establishes a goal of weatherizing 125 homes a year occupied by low-income households.
4. A task force, made up of citizens and representatives from Pacific Power and Light, Portland General Electric, Northwest Natural, the Oregon Department of Energy, the Portland Office of Neighborhood Associations, the Multnomah County Community Action, and the Portland Energy Office, developed the Block-By-Block (BBB) Weatherization Program to offer basic weatherization services at no cost to low-income residents.
5. To date, about 2,500 low-income homes have been weatherized through the Block-By-Block Weatherization Program. Each year, individual low-income households save \$100 on their winter heating bills. Combined savings reach \$230,000 per year.
6. Three neighborhood Fix-It Fairs will be held this winter featuring energy workshops and free do-it-yourself materials, home repair, home security, water efficiency, recycling, fire safety and other services offered by City bureaus and non-profit community groups. The three Fix-It Fairs will be attended by about 2,000 residents. Low-income households will be enrolled in BBB for weatherization services under this contract.
7. The adopted 2001-02 budget includes a special appropriation from the General Fund for the continued implementation of the Block-By-Block Program.
8. Under this agreement, Multnomah County's Division of Community Programs and Partnerships will complete about 150 energy audits, insulate 120-125 low-income homes, and complete 120-125 quality control inspections. The city avoids duplication of staff

and services by utilizing energy auditors from the county who specify the work to be done, manage the contractor installation and inspect completed work. Licensed contractors, or county sponsored job training crews will install either attic, wall or under-floor insulation.

9. The work performed will leverage \$25,000 in state and utility company rebates.
10. Contracting with Multnomah County will give Block-By-Block access to competitive pricing for weatherization services, saving the city an additional \$15,000.
11. It is necessary to formalize an agreement between the City of Portland and Multnomah County in order to complete energy audits, insulate homes and avoid unnecessary duplication of services.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs and Auditor are authorized to execute a contract with Multnomah County, Division of Community Programs and Partnerships for \$125,000 to provide services for the Block-By-Block Weatherization Program
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to Block-By-Block center code #40133001 when demand is presented and approved by the proper authority.

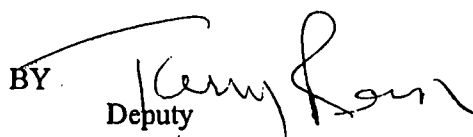
Passed by the Council: JAN 02 2002
December 19, 2001

Gary Blackmer
Auditor of the City of Portland

J. Kolek

BY

Deputy



MEETING DATE: January 31, 2002
AGENDA NO: R-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Recognition of Dave Warren

BOARD BRIEFING:

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

REGULAR MEETING:

DATE REQUESTED: Thursday, January 31, 2002

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: MBS

DIVISION: Administration

CONTACT: Tom Simpson

TELEPHONE #: (503) 988-4233

BLDG/ROOM #: 503/4th Floor

PERSON(S) MAKING PRESENTATION: Chair Diane Linn and M. Cecilia Johnson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

Recognition of Dave Warren in Appreciation of his 28 Years of Service to Multnomah County

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

31-Jan-02

(Date)

DEPARTMENT: Management & Business ServicesDIVISION: N/ACONTACT: Mark CampbellPHONE: x24213

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Mark CampbellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)**Contingency Transfer of Cost of Living Adjustments (COLA) and Class/Comp Studies Outlined in Labor Contracts.**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Labor contract negotiations were not completed when the Board adopted the FY 01-02 budget. Departments did not budget for cost of living increases associated with those labor contracts. The General Fund and Public Safety Levy Fund contingency accounts provide funding for positions covered in those two funds. This budget modification transfers an amount to each department that will be sufficient to cover COLA increases for Local 88, Deputy Sheriffs, Corrections Officers, Prosecuting Attorneys and Exempt employees.

In addition, this budget modification transfers General Fund contingency to three departments that were impacted by classification/compensation studies completed during the year.

It also transfers Public Safety Levy fund contingency to the Health Department to cover Indirect Costs. This amount was inadvertently omitted from a previous budget modification.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

TOTAL \$0

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

GENERAL

(Specify Fund)

Contingency BEFORE THIS MODIFICATION (as of January 23, 2002): \$ 5,551,525AFTER THIS MODIFICATION: \$ 2,817,070

CONTINGENCY STATUS [To Be Completed by Budget & Planning]

PS LEVY

(Specify Fund)

Contingency BEFORE THIS MODIFICATION (as of January 23, 2002): \$ 1,024,545AFTER THIS MODIFICATION: \$ 140,492

Originated By:

Date:

Department Director:

Date:

Plan/Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

DEBORAH L. BOUSTED01/31/02M. Cecilia Johnson 1/23/2002

BUDGET MODIFICATION: # 02_MBS_03
EXPENDITURES & REVENUES

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

Budget Fiscal Year: 01/02

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	10	1000		Various			3,507,594	3,605,428	97,834		
2											
3	15	1000		Various			11,100,454	11,494,790	394,336		
4											
5	25	1000		Various			1,398,004	1,436,602	38,598		
6											
7	40	1000		Various			9,938,185	10,194,698	256,513		
8											
9	50	1000		Various			10,393,051	10,827,298	434,247		
10											
11	60	1000		Various			41,977,101	43,112,287	1,135,186		
12											
13	70	1000		Various			8,766,111	9,012,166	246,055		
14											
15	90	1000		Various			4,527,231	4,655,251	128,020		
16											
17	80	1000	9				15,739,928	15,743,595	3,667		
18											
19	40	1514		Various			4,207,327	4,342,302	134,975		
20											
21	60	1514		Various			25,689,466	26,438,654	749,188		
22											
23	19	1000		9500001000		60470	5,551,525	2,902,430	(2,649,095)		
24	19	1514		9500001514		60470	1,024,545	140,382	(884,163)		
25											
26	19			9500001000		50310	14,218,754	14,304,114	85,360		
27											
28											
29											
									170,720	0	Total - Page 1
									170,720	0	GRAND TOTAL

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Budget Modification #: 02_MBS_03

2. Amount requested from General Fund Contingency: \$ 2,734,455

3. Summary of request:

Labor contract negotiations were not completed when the Board adopted the FY 01-02 budget. Departments did not budget for cost of living increases associated with those labor contracts. The General Fund and Public Safety Levy Fund contingency accounts provide funding for positions covered in those two funds. This budget modification transfers an amount to each department that will be sufficient to cover COLA increases for Local 88, Deputy Sheriffs, Corrections Officers, Prosecuting Attorneys and Exempt employees.

In addition, this budget modification transfers General Fund contingency to three departments that were impacted by classification/compensation studies completed during the year.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? If so, when?

If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

Labor negotiations had not been completed. Past practice has been to transfer funds from contingency once contracts have been settled.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?

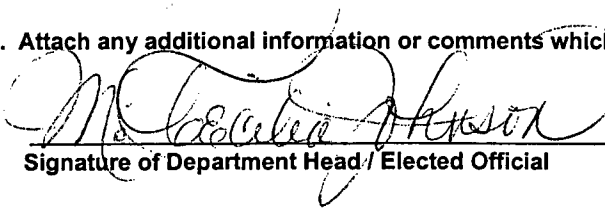
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

This request will not produce any new revenue and no payback to contingency is anticipated.

8. This request is for a (Quarterly _____) (Emergency _____) review.

9. For emergency requests only: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments which you feel would be helpful.


Signature of Department Head / Elected Official

1/23/2002
Date



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
DIANE LINN
MARIA ROJO DE STEFFEY
SERENA CRUZ
LISA NAITO
LONNIE ROBERTS

BUDGET & SERVICE IMPROVEMENT
MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD, 4TH FLOOR
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 988-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: J. Mark Campbell, Budget Office *mk*
DATE: January 23, 2002
RE: Bud Mod 02_MBS_03

The FY 01-02 budget provided an amount in the General Fund and Public Safety Levy Fund contingency accounts to provide for cost of living adjustments (COLA) for positions budgeted in those funds. Labor negotiations had not been completed at the time we were preparing the budget so we were unable to include the COLA within department budgets.

This budget modification allocates **\$2,647,619** from the General Fund and **\$798,803** from the Public Safety Levy Fund for salary adjustments associated with the following groups of employees:

- AFSCME/Local 88
- Corrections Officers
- Deputy Sheriffs
- Prosecuting Attorneys
- Exempt

The budget modification also provides for Local 88 classification/compensation studies that have been completed during the year. Funding for these studies is outlined in Article 14 of the contract between the County and the union. In FY 01-02 we carried over \$180,034 for studies that were underway but not completed last year. Three studies are incorporated in this budget modification:

- Health Occupations
- Mail Clerks, Drivers and Library Drivers
- Health Information Specialists

These three studies will allocate **\$86,836** from the class/comp carryover described above. One other study has been completed which will be funded from that allocation. A budget modification will be forwarded once the annual costs of that study have been determined.

Finally, this action transfers **\$85,360** from the Public Safety Levy Fund contingency to support Indirect Costs in the Health Department. This amount was inadvertently omitted when the Board approved the budget modification that added Indirect Costs to the Sheriff's Office budget.

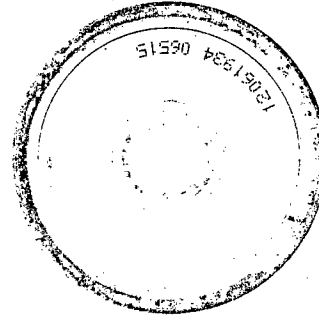


**MULTNOMAH
COUNTY**

Land Use Planning Division

January 24, 2002

**Board of County
Commissioners**



Troutdale
Troutdale
Troutdale

**Troutdale 2040
Compliance Project**

455 / 116 *

Please return to Stuart Farmer
at LUP when finished, with the Hearing

13081334 08212

MEETING DATE: January 31, 2002
AGENDA NO: R-3
ESTIMATED START TIME: 9:45 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: A Public Hearing of an Ordinance amending Multnomah County Code to adopt the Troutdale zoning code and comprehensive plan for urban areas in unincorporated Multnomah County to comply with the Metro Functional Plan

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSCD DIVISION: Land Use Planning

CONTACT: Susan Muir TELEPHONE #: (503) 988-3182
BLDG/ROOM #: 455/116

PERSON(S) MAKING PRESENTATION: Susan Muir & Kathy Busse

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, And County Zoning Code Chapters To Adopt Troutdale's Zoning Code, Comprehensive Plan & Maps And Community Plans

02/06/02 COPIES TO LAND USE PLANNING
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES
LAND USE PLANNING DIVISION
1600 SE 190TH AVE., SUITE 116
PORTLAND, OREGON 97233
(503) 988-3043 (503) 988-3389 FAX
land.use.planning@co.multnomah.or.us

BOARD OF COUNTY COMMISSIONERS

DIANE LINN	- CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY	- DISTRICT 1 COMMISSIONER
SERENA CRUZ	- DISTRICT 2 COMMISSIONER
LISA NAITO	- DISTRICT 3 COMMISSIONER
LONNIE ROBERTS	- DISTRICT 4 COMMISSIONER

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Land Use Planning Division
Kathy Busse, Director
Susan Muir, Principal Planner and staff contact

DATE: January 13, 2002

RE: *Multnomah County – Troutdale Compliance Project - Proposed adoption of Troutdale zoning code and comprehensive plan for urban areas in unincorporated Multnomah County to comply with the Metro Functional Plan.*

1. Recommendation / Action Requested:

Staff recommends the Board of Commissioners adopt the recommendations of the Planning Commission and City of Troutdale.

2. Background / Analysis:

The purpose of this project is to bring the urban areas of Multnomah County within Troutdale's Urban Services Boundary into compliance with the requirements of the Metro 2040 Functional Plan. Multnomah County and Troutdale are working together in this area of common interest. Long range future planning for County urban lands located within the City's Urban Services Boundary is one common interest area. All of the areas included in this project are urban lands located outside Troutdale's city limits, within the city's Urban Planning Area boundary, and inside the Urban Growth Boundary. Maps of the project areas are included in Exhibit A.

The County and the City have jointly adopted agreement on land use policy for these County urban lands. Part of this Urban Planning Area Agreement, adopted in June, 1998 calls for the City to provide urban planning services to the County to address Metro's Urban Growth Management Functional Plan. Since Multnomah County focuses its resources on rural planning, the County cannot cost-effectively

provide urban planning services. The County and the City have entered into an agreement to achieve Functional Plan compliance by applying Troutdale's codes to the County's unincorporated areas.

In order to address Metro's Functional Plan requirements for the project areas, the County Board will consider adopting the City code, Comprehensive Plans and zoning maps for the unincorporated areas. With the adoption of the City's current regulations, the County will achieve Functional Plan compliance.

With the Board's adoption of the City zoning code, County land use zones and regulations will transition to Troutdale's land use zones and regulations for these areas. Administration of planning services for these areas will transfer to the City of Troutdale at a later date. The details of this transfer of services will be addressed in a new intergovernmental agreement between the City and Multnomah County.

Annexation of these areas is not a part of this project.

3. Financial Impact

There has been no identified financial impact for Multnomah County as a result of this project. The geographic areas covered under this proposal have very minimal permit activity currently occurring.

4. Legal Issues

No legal issues have been identified as part of this project.

5. Controversial Issues

There has been very little controversy with this project. There could be some discussion about the timeline, which has been delayed while the resources of the Planning Division were focused on other projects. The City of Troutdale has consistently requested the County complete this project in order to make their annexation process easier.

6. Link to Current County Policies

Resolution A, passed in 1983, is the primary County policy behind contracting with cities to provide urban services in unincorporated areas. Entering into an agreement with the City of Troutdale to provide an urban level of planning and zoning administration is consistent with the stated purposed of Resolution A.

7. Citizen Participation

The City and County noticed the affected property owners in the earlier phases of this project and a measure 56 notice went out for the hearing scheduled before the Board on January 24, 2002.

8. Other Government Participation

The Multnomah County Land Use Planning Division is working in conjunction with the City of Troutdale and Metro to complete this project and will continue to do so throughout the project.

ATTACHMENTS:

Exhibit A: Draft Ordinance

Exhibit B: Planning Commission Resolution C 3-99

Exhibit C: Resolution No.'s 1430 & 1427 adopted by the Troutdale City Council

Exhibit D: Troutdale Zoning Ordinance

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, And County Zoning Code Chapters To Adopt Troutdale's Zoning Code, Comprehensive Plan & Maps And Community Plans

(~~Struckthrough~~ language is deleted; double-underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. In 1998, the City and the County began a series of public meetings and developed a proposal to achieve compliance with the Functional Plan.
- e. On April 5, 1999, a public hearing was held before the Multnomah County Planning Commission on the proposal, and the Planning Commission forwarded a recommendation to the Board of County Commissioners for acceptance of the proposal.
- f. Direct mail notice, in compliance with ballot measure 56 was sent prior to the April 5, 1999 public hearing before the Multnomah County Planning Commission and before the January 24, 2002 public hearing before the Board of County Commissioners.
- g. On January 24, 2002, the Multnomah County Board of Commissioners conducted a public hearing on the first reading of this ordinance relating to City of Troutdale and County compliance with Metro's Functional Plan.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and Zoning Code Chapters are amended to include:

- A. City of Troutdale Zoning Code
- B. The Troutdale Comprehensive Plan
- C. The Troutdale Comprehensive Plan Maps
- D. The amended zoning maps attached

Section 2. MCC Chapter 11.10 is amended by the addition of the following subsection:

11.10.360 Replacement of portions of Community Plans with City of Troutdale Comprehensive Plans, Zoning Maps, and Codes.

(A) The County Comprehensive Framework Plan, and Community Plans, Rural Area Plans, Sectional Zoning Maps, and Multnomah County Zoning Code Chapters are amended to include:

- (1) City of Troutdale Zoning Code**
- (2) The Troutdale Comprehensive Plan**
- (3) The Troutdale Comprehensive Plan Maps**
- (4) The amended zoning maps attached.**

(B) Those portions of unincorporated Community Plans that lie within the City of Troutdale Urban Services Boundary are repealed and replaced by the respective City of Troutdale Comprehensive Plan and Community Plans.

(C) Land use codes and zoning maps implementing the County Community Plans are also replaced for those urban areas by the City of Troutdale Zoning Code and maps adopted by reference in those Ordinances.

Section 3. In accordance with ORS 215.427(3), the changes resulting from Sections 1 and 2 of this ordinance shall not apply to any decision on an application that is submitted before the effective date of this ordinance and that is made complete prior to the effective date of this ordinance or within 180 days of the initial submission of the application.

Section 4. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 5. The Multnomah County Board is not intending to delegate legislative authority on land use planning in the unincorporated areas in violation of Multnomah County Charter Section 2.20. The Board of County Commissioners hereby directs the staff to move forward to develop an Intergovernmental Agreement to transfer quasi-judicial authority in accordance with this ordinance, but not legislative authority for future code revisions and amendments to these documents. The Board wants to ensure Multnomah County residents will have an opportunity to testify and participate in revisions to zoning regulations in Unincorporated Multnomah County within the Urban Growth Boundary.

Section 6. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Multnomah County Board of County Commissioners acknowledge, authorize and agree that the City of Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Multnomah County Board of County Commissioners shall consider the recommendations of the Portland Planning Commission when legislative matters for the County unincorporated areas are before the Board for action.

Section 7. This ordinance will become effective upon entering into an Intergovernmental Agreement with the City of Troutdale to transfer quasi-judicial authority in accordance with this ordinance.

FIRST READING:

January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

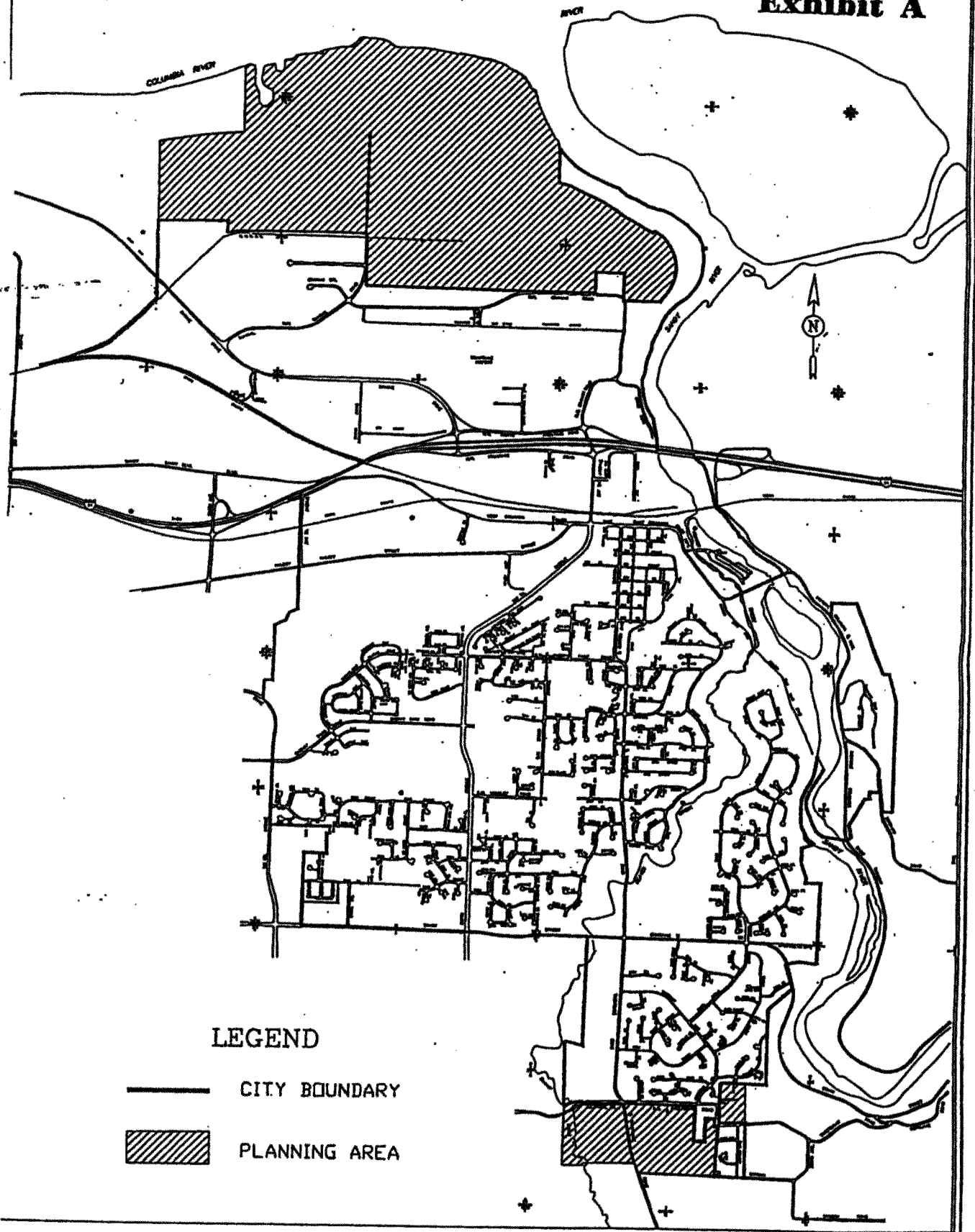
Diane M. Linn, Chair

REVIEWED:



Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By _____
Sandra N. Duffy, Deputy County Attorney

Exhibit A



LEGEND

-  CITY BOUNDARY
-  PLANNING AREA



SCALE IN FEET

NOTES: 1. THIS MAP WAS MADE BY THE CITY OF TROUTDALE, OREGON, IN 1968.

NOTES:



DEPARTMENT OF PUBLIC WORKS
CITY OF TROUTDALE
URBAN PLANNING AREA
MULTNOMAH COUNTY, OREGON

**BEFORE THE PLANNING COMMISSION
OF MULTNOMAH COUNTY, OREGON**

In the matter of the adoption of amendments to the)	
Multnomah County Zoning Ordinance)	RESOLUTION
by the Multnomah County Board of Commissioners)	C 3-99
regarding the application of Troutdale urban codes for)	
those lands outside the City of Troutdale but within the)	
Urban Growth Boundary)	

The Multnomah County Planning Commission finds:


- a. The proposed ordinance:
 - Addresses the regional requirement that the County be in compliance with the Metro Urban Growth Management Functional Plan;
 - Conforms with 'Resolution A' passed by the Board of County on March 15, 1983 which states the intent of Multnomah County to provide rural services rather than urban services, including land use planning;
 - Recognizes that the County will save valuable resources by working with the City of Troutdale and their existing code to achieve compliance;
 - Is in conformance with a jointly adopted agreement on land use policy for these County urban lands, known as the 'Urban Planning Area Agreement' (effective June 11, 1998);
 - Multnomah County recognizes that annexation is not a part of this proposal; and
 - Is consistent with state rules.
- b. In March, 1999, the County mailed property owners legal notices notifying them of the project and opportunities for public testimony.
- c. On December 16, 1998 the Troutdale Planning Commission held a public hearing on the draft proposal and forwarded a recommendation to the Multnomah County Planning Commission.
- d. On April 5, 1999 the Multnomah County Planning Commission held a public hearing on the draft proposal;
- e. On April 5, 1999 the Planning Commission reviewed the attached documents and legal record for case file C 3-99.

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the Multnomah County Board of Commissioners adopt the following:

- **Exhibit A:** **Proposed land use zoning maps**
- **Exhibit B:** **City of Troutdale Development Code**
- **Exhibit C:** **City of Troutdale Comprehensive Plan and Comprehensive Plan**

APPROVED this 5th day of April, 1999.

By 
John Ingle, Chair
Multnomah County Planning Commission
Multnomah County, Oregon

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

RESOLUTION NO. 1430

A RESOLUTION RECOMMENDING TO MULTNOMAH COUNTY BOARD OF COMMISSIONERS SPECIFIC ZONING AND LAND USE DESIGNATIONS FOR LAND WITHIN THE NORTHERN PORTION OF TROUTDALE'S URBAN PLANNING AREA (UPA).

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Citizen Advisory Committee met on October 28, 1998 to review and discuss specific zoning and land use designations for each parcel of land within the UPA and forwarded a recommendation to the Planning Commission.
2. The Planning Commission held a public hearing on January 27, 1999, and has reviewed the CAC's recommended pre-annexation land use plan for lands within the UPA and has forwarded a recommendation to the City Council.
3. The City Council held a public hearing on February 23, 1999 and March 9, 1999 to provide opportunity for public comment.
4. The City Council is now satisfied that this matter has been adequately considered.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:


Section 1: The Council adopts the following findings of fact.


1. In 1978, the Department of Land Conservation and Development adopted the Compliance Acknowledgment rule which required each jurisdiction within an adopted Urban Growth Boundary (UGB) to set forth the means by which a plan for management of the unincorporated areas within the UGB will be implemented. As part of the compliance acknowledgment rule, UPA boundaries were established for the unincorporated areas within the Portland Metro Area UGB.
2. Troutdale's UPA includes those areas under Multnomah County's planning jurisdiction in which the City maintains a mutual planning interest and has planned for extension of services once annexed into the city limits.
3. The City of Troutdale has entered into an Urban Planning Area agreement with Multnomah County which designates Troutdale as the provider of land use planning services for all unincorporated areas within its designated UPA boundary. As part of this agreement, the City of Troutdale will be recommending to the Multnomah County Board of Commissioners specific zoning and land use designations for each parcel of land within the UPA.

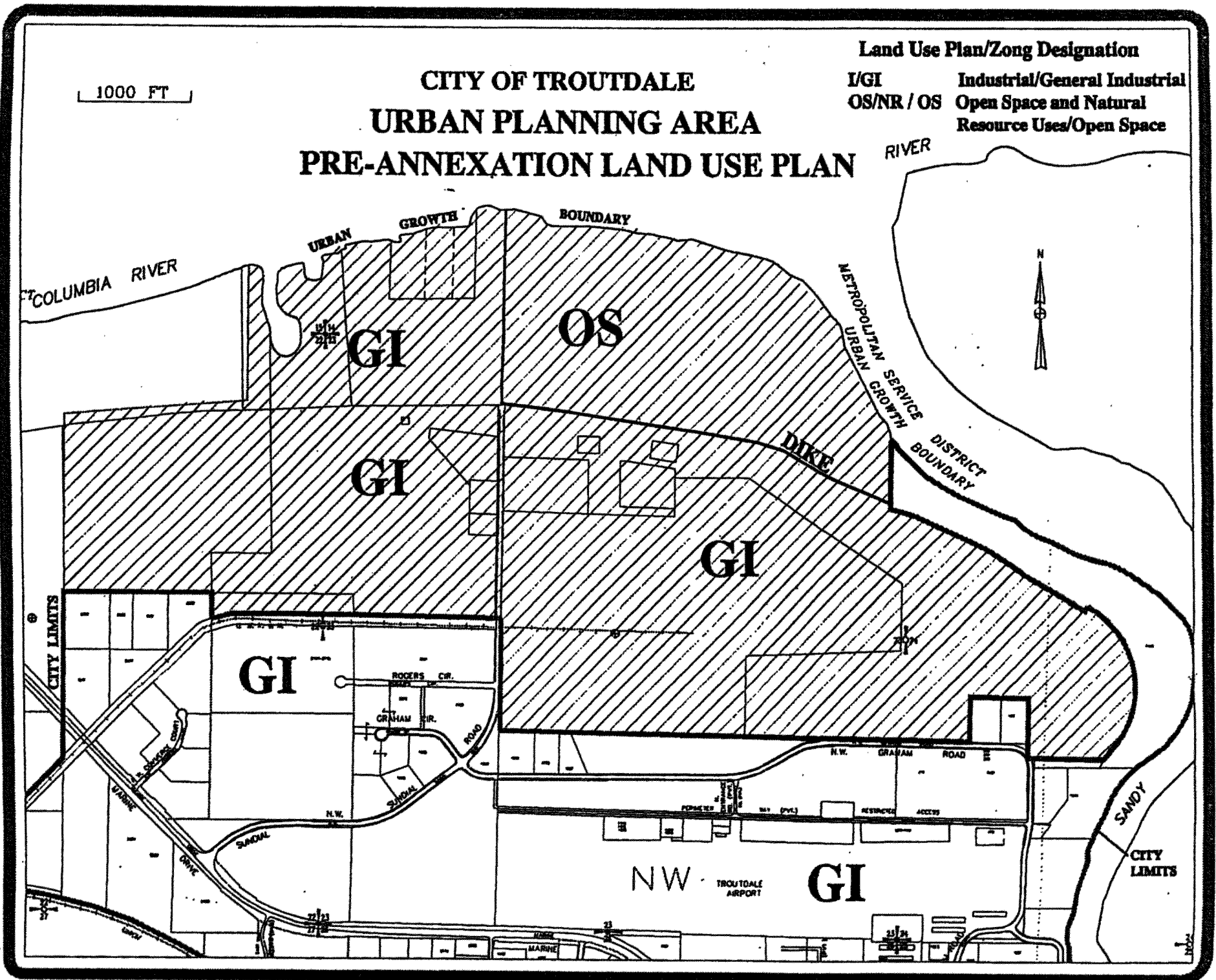
- 1 4. The applicable policies of Troutdale's Comprehensive Land Use Plan, pertinent sections of
2 the Metro Urban Growth Management Functional Plan, and other applicable regulations
3 served as guidelines in determining the most appropriate land uses within Troutdale's UPA.
4

5 Section 2: Based upon these findings, the City of Troutdale recommends to the Multnomah County
6 Board of Commissioners specific zoning and land use designations for land within the northern
7 portion of Troutdale's UPA contained in Attachment A.
8
9

10 YEA: 7
11 NAYS: 0
12 ABSTAINED: 0
13

14 
15 Paul Thalhofer, Mayor
16 Dated: 3-11-99
17

18
19 
20 Debbie Stickney, Acting City Recorder
21 Adopted: 3-9-99
22
23



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

RESOLUTION NO. 1427

A RESOLUTION RECOMMENDING TO MULTNOMAH COUNTY BOARD OF COMMISSIONERS SPECIFIC ZONING AND LAND USE DESIGNATIONS FOR LAND WITHIN THE SOUTHERN PORTION OF TROUTDALE'S URBAN PLANNING AREA (UPA).

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Citizen Advisory Committee met on October 28, 1998 to review and discuss specific zoning and land use designations for each parcel of land within the UPA and forwarded a recommendation to the Planning Commission.
2. The Planning Commission held a public hearing on January 27, 1999, and reviewed the CAC's recommended pre-annexation land use plan for lands within the UPA and has forwarded a recommendation to the City Council.
3. The City Council held a public hearing on February 23, 1999 to provide opportunity for public comment.
4. The City Council is now satisfied that this matter has been adequately considered;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:


Section 1: The Council adopts the following findings of fact.


1. In 1978, the Department of Land Conservation and Development adopted the Compliance Acknowledgment rule which required each jurisdiction within an adopted Urban Growth Boundary (UGB) to set forth the means by which a plan for management of the unincorporated areas within the UGB will be implemented. As part of the compliance acknowledgment rule, UPA boundaries were established for the unincorporated areas within the Portland Metro Area UGB.
2. Troutdale's UPA includes those areas under Multnomah County's planning jurisdiction in which the City maintains a mutual planning interest and has planned for extension of services once annexed into the city limits.
3. The City of Troutdale has entered into an Urban Planning Area agreement with Multnomah County which designates Troutdale as the provider of land use planning services for all unincorporated areas within its designated UPA boundary. As part of this agreement, the City of Troutdale will be recommending to the Multnomah County Board of Commissioners specific zoning and land use designations for each parcel of land within the UPA.

- 1 4. The applicable policies of Troutdale's Comprehensive Land Use Plan, pertinent sections of
2 the Metro Urban Growth Management Functional Plan, and other applicable regulations
3 served as guidelines in determining the most appropriate land uses within Troutdale's UPA.
4

5 Section 2: Based upon these findings, the City of Troutdale recommends to the Multnomah County
6 Board of Commissioners specific zoning and land use designations for land within the southern
7 portion of Troutdale's UPA contained in Attachment A.
8
9

10 YEA: 6
11 NAYS: 0
12 ABSTAINED: 0
13

14 
15 Paul Thalhofer, Mayor
16 Dated: 2-25-99
17
18

19 
20 Debbie Stickney, Acting City Recorder
21 Adopted: 2-23-99
22
23

400 FT.

Land Use Plan/Zoning Designation

LDR/R-10 Low Density Residential/ Single-Family Residential

CITY LIMITS

R-10

R-10

R-10

R-10

R-10

R-10

R-10

R-10

R-10

**CITY OF TROUTDALE
URBAN PLANNING AREA
PRE-ANNEXATION LAND USE PLAN**

URBAN

GROWTH

BOUNDARY

Creek



3.180 OPEN SPACE

OS

3.181 Purpose. The purpose of an OS district is to provide and preserve open space areas.

3.182 Applicability. In addition to other areas which may be so zoned by the City, this district shall apply to publicly owned park lands.

3.183 Permitted Uses. The following uses and their accessory uses are permitted in an OS district:

- A. Park or playground.
- B. Picnic grounds.
- C. Wildlife and nature preserves.
- D. Nature trail and/or bikeway.
- E. Other uses similar in nature to those listed above.

3.184 Conditional Uses. The following uses and their accessory uses are permitted in an OS district:

- A. Boat Ramp.
- B. Swimming facility.
- C. Community garden.
- D. Ball field.
- E. Tennis court.
- F. Cemetery.
- G. Other uses similar in nature to those listed above.

3.185 Development Criteria. Development criteria shall include, but are not limited to, the following:

- A. Open space uses shall be compatible with adjacent land uses;
- B. Picnic grounds and parking facilities shall be equipped with trash receptacles;
- C. Open space districts shall be maintained by the City if publicly owned; by the owner(s) if privately owned.

3.170 GENERAL INDUSTRIAL

GI

3.171 Purpose. This industrial district is intended for manufacturing industries, large-scale fabricators, freight and trucking firms, primary metals and lumber, etc., that usually require highway access and/or rail service. These firms usually have a high degree of process visibility and need outdoor storage of materials and products. These industries are likely to create minor air and water pollution, as well as nuisance factors such as noise and odor and the generation of truck, shipping or rail traffic.

3.172 Uses Permitted in the GI Zone.

- A. Any manufacturing, distribution, fabricating, processing or storage use.
- B. Airport and related uses, including airport supportive commercial and industrial uses such as maintenance facilities, hangars, aircraft tie-down, passenger parking, and flight schools.
- C. Freight and trucking firms.
- D. One caretaker's residence; all other residential uses are prohibited.
- E. Administrative offices accessory to permitted industrial uses; all other office uses are prohibited.
- F. Vehicle repair shops.
- G. Public parks, parkways, trails and related facilities.
- H. Utility facilities, major and minor, except for sanitary landfills and transfer stations, sewage treatment plants and lagoons, and telecommunication towers or poles.
- I. Product sales, service and/or display accessory to any manufacturing, fabricating or processing use provided the sales, service and/or display area does not exceed 15 percent of the gross floor area.
- J. Other uses similar in nature to those listed above.

3.173 Conditional Uses. The following uses and their accessory uses are permitted within the GI district as conditional uses:

- A. Child care facilities, kindergartens, and similar facilities in conjunction with a permitted use or an approved conditional use.
- B. Community service uses.
- C. Concrete or asphalt manufacturing plants.

- D. Recycling centers.
- E. Sanitary landfills and transfer stations.
- F. Sewage treatment plants and lagoons.
- G. Telecommunication towers and poles.
- H. Automobile wrecking yards.
- I. Residential dwelling/hanger mixed use when the hanger is served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:
 - 1. Approval from the Port of Portland;
 - 2. Approval from FAA;
 - 3. No separate accessory structures are allowed.
- J. Other uses similar in nature to those listed above.

3.174 Dimensional Standards.

A. Setbacks.

- 1. Front, Side and Rear Yard Setbacks: None unless the property abuts a parcel of land in a more restrictive manufacturing district, or a commercial district, in which case the requirements of the abutting property shall apply.
- 2. Additional Setback Requirements: If any use in this district abuts or faces any residential zoning district a setback of fifty (50) feet on the side abutting or facing the residential or apartment district shall be required.
- 3. Setbacks for Insufficient Right-of-Way: Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Plan and applicable ordinances and standards.

B. Height Restrictions. The maximum height for any structure shall be forty-five (45) feet.

3.175 Additional Requirements.

- A. Design Review and landscaping is required for all uses in the GI district.

- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.**
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9.**

3.020 SINGLE-FAMILY RESIDENTIAL. R-10

3.021 Purpose. This district is intended primarily for single-family dwellings in a low-density residential neighborhood environment.

3.022 Permitted Uses. The following uses and their accessory uses are permitted in the R-10 district:

- A. Single-Family dwellings (detached).
- B. Single-Family dwelling (zero lot line or attached) when each dwelling unit is situated on an adjoining but separate lot of record, provided the base density is not exceeded.
- C. Manufactured dwelling
- D. Residential Home (ORS 197.660 [2]; ORS 443.400-443.825).
- E. Parks and Playgrounds.
- F. Utility Facilities, minor.
- G. Bed and breakfast inns subject to the provisions of Chapter 5.500.
- H. Other uses similar in nature to those listed above.

3.023 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the R-10 district:

- A. Community Service Uses.
- B. Golf courses (excluding miniature golf courses or driving ranges).
- C. Two-family dwellings (duplex) at intersections of any two streets of at least neighborhood collector status and with frontage on one street. Lot size must comply with R-10 requirements.
- D. Nursing homes and homes for the aged.
- E. Utility Facilities, major.
- F. Other uses similar in nature to those listed above.

3.024 Lot Size And Dimensional Standards.

A. Lot Size, Width, Depth and Frontage:

1. Minimum Lot Size: Ten thousand (10,000) square feet.

2. Minimum Average Lot Width: Seventy (70) feet and seventy (70) feet wide at the building line.
3. Minimum Average Lot Depth: One hundred (100) feet.
4. Minimum Lot Frontage: Twenty (20) feet.

B. Setbacks:

1. Front Yard Setback: Minimum of twenty (20) feet.
2. Side Yard and Street Side Yard Setback: Minimum of ten (10) feet.
3. Rear Yard Setback: Minimum of twenty (20) feet.
4. Projections into Setbacks: See Chapter 5.020.
5. Accessory Buildings in Setback Areas: See Chapter 5.010.

- C. Height Limitations.** The maximum height of a structure shall be thirty-five (35) feet.

3.025 Additional Requirements.

- A. Design Review and landscaping required for all uses except single-family residential uses.
- B. All lots in this district shall have frontage or approved access to public streets, public water and public sewer before construction shall be permitted.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9.
- D. All single family dwellings, including manufactured dwellings, shall utilize at least two of the following design features:
 1. dormers
 2. recessed entries
 3. cupolas
 4. bay or bow windows
 5. window shutters
 6. off-sets on building face or roof (minimum 12"0
 7. gables
 8. covered porch entry
 9. pillars or posts
 10. eaves (minimum 6")

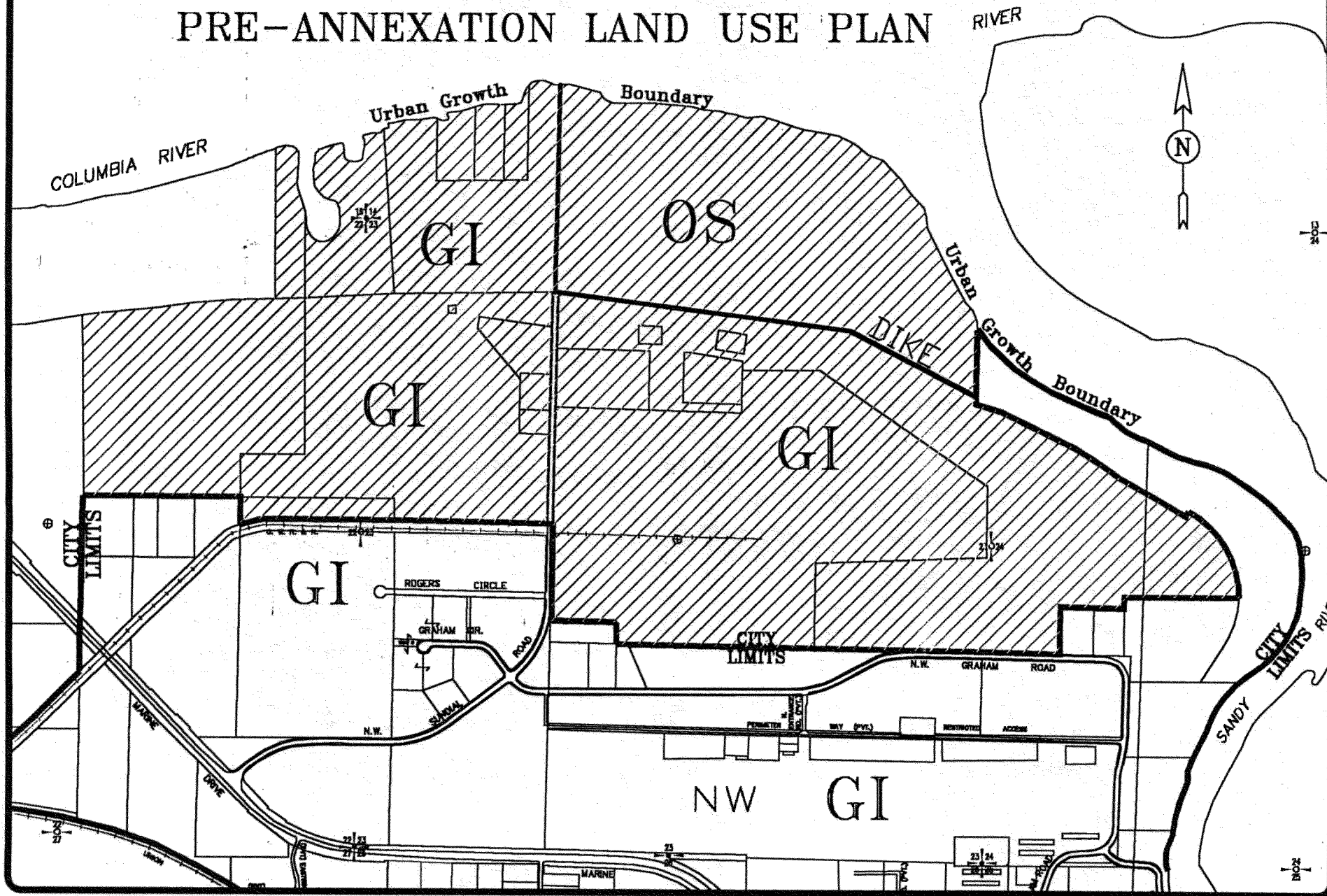
R-3 1/31/02 Updated Attachment

CITY OF TROUTDALE URBAN PLANNING AREA PRE-ANNEXATION LAND USE PLAN

Land Use Plan/Zone Designation

I/GI	Industrial/General Industrial
OS/NR / OS	Open Space and Natural Resource Uses / Open Space

1000'



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 973

Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and County Zoning Code Chapters to Adopt Troutdale's Zoning Code, Comprehensive Plan and Maps and Community Plans

(~~Struck through~~ language is deleted; double-underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. In 1998, the City and the County began a series of public meetings and developed a proposal to achieve compliance with the Functional Plan.
- e. On April 5, 1999, a public hearing was held before the Multnomah County Planning Commission on the proposal, and the Planning Commission forwarded a recommendation to the Board of County Commissioners for acceptance of the proposal.
- f. Direct mail notice, in compliance with ballot measure 56 was sent prior to the April 5, 1999 public hearing before the Multnomah County Planning Commission and before the January 24, 2002 public hearing before the Board of County Commissioners.
- g. On January 24, 2002, the Multnomah County Board of Commissioners conducted a public hearing on the first reading of this ordinance relating to City of Troutdale and County compliance with Metro's Functional Plan.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and Zoning Code Chapters are amended to include:

- A. City of Troutdale Zoning Code
- B. The Troutdale Comprehensive Plan
- C. The Troutdale Comprehensive Plan Maps
- D. The amended zoning maps attached

Section 2. MCC Chapter 11.10 is amended by the addition of the following subsection:

11.10.360 Replacement of portions of Community Plans with City of Troutdale Comprehensive Plans, Zoning Maps, and Codes.

(A) The County Comprehensive Framework Plan, and Community Plans, Rural Area Plans, Sectional Zoning Maps, and Multnomah County Zoning Code Chapters are amended to include:

- (1) City of Troutdale Zoning Code
- (2) The Troutdale Comprehensive Plan
- (3) The Troutdale Comprehensive Plan Maps
- (4) The amended zoning maps attached.

(B) Those portions of unincorporated Community Plans that lie within the City of Troutdale Urban Services Boundary are repealed and replaced by the respective City of Troutdale Comprehensive Plan and Community Plans.

(C) Land use codes and zoning maps implementing the County Community Plans are also replaced for those urban areas by the City of Troutdale Zoning Code and maps adopted by reference in those Ordinances.

Section 3. In accordance with ORS 215.427(3), the changes resulting from Sections 1 and 2 of this ordinance shall not apply to any decision on an application that is submitted before the effective date of this ordinance and that is made complete prior to the effective date of this ordinance or within 180 days of the initial submission of the application.

Section 4. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 5. The Multnomah County Board is not intending to delegate legislative authority on land use planning in the unincorporated areas in violation of Multnomah County Charter Section 2.20. The Board of County Commissioners hereby directs the staff to move forward to develop an Intergovernmental Agreement to transfer quasi-judicial authority in accordance with this ordinance, but not legislative authority for future code revisions and amendments to these documents. The Board wants to ensure Multnomah County residents will have an opportunity to testify and participate in revisions to zoning regulations in Unincorporated Multnomah County within the Urban Growth Boundary.

Section 6. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Multnomah County Board of County Commissioners acknowledge, authorize and agree that the City of Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Multnomah County Board of County Commissioners shall consider the recommendations of the Portland Planning Commission when legislative matters for the County unincorporated areas are before the Board for action.

Section 7. This ordinance will become effective upon entering into an Intergovernmental Agreement with the City of Troutdale to transfer quasi-judicial authority in accordance with this ordinance.

FIRST READING:

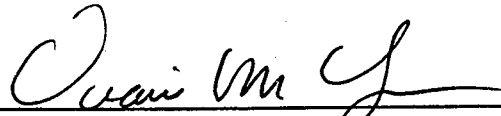
January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By 

Sandra N. Duffy, Deputy County Attorney

#1

SPEAKER SIGN UP CARDS

DATE 1-31-02
NAME CLAIRE KLOCK
ADDRESS 931 NE Salzman Rd
Coebolt, OR 97019
PHONE 503.695.5882
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Wildl. So. Habitat
GIVE TO BOARD CLERK R-4

#2

SPEAKER SIGN UP CARDS

DATE JAN 31, 2002
NAME STUART SANDLER
ADDRESS 19419 NW NEEDER Rd
PORTLAND
PHONE 503 681-3755
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-4
GIVE TO BOARD CLERK

MEETING DATE: January 31, 2002
AGENDA NO: R-4
ESTIMATED START TIME: 9:50 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: A Public Hearing of an Ordinance amending Multnomah County Code to adopt the Wildlife Habitat Conservation and Management Plan

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: DSCD DIVISION: Land Use Planning
CONTACT: Kim Peoples TELEPHONE #: (503) 988-3182
BLDG/ROOM #: 455/116

PERSON(S) MAKING PRESENTATION: Kim Peoples & Kathy Busse

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

First Reading of an ORDINANCE Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



DEPARTMENT OF
SUSTAINABLE COMMUNITY DEVELOPMENT
LAND USE PLANNING DIVISION

1600 SE 190TH Avenue
Portland, OR 97233
(503) 988-3043 FAX: (503) 988 -3389

Supplemental Staff Report

TO: Board of County Commissioners

FROM: Land Use Planning Division

DATE: January 31, 2002

RE: Wildlife Habitat Conservation and Management Plan Ordinance

1. **Recommendation/Action Requested:** Adopt the attached ordinance.
2. **Background/Analysis:** In 1997, the Oregon Legislature created the Wildlife Habitat Conservation and Management Program to encourage landowners to protect and enhance wildlife habitat on private lands. Administered by the Oregon Department of Fish and Wildlife, the program is a cooperative effort to reward landowners for taking on the important role of wildlife stewards. The state program requires that a landowner with qualifying property develop a wildlife habitat conservation and management plan. Once the habitat plan is implemented, property enrolled in the program may be assessed at the farm use rate, even though the property is not farmed.

Recently the program was amended by expanding the program as well as requiring that all counties participate unless they elect to opt out.
3. **Financial Impact:** None identified. For land that is currently in farm deferral for agricultural practice, the program would not provide a net gain or a net loss in revenue if the property owner were to shift the use of land to wildlife habitat. For land that is currently zoned for exclusive farm use but not in farm deferral, that parcel could now receive deferral status once an approved Wildlife Habitat Conservation and Management Plan is implemented.
4. **Legal Issues:** None identified.
5. **Controversial Issues:** None identified.
6. **Link to Current County Policies:** There are several County policies that support the legislative intent of the 1997 Oregon Legislature which is to reward landowners for taking on the important role of wildlife stewards.

Comprehensive Framework Plan

POLICY 16-D: Fish and Wildlife Habitat

It is the County's policy to protect significant fish and wildlife habitat, and to specifically limit conflicting uses within natural ecosystems within the rural portions of the County and sensitive big game winter habitat areas.

West Hills Rural Area Plan

POLICY 1: Where possible, use incentives, rather than restrictions or disincentives, to accomplish land use and other policies contained in the West Hills Rural Area Plan.

POLICY 25: Balance protection of significant streams with flexibility of use by property owners.

POLICY 26: Balance protection of wildlife habitat with flexibility of use by property owners.

East of Sandy River Rural Area Plan

Policy 49: Develop a recognition program for people showing good stewardship of streams and streamside property.

7. **Citizen Participation:** Multnomah County has policies that were developed during two rural area plans, with significant public input, which either conceptually or specifically support this program. In addition, 579 public notices were mailed out, pursuant to Ballot Measure 56, notifying property owners (with lands zoned EFU) of this proposed amendment and information about the program. A public hearing before the Planning Commission took place August 6, 2001 and testimony was heard. The testimony was unanimously in favor of the Program.

8. **Other Government Participation:** Multnomah County has had to coordinate internally with the Assessment and Taxation Division in implementing this program and will continue to do so as we move forward administratively to provide internal coordination. State and federal agencies participating in either review or implementation include the Oregon Department of Fish and Wildlife, Columbia River Gorge Commission, and United States Forest Service.

The Oregon Department of Fish and Wildlife (ODF&W) works with the landowner in developing the Wildlife Habitat and Conservation Management Plan and continues to oversee the Plan's implementation. The Planning staff will work together with ODF&W and County Assessment and Taxation in developing a streamline application process.

DECISION OF THE
MULTNOMAH COUNTY PLANNING COMMISSION

In the matter of recommending adoption of amendments)	RESOLUTION
to the Multnomah County Zoning Ordinance by the)	
Multnomah County Board of Commissioners regarding)	C 01-005
Wildlife Habitat Conservation and Management Plans as)	
a permitted use of land zoned for exclusive farm use)	

WHEREAS, The Planning Commission finds that the protection and preservation of the wildlife resources of this County ought to be encouraged by recognizing wildlife habitat conservation and enhancement as an allowed land use in areas zoned for exclusive farm use;

WHEREAS, The Oregon Legislature created the Wildlife Habitat Conservation and Management Program to encourage landowners to protect and enhance wildlife habitat on private lands;

WHEREAS, Administered by the Oregon Department of Fish and Wildlife, the program is a cooperative effort to reward landowners for taking on the important role of wildlife stewards;

WHEREAS, Property enrolled in the program is assessed at the farm use tax rate, even if the property is not farmed;

WHEREAS, There are several County policies that support the legislative intent of the 1997 Oregon Legislature, which is to reward landowners through the use of incentives to protect significant fish and wildlife habitat;

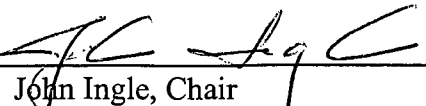
WHEREAS, On August 6, 2001, the Planning Commission held a public hearing to consider amendments to the Multnomah County Zoning Ordinance allowing Wildlife Habitat Conservation and Management Plans as an allowed use in the exclusive farm use zone and in the Columbia River Gorge National Scenic Area and to consider testimony from interested persons; and

WHEREAS, At the close of that hearing the Planning Commission recommended adoption of Wildlife Habitat Conservation and Management Plans as an allowed use in the exclusive farm use zone and Columbia River Gorge National Scenic Area.

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the proposed ordinance attached as Exhibit A be adopted by the Multnomah County Board of Commissioners.

APPROVED this 6th day of August 2001.

By 
John Ingle, Chair
Multnomah County Planning Commission
Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

(Struckthrough language is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

a. In 1993, the Oregon Legislature created the Wildlife Habitat Conservation and Management Program as a pilot program to selected counties. The program was established to remove disincentives for private landowners who want to provide high quality wildlife habitat on their properties. In 1997, the Oregon Legislature expanded the program to all counties, and in 2001 expanded it again and furthermore specified that counties must decide affirmatively not to participate by January 1, 2003.

b. Landowners that qualify and participate in the program are rewarded for their stewardship with assessed property values equivalent to assessed property values for farm use.

c. There are several County policies that support the legislative intent of the 1997 Oregon Legislature, which is to reward landowners through the use of incentives to protect significant fish and wildlife habitat. The Fish and Wildlife Habitat policy of the County's Comprehensive Framework Plan is to protect significant fish and wildlife habitat, and to specifically limit conflicting uses within natural ecosystems within the rural portions of the County and as well as sensitive big game winter habitat areas. Within the West Hills Rural Area Plan, several policies provide that where possible, use incentives, rather than restrictions or disincentives, to accomplish land use and other policies contained in the West Hills Rural Area Plan. Also, balance protection of significant streams and wildlife habitat with flexibility of use by property owners. Lastly, the East of Sandy River Rural Area Plan envisions a recognition program for people showing good stewardship of streams and streamside property.

d. County residents acknowledge that the protection and preservation of the wildlife resources of this County is a benefit and ought to be encouraged by recognizing wildlife habitat conservation and enhancement as an allowed land

use in areas zoned for exclusive farm use and enjoy the benefits offered by the State Wildlife Habitat Conservation and Management Program.

e. The Oregon Department of Fish and Wildlife, which administers the Wildlife Habitat Conservation and Management Program, acknowledges that the program is intended to apply to exclusive farm use zones and mixed farm and forest zones in the Columbia River Gorge National Scenic Area.

The Multnomah County Board of Commissioners Ordains as Follows:

Section 1. MCC subsections 11.15.2008, 33.2620, 34.2620, 35.2620 are amended as follows:

11.15.2008 Primary Uses

(Q) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

33.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

34.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

35.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

Section 2. MCC subsections 38.0015, 38.220, 38.2225 are amended as follows:

38.0015 Definitions

W(5) Wildlife Habitat Conservation and Management Plan: ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

(6)(5) Woody plant: A gymnosperm or angiosperm that develops persistent, hard, fibrous tissues.

38.2220 Allowed Uses

(A) The following uses are allowed on land designated GGA without review:

- (1) Agricultural use, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving ground disturbing activity, except new cultivation.

(B) The following uses are allowed on land designated GSA without review:

- (1) New agricultural uses as defined in MCC 38.0015, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving ground disturbing activity, and except where there would be potential impact to cultural or natural resources.

38.2225 Review Uses

(A) The following uses may be allowed on lands designated GGA pursuant to the provision of MCC 38.0035:

- (1) New cultivation, including actions implementing a Wildlife Habitat Conservation and Management Plan involving ground disturbing activity, except subject to compliance with MCC 38.7045, 38.7055, 38.7060, 38.7065, and 38.7070.

(B) The following uses may be allowed on lands designated GSA-40 pursuant to MCC 38.0035, provided that the use or development will be sited to minimize the loss of land suitable for the production of agricultural crops or livestock:

- (9) Structures and vegetation management activities for the purpose of wildlife, fisheries, or plant habitat enhancement projects, including actions implementing a Wildlife Habitat Conservation and Management Plan involving ground disturbing activity.

Section 3. The effective date of Chapters 33, 34, and 35 shall be _____, 2002.

Section 4. The effective date of Chapter 38 Columbia River Gorge National Scenic Area shall be specified by the Bi-State Gorge Commission after their review and approval.

FIRST READING: _____, 2002

SECOND READING AND ADOPTION: _____, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Sandra N. Duffy, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

(~~Struck through~~ language is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

a. In 1993, the Oregon Legislature created the Wildlife Habitat Conservation and Management Program as a pilot program to selected counties. The program was established to remove disincentives for private landowners who want to provide high quality wildlife habitat on their properties. In 1997, the Oregon Legislature expanded the program to all counties, and in 2001 expanded it again and furthermore specified that counties must decide affirmatively not to participate by January 1, 2003.

b. Landowners that qualify and participate in the program are rewarded for their stewardship with assessed property values equivalent to assessed property values for farm use.

c. There are several County policies that support the legislative intent of the 1997 Oregon Legislature, which is to reward landowners through the use of incentives to protect significant fish and wildlife habitat. The Fish and Wildlife Habitat policy of the County's Comprehensive Framework Plan is to protect significant fish and wildlife habitat, and to specifically limit conflicting uses within natural ecosystems within the rural portions of the County and as well as sensitive big game winter habitat areas. Within the West Hills Rural Area Plan, several policies provide that where possible, use incentives, rather than restrictions or disincentives, to accomplish land use and other policies contained in the West Hills Rural Area Plan. Also, balance protection of significant streams and wildlife habitat with flexibility of use by property owners. Lastly, the East of Sandy River Rural Area Plan envisions a recognition program for people showing good stewardship of streams and streamside property.

d. County residents acknowledge that the protection and preservation of the wildlife resources of this County is a benefit and ought to be encouraged by recognizing wildlife habitat conservation and enhancement as an allowed land

use in areas zoned for exclusive farm use and enjoy the benefits offered by the State Wildlife Habitat Conservation and Management Program.

e. The Oregon Department of Fish and Wildlife, which administers the Wildlife Habitat Conservation and Management Program, acknowledges that the program is intended to apply to exclusive farm use zones and mixed farm and forest zones in the Columbia River Gorge National Scenic Area.

The Multnomah County Board of Commissioners Ordains as Follows:

Section 1. MCC subsections 11.15.2008, 33.2620, 34.2620, 35.2620 are amended as follows:

11.15.2008 Primary Uses

(Q) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

33.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

34.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

35.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

Section 2. MCC subsections 38.0015, 38.220, 38.2225 are amended as follows:

38.0015 Definitions

W(5) Wildlife Habitat Conservation and Management Plan: ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

(6)(5) Woody plant: A gymnosperm or angiosperm that develops persistent, hard, fibrous tissues.

38.2220 Allowed Uses

(A) The following uses are allowed on land designated GGA without review:

- (1) Agricultural use, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving ground disturbing activity, except new cultivation.

(B) The following uses are allowed on land designated GSA without review:

- (1) New agricultural uses as defined in MCC 38.0015, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving ground disturbing activity, and except where there would be potential impact to cultural or natural resources.

38.2225 Review Uses

(A) The following uses may be allowed on lands designated GGA pursuant to the provision of MCC 38.0035:

- (1) New cultivation, including actions implementing a Wildlife Habitat Conservation and Management Plan involving ground disturbing activity, except subject to compliance with MCC 38.7045, 38.7055, 38.7060, 38.7065, and 38.7070.

(B) The following uses may be allowed on lands designated GSA-40 pursuant to MCC 38.0035, provided that the use or development will be sited to minimize the loss of land suitable for the production of agricultural crops or livestock:

- (9) Structures and vegetation management activities for the purpose of wildlife, fisheries, or plant habitat enhancement projects, including actions

implementing a Wildlife Habitat Conservation and Management Plan involving ground disturbing activity.

Section 3. The effective date of the amendments to Chapters 33, 34, and 35 shall be March 9, 2002.

Section 4. The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date of adoption by the Bi-State Gorge Commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING: January 31, 2002

SECOND READING AND ADOPTION: February 7, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Deputy County Attorney

Wildlife Habitat Conservation and Management Ordinance

Erratum

1) Page 3, Section 38.2220(A)(1) **Allowed Uses**

- (1) Agricultural use, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving stream, riparian or ground disturbing activity, except new cultivation.

2) Page 3 Section 38.2220(B)(1) **Allowed Uses**

- (1) New agricultural uses as defined in MCC 38.0015, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving stream, riparian or ground disturbing activity, and except where there would be potential impact to cultural or natural resources.

3) Page 3, Section 38.2225(A)(1) **Review Uses**

- (1) New cultivation, and/or including actions implementing a Wildlife Habitat Conservation and Management Plan involving stream, riparian or ground disturbing activity, except subject to compliance with MCC 38.7045, 38.7055, 38.7060, 38.7065, and 38.7070.

3) Page 3, Section 38.2225(B)(9) **Review Uses**

- (9) Structure and vegetation management activities for the purpose of wildlife, fisheries, or plant habitat enhancement projects, and/or including actions implementing a Wildlife Habitat Conservation and Management Plan involving stream, riparian or ground disturbing activity.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Adopting an Amendment to Multnomah County Code Chapters 11.15, 33, 34, 35, and 38 Providing for a Wildlife Habitat Conservation and Management Plan as an Allowed Use on Lands Zoned for Exclusive Farm Use

(~~Struckthrough~~ language is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

a. In 1993, the Oregon Legislature created the Wildlife Habitat Conservation and Management Program as a pilot program to selected counties. The program was established to remove disincentives for private landowners who want to provide high quality wildlife habitat on their properties. In 1997, the Oregon Legislature expanded the program to all counties, and in 2001 expanded it again and furthermore specified that counties must decide affirmatively not to participate by January 1, 2003.

b. Landowners that qualify and participate in the program are rewarded for their stewardship with assessed property values equivalent to assessed property values for farm use.

c. There are several County policies that support the legislative intent of the 1997 Oregon Legislature, which is to reward landowners through the use of incentives to protect significant fish and wildlife habitat. The Fish and Wildlife Habitat policy of the County's Comprehensive Framework Plan is to protect significant fish and wildlife habitat, and to specifically limit conflicting uses within natural ecosystems within the rural portions of the County and as well as sensitive big game winter habitat areas. Within the West Hills Rural Area Plan, several policies provide that where possible, use incentives, rather than restrictions or disincentives, to accomplish land use and other policies contained in the West Hills Rural Area Plan. Also, balance protection of significant streams and wildlife habitat with flexibility of use by property owners. Lastly, the East of Sandy River Rural Area Plan envisions a recognition program for people showing good stewardship of streams and streamside property.

d. County residents acknowledge that the protection and preservation of the wildlife resources of this County is a benefit and ought to be encouraged by recognizing wildlife habitat conservation and enhancement as an allowed land

use in areas zoned for exclusive farm use and enjoy the benefits offered by the State Wildlife Habitat Conservation and Management Program.

e. The Oregon Department of Fish and Wildlife, which administers the Wildlife Habitat Conservation and Management Program, acknowledges that the program is intended to apply to exclusive farm use zones and mixed farm and forest zones in the Columbia River Gorge National Scenic Area.

The Multnomah County Board of Commissioners Ordains as Follows:

Section 1. MCC subsections 11.15.2008, 33.2620, 34.2620, 35.2620 are amended as follows:

11.15.2008 Primary Uses

(Q) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

33.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

34.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

35.2620 Allowed Uses

(T) Wildlife Habitat Conservation and Management Plan pursuant to ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

Section 2. MCC subsections 38.0015, 38.220, 38.2225 are amended as follows:

38.0015 Definitions

W(5) Wildlife Habitat Conservation and Management Plan: ORS 215.800 to 215.802 and ORS 215.806 to 215.808. (Note: A proposed single-family residential dwelling in conjunction with a wildlife habitat conservation and management plan is not authorized by this section.)

(6)(5) Woody plant: A gymnosperm or angiosperm that develops persistent, hard, fibrous tissues.

38.2220 Allowed Uses

(A) The following uses are allowed on land designated GGA without review:

- (1) Agricultural use, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving stream, riparian or ground disturbing activity, except new cultivation.

(B) The following uses are allowed on land designated GSA without review:

- (1) New agricultural uses as defined in MCC 38.0015, including actions implementing a Wildlife Habitat Conservation and Management Plan not involving stream, riparian or ground disturbing activity, and except where there would be potential impact to cultural or natural resources.

38.2225 Review Uses

(A) The following uses may be allowed on lands designated GGA pursuant to the provision of MCC 38.0035:

- (1) New cultivation, and/or including actions implementing a Wildlife Habitat Conservation and Management Plan involving stream, riparian or ground disturbing activity, except subject to compliance with MCC 38.7045, 38.7055, 38.7060, 38.7065, and 38.7070.

(B) The following uses may be allowed on lands designated GSA-40 pursuant to MCC 38.0035, provided that the use or development will be sited to minimize the loss of land suitable for the production of agricultural crops or livestock:

- (9) Structures and vegetation management activities for the purpose of wildlife, fisheries, or plant habitat enhancement projects, and/or including

actions implementing a Wildlife Habitat Conservation and Management Plan involving stream, riparian or ground disturbing activity.

Section 3. The effective date of the amendments to Chapters 33, 34, and 35 shall be March 9, 2002.

Section 4. The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date of adoption by the Bi-State Gorge Commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING: January 31, 2002

SECOND READING AND ADOPTION: February 7, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Sandra N. Duffy, Deputy County Attorney

Submitted for
R-4
01-31-02

Habitat Conservation Practices

The following are some of the habitat conservation practices that may be included in plans submitted to Oregon Department of Fish and Wildlife as part of an Oregon Wildlife Conservation and Management Program Wildlife plan.

1. Invasive Species Control
2. Cover Vegetation
3. Wetland Development and/or Construction
 - Tile line alternation
4. Early, Mid and/or Late Successional Habitat Development
5. Recreation Trails
6. Tree Planting
7. Shrub Planting (for Botanical species diversity)
8. Streambank Planting
9. Hedgerow Planting
10. Wildlife Water Facility
 - Guzzlers
 - Spring development
11. Pond
 - Shallow and/or deep water
 - Incidentally benefit – flood control
12. Prescribed Burning
13. Prescribed Mowing
14. Stream channel stabilization
15. Stream Bank Protection

Clair Klock
931 NE Salzman Rd.
Corbett, OR 97019-9724
503.695.5882

Oregon Wildlife Habitat Conservation and Management Program
(Voluntary Landowner Participation)

Submitted for
R-4
01-31-02
CLAIR KLOCK

Effects on Farmland and Watershed Condition

1. Decreases Agricultural production
2. Decreases livestock nutrient input to surface and groundwater
3. Decreases crop nutrient input to surface and groundwater
4. Decreases pesticide input to surface and groundwater
5. Decreases soil erosion input to surface waters
6. Increases wildlife diversity
7. Increases wildlife populations
8. Increases botanical diversity
9. Decreases Stormwater impact
 - a. Decreases rate of stormwater runoff and Increases stormwater infiltration on land surfaces
 - i. By reducing soil compaction
 - ii. By increasing in vegetation cover and structure
10. Increased participation of landowners in conservation issues

Basic effects on Governmental organization

1. No net loss of tax revenues
2. Increases workload - oversight - Oregon Depart. of Fish & Wildlife
3. Increases workload - County Assessors Office
4. Decreases conservation easement costs
5. Decreases land purchase costs
6. Decreases (potential) in conservation payments
 - a. CRP (Conservation Reserve Program)
 - b. CREP (Conservation Riparian Enhancement Program)
 - c. Cost-shares for conservation practices
 - d. Riparian Tax Incentives program
 - e. Conservation easement
 - f. Land purchases

CLAIR KLOCK
981 NE Salmon Rd
Corbett, OR 97019-9724

cbklock@cascadeaccess.com
503.695.5882

MEETING DATE: January 31, 2002
AGENDA NO: R-5
ESTIMATED START TIME: 10:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for State Criminal Alien Assistance Program Funding

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Administration

CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503 / 350 / Simon

PERSON(S) MAKING PRESENTATION: Barbara Simon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and Requesting Approval to Register the County as a Jurisdiction Eligible to Receive Funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sheriff Dan Noelle

(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF

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

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: January 21, 2002
Requested Placement Date: January 31, 2002

I. Recommendation/Action Requested

Approve MCSO application for SCAAP (State Criminal Alien Assistance Program) funding from the Bureau of Justice Administration (BJA). In addition, request approval to register the County as a jurisdiction eligible to receive funds through its Chief Executive Officer, with the MCSO named as the jurisdictional point of contact.

II. Background Analysis

SCAAP provides Federal assistance to States and localities that are incurring costs of incarcerating undocumented people who have been accused or convicted of State and local offences.

III. Financial Impact

Payments are reimbursement for the actual housing of these offenders. BJA applies its apportionment formula to the program application. Payments from prior years are not indicators for future payments. Appropriation amounts are subject to funds availability and total number of applicants.

IV. Legal Issues

None

V. Controversial Issues

None

VI. Link to Current County Policies

Good Government

VII. Citizen Participation

None

VIII. Other Government Participation

BJA

#1

SPEAKER SIGN UP CARDS

DATE 1-31-02

NAME Smoky MAINWARING

ADDRESS 3341 DeHaven Rd

Hood River, Ore

PHONE 541-386-1779

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R6

GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 1-31-02

NAME OUTLAW. Jim

ADDRESS 3601 SE-156 Ave

PHONE 503-762-0476

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-6

GIVE TO BOARD CLERK

#3

SPEAKER SIGN UP CARDS

DATE 01-31-02

NAME SALVADOR CONTRERAS

ADDRESS 2700 SE 160TH
PORTLAND.

PHONE (503) 760-8835

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC RACIN LAW R-6

GIVE TO BOARD CLERK

Pacific Northwest Regional Council of Carpenters

Affiliated with the United Brotherhood of Carpenters and Joiners of America



Jerry Auvil

Lead Organizer

jc lide@aol.com

1125 SE Madison, Ste. 208

Portland, OR 97214

(503) 790-3818 Pager

(503) 232-0046 Office

(503) 258-0904 Fax



#4

SPEAKER SIGN UP CARDS

DATE 1/31/02

NAME Jerry Anvil

ADDRESS 16600 SE Morrison
PDX OR

PHONE 503 257 8722

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Street Racing. R-C

GIVE TO BOARD CLERK

MEETING DATE: January 31, 2002
AGENDA NO: R-6
ESTIMATED START TIME: 10:05 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amending MCC Chapters 15.813 and 15.999 and Adding Chapters 15.335 and 15.820

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Administration
CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503 / 350 / Simon

PERSON(S) MAKING PRESENTATION: Sgt. Dave Rader

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

First Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 15.813 & 15.999 and Adding §§ 15.335 & 15.820 Relating to Unlawful Bridge Use and Speed Racing, and Declaring an Emergency

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sheriff Dan Noelle
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: January 22, 2002
Requested Placement Date: January 31, 2002

I. Recommendation/Action Requested

Approval of amendments to MCC 15.813 and 15.999 and Adding 15.335 15.820 relating to unlawful bridge use and speed racing.

II. Background Analysis

People who unlawfully enter or remain on bridges endanger themselves as well as pose a danger to vehicular and boating traffic. Further, it is necessary to regulate pedestrian use of county-operated bridges. The additions to this ordinance make it unlawful for any person to enter, affix objects to, climb on, hang, swing, jump from or remain on any county operated bridge over the Willamette River, Sandy Rivers or Willamette Slough, unless engaged in bridge maintenance work or otherwise authorized by the county.

High-speed racing on public roadways is a growing problem for law enforcement an imminent threat to the safety of participants, spectators and the general public. The additions to this ordinance provide greater deterrents to speed racing by expanding the Oregon Vehicle Code prohibition to include single-car speed exhibitions and spectators and authorizing immediate impound of participant and spectator vehicles.

Spectator is a defined as a person who attends a speed racing activity for the purpose of encouraging speed racing.

III. Financial Impact

There is no financial impact to the county. However, both participants and spectators will be subject to a citation and impoundment of their vehicles.

IV. Legal Issues

The amendments to this ordinance were drafted by the County Attorney's Office.

VII. Controversial Issues

The additional language expands coverage of the ordinance as it relates to activities on our bridges and high speed racing on public roadways.

VIII. Citizen Participation

None

IX. Other Government Participation

None

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC §§ 15.813 & 15.999 and Adding §§ 15.335 & 15.820 Relating To Unlawful Bridge Use And Speed Racing, and Declaring an Emergency.

(Language ~~stricken~~ is deleted; double- underlined language is new.)

The Multnomah County Board of Commissioners Finds:

a. The County may make rules and regulations for the bridges it operates and maintains. People who unlawfully enter or remain on bridges endanger themselves as well as pose a danger to vehicular and boating traffic, and it is necessary to regulate pedestrian use of county-operated bridges.

b. High speed racing on public roadways is a growing problem for law enforcement and poses an imminent threat to the safety of participants, spectators and the general public. The Board wishes to provide greater deterrents to speed racing by expanding the Oregon Vehicle Code prohibition to include single-car speed exhibitions and spectators and authorizing immediate impound of participant and spectator vehicles.

Multnomah County Ordains as follows:

Section 1. MCC Chapter 15, Sheriff, is amended to add § 15.335 as follows:

§ 15.335* BRIDGE REGULATION

§ 15.335- Prohibited Activities.

It is unlawful for any person, to affix objects to, climb on, hang, swing, or jump from any county operated or maintained bridge over the Willamette River, Willamette Slough, Multnomah Channel or Sandy River, or remain in areas of the bridges not intended for public access, unless engaged in bridge maintenance work or otherwise authorized or permitted by the county.

Section 2. MCC Chapter 15, Sheriff, is amended to add § 15.820 as follows:

§ 15.820* MOTOR VEHICLES; DRIVING

§ 15.820- Speed Racing Prohibited.

(A) For purposes of this subchapter, the following definitions apply unless the context requires a different meaning:

SPEED RACING is defined as set forth in ORS 811.125.

SPECTATOR is a person who attends a speed racing activity for the purpose of encouraging such activity.

(B) It is unlawful for any person to participate in speed racing upon any street, public or private, or any premise open to the public, within unincorporated Multnomah County.

(C) It is unlawful for any person to be a spectator of speed racing within unincorporated Multnomah County.

(D) Any vehicle utilized within unincorporated Multnomah County in violation of this subchapter, including vehicles belonging to, or under the control of, spectators may be towed without notice, subject to the provisions of MCC § 15.813.

Section 3. MCC § 15.813 is amended as follows:

§ 15.813 Impoundment.

(A) When any motor vehicle is found standing or parked in or upon any street, road or highway or parking area of the county within the jurisdiction of this subchapter in violation of, and contrary to, any of the provisions of this subchapter applicable to stopping, standing or parking of vehicles or in violation of § 15.820 prohibiting speed racing, the owner or person entitled to possession of the motor vehicle or a spectator as defined in § 15.820, may be issued a citation and the vehicle removed or caused to be removed by the Sheriff and held at the expense of the owner or person entitled to possession. If a vehicle is so removed and held, the provisions relating to notice to owner, appraisal of value and owner reclaiming vehicle shall be followed in ORS 809.725 and ORS Chapter 819. If the vehicle is not redeemed within 30 days it will be disposed of as prescribed in ORS Chapter 819.

(B) The Sheriff may authorize another police agency to remove and hold motor vehicles that are found in violation of this subchapter or § 15.820, and may also define the geographical area within which the agency may order such removal. If a vehicle is so removed and held by another police agency, that agency shall provide notice to the owner of the removal in accordance with the procedures of the removing agency.

Section 4. MCC § 15.999 is amended as follows:

§ 15.999 Penalty.

(A) *General penalty.* Any person who violates any provision of this chapter for which no other specific penalty is provided shall, upon conviction, be punished by a fine of not more than the amount provided by state law for a Class A violation ~~\$1,000 or by imprisonment in the county jail for not more than one year, or both. No greater penalty shall be imposed, however, than the penalty prescribed by any state statute for the same act or omission.~~ Each day such violation continues shall constitute a separate offense. This penalty is in addition to and not in lieu of other procedures and remedies provided by this chapter or state law.

(B) *Curfew violations.* Any minor violating any of the provisions of §§ 15.050 or 15.051 may be apprehended and taken into custody as provided in ORS 419.760, and may be subjected to further proceedings as provided therein.

Section 5. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter of Multnomah County.

FIRST READING AND ADOPTION:

January 31, 2002

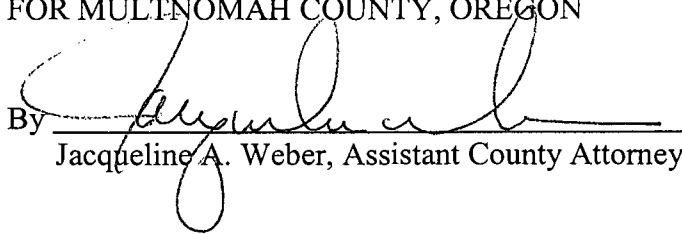
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Jacqueline A. Weber, Assistant County Attorney

Comments regarding R-6

Commissioner Lonnie Roberts

January 31, 2002

First, I would like to take the opportunity to thank the Sheriff's Office for bringing these important issues forward. I believe the issue of drag racing has caused too much grief and sorrow and jeopardizes the safety of our young people and our community. It can no longer be ignored and we need to crack down severely on those participating in this activity. I strongly support the sanctions proposed on the racers including the towing of the vehicle. I would go even further to suggest that we approach the legislature and seek a change in statute to allow the confiscation of the drivers' license similar to a dui arrest. I have talked to Chief Bernie Guisto of the Gresham PD and he will be meeting with Mark Kroeker of the Portland Police Dept. to propose making drag racing a traffic crime which will allow incarceration. It is my understanding they will approach the Association of Chiefs of Police to place this item on their legislative agenda.

Regarding the issue of , “The Spectator”. The proposal talks about impounding the cars of spectators. I believe that we should approach this at several levels. First of all not all spectators are driving a vehicle. My recollection is that you may have up to 5 passengers in a vehicle that may be encouraging the racers. I would like to see that all spectator participants are dealt with. Therefore I would propose that all spectator participants, as defined, be cited. This would include all passengers or occupants of a vehicle, and that the vehicle itself be towed. In talking with Sheriff Office representatives it is clear that the citation tool, in regards to spectator participants, may not have been utilized fully. I would further propose that if a spectator who has been cited in the past and is still participating in the illegal activity should have their vehicle towed. I understand that if a DMV computer check is done on the individuals then you can make the determination of past citations. I believe that this approach is inclusive and will be effective and fair. I would also encourage our law enforcement agencies to provide a safe alternative to these young people. Chief Bernie Guisto of the Gresham Police Dept. currently has a race the cop program which I believe could be a regional model in providing an outlet to these young people.

I have talked to District Attorney Mike Schrunk, and Presiding Judge James Ellis in regards to this issue. I have asked them, as we adopt an ordinance, whatever it may look like, that they prosecute and adjudicate to the fullest.

To accomplish this task I would ask that we separate the bridge ordinance out from the drag racing portion of the proposal. I think it clouds the importance of the drag racing issue. I would then ask that we consider the drag racing ordinance as a emergency item for next week so that we may have further discussion. I would also ask that during the weekly staff meeting that we invite the D.A.'s office along with County Counsel to craft an ordinance that may be broad enough and effective enough to include all participants in this insidious activity. Thank you.

MEETING DATE: January 31, 2002
AGENDA NO: R-7
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Class III – Intergovernmental Agreement designating Oregon Health & Sciences University as a Primary Provider for Child and Adult Outpatient Mental Health services

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCFS DIVISION: Managed Care

CONTACT: James McConnell/Rita Rathkey TELEPHONE #: (503) 988-3999, ext. 26466
BLDG/ROOM #: 166/5

PERSON(S) MAKING PRESENTATION: James McConnell and/or Rita Rathkey

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Expenditure Agreement 4600002886 Designating Oregon Health Sciences University as a Primary Provider for Child and Adult Outpatient Mental Health Services

02/01/02 ORIGINALS TO DARIN COLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

Managed Care Division

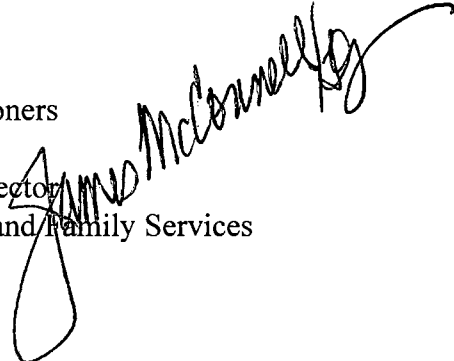
421 SW Sixth, Suite 500
Portland, Oregon 97204
503-988-3999
503-988-5870 fax
TDD 503-988-3598

TO: Board of County Commissioners

FROM: Jim McConnell, Interim Director
Department of Community and Family Services

DATE: January 18, 2002

SUBJECT: Intergovernmental Agreement: FY01/02-02/03 Contract with Oregon Health Sciences University



I. Recommendation: The Department of Community and Family Services recommends Board of County Commissioners approval of the attached Mental Health Outpatient Primary Provider Monthly Allotment contract with Oregon Health Sciences University (OHSU) for the period January 1, 2002 through December 31, 2002.

II. Background/Analysis: The Department of Community and Family Services is contracting with this provider to purchase child and adult outpatient mental health services for Verity members and Indigent Consumers. This is a Primary Provider Monthly Allotment contract for provision, directly or indirectly of outpatient covered services to Multnomah County OHP enrollees and Indigent clients including access, assessment, medically appropriate mental health treatment and/or appropriate referral.

III. Financial Impact: Funds for this contract through June 30, 2002 are in the Department budget. The expectation is that funds for July 1, 2002 through December 31, 2002 will be approved for the FY02-03 pursuant to the Mental Health Redesign Plan. These services are purchased on a Variable Monthly Allotment basis at a total funding level of \$1,386,751.00. This is a risk-bearing agreement that shifts The County's liability for the Consumer's treatment to OHSU as the Primary Provider.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This contract is closely aligned with Resolution 01-153, which adopted the "System of Care" Values and Principles for the Child and Family Mental Health System Redesign dated 11-29-01.





Department of Community and Family Services

MULTNOMAH COUNTY OREGON

Managed Care Division

421 SW Sixth, Suite 500
Portland, Oregon 97204
503-988-3999
503-988-5870 fax
TDD 503-988-3598

VII. Citizen Participation: N/A

VIII. Other Government Participation: This agreement transfers the responsibility for a portion of the covered lives contracted to Multnomah County from the State Mental Health Organization Agreement at the Department of Human Services 2001-2003 County Financial Assistance Agreement revenues.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002886

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>01.31.02</u> DEB BOGSTAD, BOARD CLERK


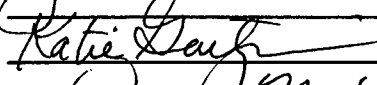
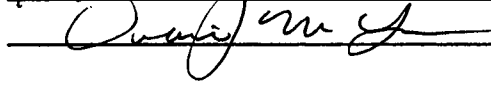
Department:	Community and Family Services	Division:	Managed Care	Date:	January 18, 2002
Originator:	Rita Rathkey	Phone:	26466	Bldg/Rm:	166/5
Contact:	Darin Colby	Phone:	29798	Bldg/Rm:	166/5

Description of Contract **This contract purchases Child and Adult Mental Health Outpatient services for Verity members and Indigent Consumers.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):	4600001361
RFP/BID:	RFP/BID DATE:	
EXEMPTION: FX02-490	EXEMPTION EXPIRATION:	ORS/AR
#/DATE: 12/28/01	DATE: 9/30/05	#:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor	Oregon Health & Sciences University	
Address	3181 SW Sam Jackson Park Road	Remittance Address
	Portland, OR 97201	(If different)
Phone	(503) 494-2381	Payment Schedule / Terms
Employer ID# or SS#	93-1176109	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date	January 1, 2002	<input checked="" type="checkbox"/> Monthly \$ Variable Allotment <input type="checkbox"/> Net 30
Termination Date	December 31, 2002	<input type="checkbox"/> Other \$ <input checked="" type="checkbox"/> Other
Original Contract Amount \$	0 + Requirements	*Initial payment includes 1 st and last months payment of \$231,126.00
Total Amt of Previous Amendments \$		<input checked="" type="checkbox"/> Requirements \$ <u>\$1,386,751.00</u>
Amount of Amendment \$		
Total Amount of Agreement \$	0 + Requirements	Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager		DATE	1/22/02
Purchasing Manager		DATE	
County Counsel		DATE	1/18/02
County Chair		DATE	1-31-02
Sheriff		DATE	
Contract Administration		DATE	

VENDOR CODE SAP #41652						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											



MULTNOMAH COUNTY OREGON

COUNTY COMMISSIONERS

DIANE M. LINN, CHAIR
MARIA ROJO DE STEFFEY, DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF SUPPORT SERVICES

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD., 4th FLOOR
PO BOX 14700
PORTLAND, OREGON 97293-0700
TDD (503) 988-5170

CENTRAL PROCUREMENT AND
CONTRACT ADMINISTRATION
SECTION (CPCA)
PHONE (503) 988-5111
FAX (503) 988-3252

MEMORANDUM

TO: Lorenzo Poe, Director
Community and Family Services

FROM: Franna Hathaway, Manager
Central Procurement and Contract Administration

DATE: December 28, 2001

RE: Exemption Number: FX02-490
Blanket Exemption: Phase II of Mental Health Redesign

I find that the attached Blanket Exemption request from the RFP process to contract with Mental Health Managed Care Providers under Phase II of the Mental Health Redesign meets the requirements of Administrative Procedure PUR-1, Section XII, A.

This exemption period shall be from January 1, 2002 to September 30, 2005.

c: Gerald E Jelusich



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

TO: Franna Hathaway, Manager
Central Procurement & Contract Administration

FROM: Jim McConnell, Acting Director
Department of Community and Family Services

DATE: December 18, 2001

SUBJECT: Request for a Blanket Exemption approving our alternative acquisition approach to contract with MH Managed Care Providers under Phase II of the Mental Health Redesign

Request for Exemption: The Department of Community and Family Services (DCFS), Managed Care Division, is seeking the authority to continue the transformation of the existing Mental Health system of care by moving into Phase II of the approved Mental Health Redesign Plan. During this Phase we intend to terminate the existing Mental Health Networks and offer all of the qualified Mental Health Providers either a Primary Provider, Specialized Service, or Fee-For-Service "Monthly Allotment" transition type of contracting arrangement. This exemption would provide procurement authority to contract with all contractors certified to provide Mental Health services who are willing to accept one of the offered contract types. The effective period of this exemption would permit contracting under this new procurement approach from January 1, 2002 through September 30, 2006.

Basis for Exemption: The RFP exemption amendment request is based on PUR-1, Section XII, Paragraph A 1 d: "Contracts for which the rates for the services being purchased are established by Federal, State, County, or other regulatory authority and an alternative process for soliciting and approving qualified contractors is approved in advance by the Purchasing Manager."

Background: Two years ago, it was finally recognized that the area mental health system of care contained fundamental weaknesses that could not be corrected within the existing program framework. As a result, and at the direction of the Chair, DCFS undertook a virtual redesign of the entire mental health system. Phase I, as provided for in Resolution 01-109, dated August 9, 2001, initiated the creation of a Crisis Phone line system (FX02-0445 and RFP P02-6949), walk-in clinics (FX02-0470), mobile crisis teams (FX02-0472), the acquisition of a secure evaluation facility (P02-6864), the development of acute care hospital alternatives (FX97-72 Amended) and acute care coordination (moved in-house). In Phase II, we expect to continue the systemic revitalization by dismantling the long-standing managed care organization that featured "Networks" of providers. This managed care system was formed under RFP 952-62-0314, and created two networks (led by Advanced Behavioral Health and Human Services Alliance). Virtually all of our managed care providers were under one of these two networks. There are some few providers not associated with one of the networks, but they are generally providers of niche or specialty services (like specializing in PostTraumatic Stress Syndrome or eating disorders for adolescents) and represent a tiny fraction of the total services provided under our system of care.

Our intent in Phase II is to abandon the network structural approach over the next year and move towards a "clinical accountability" contract approach. In the next year, starting January 1, 2002, we intend to convert all of our current managed care mental health provider contracts to one of several types of contracting arrangements. Our primary providers (those agencies that provide the vast majority of our

client interactions and care) will receive a contract arrangement known as a Primary Provider Capitation Contract. These contracts feature a risk sharing formula that will potentially financially reward those contractors who do a good job of reducing the need for the more expensive residential-types of care through aggressive follow-up and a focus on cure- and person- centered treatments. For this coming transition year only, we also intend to offer the current providers a temporary contract arrangement that does not have risk-sharing elements (we have referred to this contract type as the "monthly allotment" transition arrangement, as it is will be similar to their current 'network' contracts they have now). The intent is to permit the non-primary provider contractors currently offering services under the now defunct network system arrangement to have time to assess the new system of care approach and determine how they will best fit under the new arrangements. Over the next year, some of these agencies will elect to accept the risk sharing contract arrangement, others may chose to combine with other mental health agencies, some may develop specialty services, and potentially a few may ultimately opt to leave the mental health managed care arena. In effect, we expect that for the next year only we will have four categories of contractors: Primary Care providers, Providers with "monthly allotment" transition contracts, Specialty services providers, and providers of Indigent medications, under some kind of Fee-For-Service arrangement. After the transition year, the provider transition contracting arrangement with "monthly allotments" will drop out, and we will have three types of contracting arrangements: risk-sharing Primary Care provider contracts, Specialty Service providers under some kind of Fee-For-Service arrangement, and providers of Indigent medications.

All of the contractors who provide mental health services must be licensed by the State of Oregon. We therefore intend to offer a contract of one type or another to every State certified contractor who requests a contract and will make an award to all that are willing to accept our contract arrangements. Since no contractor who is certified by the State to provide services will be refused a contracting opportunity, we are not in a competitive situation. Furthermore, we intend to audit the current providers on a continual basis to ensure they are meeting the County and State/Federal service and quality requirements. Therefore, we seek an exemption granting permission to pursue this acquisition approach for implementing our revised County Mental Health System of Care.

If this exemption were approved, it would be effective January 1, 2002 and expire September 30, 2006. If additional information is required, please contact Gerald E. Jelusich at extension 24692.

MAW 12/18



MULTNOMAH COUNTY

PRIMARY PROVIDER

**MENTAL HEALTH
SERVICES**

MONTHLY ALLOTMENT CONTRACT

TABLE OF CONTENTS

I. PREAMBLE.....	1
II. TERM OF THE CONTRACT.....	1
III. CONTRACT CONVERSION AND RENEWAL	1
IV. CONTRACT DOCUMENTS.....	1
V. RECITALS.....	1
VI. DEFINITIONS.....	2
VII. STATEMENT OF WORK.....	6
A. SERVICES.....	6
B. SERVICE COMPLIANCE STANDARDS.....	7
C. NOTICE TO COUNTY OF PROGRAM CHANGE.....	8
D. CONTRACTOR PRIMARY CARE AUTHORIZATION.....	8
E. CONTRACTOR INABILITY TO PERFORM.....	9
F. CLIENT CHOICE – PRIMARY CARE AUTHORIZATIONS.....	9
G. QUALITY MANAGEMENT PLAN: CULTURAL COMPETENCY	9
H. LANGUAGE INTERPRETER SERVICES.....	11
I. QUALITY MANAGEMENT PLAN: CONSUMER AND FAMILY-CENTERED PRACTICES PLAN.....	11
J. QUALITY MANAGEMENT PLAN: PREVENTION, EDUCATION AND OUTREACH.....	12
K. ACUTE CARE COORDINATION.....	12
L. LONG TERM CARE REQUESTS.....	13
M. NON PAYMENT FOR INADEQUATE PERFORMANCE.....	13
N. APPEAL ON DETERMINATION.....	13
VIII. COUNTY OBLIGATIONS.....	14
A. PROVIDER PANEL LISTING.....	14
B. MULTNOMAH CALL CENTER (MCC).....	14
C. MOBILE CRISIS UNIT (MCU).....	14
D. WALK IN CLINICS.....	14
E. FLEX FUNDS.....	14
F. INTERPRETER SERVICES.....	15
IX. COMPENSATION	15
A. MONTHLY ALLOTMENT.....	15
B. INCOMPLETE OR LATE ENCOUNTER DATA.....	15
C. THIRD PARTY RESOURCES.....	16
D. CONTRACT FUNDING LIMIT.....	16
E. DUAL BILLING.....	16
X. CONTRACTOR GENERAL OBLIGATIONS.....	16
A. NON-DISCRIMINATION IN TREATMENT OF CONSUMERS BY CONTRACTOR.....	16
B. COMPLIANCE WITH APPLICABLE LAWS AND LICENSES.....	16
C. CREDENTIALING.....	17
D. FINANCIAL REPORTING.....	17
E. USE OF UNLICENSED STAFF.....	17
F. REFERRAL REQUIREMENTS.....	17
G. NOTICE OF ACTION, COMPLAINT AND APPEAL PROCEDURES.....	17
H. PRACTITIONER.....	18
I. ABUSE REPORTING.....	18
J. PROTECTIVE SERVICES REQUIREMENTS.....	18
K. CRITICAL INCIDENTS INVOLVING CONSUMERS.....	18

L. CONTRACT MONITORING AND QUALITY MANAGEMENT PROGRAMS.....	19
M. CLINICAL RECORD MAINTENANCE, RETENTION AND ACCESS.	19
N. CLIENT PROCESS MONITORING SYSTEM (CPMS) REQUIREMENTS.....	20
O. NOTIFICATION REQUIREMENTS.	20
P. INSURANCE AND BONDING.	21
Q. CERTIFICATION OF INSURANCE COVERAGE AND LICENSURE.	21
R. FISCAL, ADMINISTRATIVE, AND AUDIT REQUIREMENTS.....	21
S. DISASTER RESPONSE.....	23
XI. CONFIDENTIALITY	23
A. STATE AND FEDERAL STATUTES.	23
B. MAINTENANCE OF RECORDS.	23
C. DISCLOSURE.....	23
XII. INDEMNIFICATION/HOLD HARMLESS	24
XIII. TERM AND TERMINATION	24
A. TERMINATION.	24
B. CONTINUING TREATMENT AT TERMINATION.....	25
XIV. TERMS AND CONDITIONS.....	25
A. INFORMATIONAL MATERIALS.....	25
B. ASSIGNMENT.....	25
C. COUNTERPARTS.....	25
D. GOVERNING LAW.....	25
E. INDEPENDENT CONTRACTOR.....	26
F. AMENDMENTS.....	26
G. NOTICES.....	26
H. SEVERABILITY.....	26
I. SURVIVAL.....	26
J. WAIVER.....	27
K. PATIENT SELF-DETERMINATION.....	27
L. FORCE MAJEURE.....	27
M. NON APPROPRIATION CLAUSE.....	27
N. OWNERSHIP/SUCCESSORS OF INTEREST.....	27
O. MERGER CLAUSE.....	28
XV. COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS.....	28
A. CRIMINAL RECORD BACKGROUND CHECKS.....	28
B. ACCESSIBILITY.....	28
C. APPLICATION, ACCEPTANCE, USE AND AUDIT OF FEDERAL AND STATE FUNDS.....	29
D. FEDERAL CONTRACT REQUIREMENTS.....	29
E. CONDITIONS OF PAYMENT AND HOURS OF WORK.....	29
F. DISPLACED PERSONS.....	29
G. DRUG-FREE WORKPLACE.....	29
H. ENERGY CONSERVATION.....	30
I. ENVIRONMENTAL PROTECTION.....	30
J. LOBBYING FOR FUNDS.....	30
K. OREGON TAX LAWS.....	31
L. PRO-CHILDREN ACT OF 1994.....	31
M. NON-DISCRIMINATION.....	31
XVI. CONTRACTOR DATA AND SIGNATURE	32
<u>EXHIBIT 1 – List of Approved Subcontractors.....</u>	<u>E1</u>
<u>EXHIBIT 2 – Insurance Requirements.....</u>	<u>E2</u>
<u>EXHIBIT 3 – Certification Statement for Corporation or Independent Contractor.....</u>	<u>E3</u>
<u>EXHIBIT 4 – Workers’ Compensation Exemption Certificate</u>	<u>E4</u>
<u>EXHIBIT 5 – Criminal History Records Check.....</u>	<u>E5</u>

**PRIMARY PROVIDER
Monthly Allotment Contract**

I. Preamble

This agreement is entered into between **Multnomah County Department of Community and Family Services**, 421 SW Sixth Avenue, Portland, OR 97204, hereinafter referred to as **COUNTY**, and, **Oregon Health & Sciences University** with an office at, 3181 SW Sam Jackson Park Road, Portland, OR 97201, and at other sites as indicated in Exhibit 1 attached hereto. The term **CONTRACTOR** as used herein shall refer collectively to all such contractor and subcontractor sites.

II. Term of the Contract

This Contract shall be effective from January 1, 2002, through December 31, 2002, or until terminated pursuant to Section XII of this Contract.

III. Contract Conversion and Renewal

- A. No later than November 1, 2002, COUNTY, based on a review of providers service quality and utilization will notify if COUNTY is offering provider an option to renew this contract and any qualifications on the renewal.
- B. If COUNTY extends a renewal offer, CONTRACTOR shall elect to convert this Contract to either a capitation or fee for service payment basis or notify COUNTY no later than December 1, 2002, of its intent not to renew.
- C. Renewal of this Contract shall be by amendment clearly defining any change in the terms and conditions.

IV. Contract Documents

This Contract includes this document and:

Exhibit 1 - List of Approved Subcontractors	1 Page
Exhibit 2 - Insurance Requirements	1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	1 Page
Exhibit 4 - Workers Compensation	1 Page
Exhibit 5 - Criminal History Records Check	1 Page
Attachment A - IGA Contract and Release Order	2 Pages

This document and all referenced attachments constitute the entirety of the Contract.

V. Recitals

COUNTY, pursuant to contracts with the State of Oregon, is engaged in the business of arranging for the provision of medically appropriate mental health services to OHP eligibles

enrolled in the Multnomah County mental health organization and residents of Multnomah County who qualify for General Funds. COUNTY is required to create a service system to provide such mental health services. This service population is collectively herein after referred to as "Consumers" unless otherwise noted.

VI. Definitions

Key terms, abbreviations and definitions used in this Contract.

"Active Treatment" – Aggressive, consistent implementation of a program of individualized treatment services.

"Acute Care" – Intensive, psychiatric services provided on a short-term basis to a person experiencing significant symptoms of a mental disorder that interfere with the person's ability to perform activities of daily living.

"Acute Care Coordinators" – Multnomah County employees who coordinate with referring clinicians to develop medically appropriate treatment options for clients, to assist with Acute Care Authorization and with referral to the least restrictive and most clinically appropriate setting.

"Assessment" - The determination of a person's need for Covered Services. It involves the collection and evaluation of data pertinent to the person's mental history and current problem(s) obtained through interview, observation, and record review. The assessment begins with a determination of whether CONTRACTOR is able to serve the Consumer in a manner that is culturally and linguistically competent. The Assessment concludes with one of the following: (1) documentation of a DSM Diagnosis providing the clinical basis for a written Treatment Plan; or (2) a written statement that the person is not in need of Covered Services. Other disposition information such as to whom the person was referred is included in the clinical record.

"Authorization" – a guarantee of payment for designated services if provided within terms and conditions of this Contract and the Authorization itself.

"Contract" – Refers to the entirety of this contract agreement including any contract amendments, attachments and exhibits.

"Contractor" – Refers to the provider, agency, individual or facility, and their subcontractors, engaged in this Contract with Multnomah County.

"Consumer" – An individual accessing publicly funded Multnomah County mental health service who is either an OHP eligible enrolled in the Multnomah County mental health organization or is determined eligible for service as indigent.

"Covered Outpatient Services" – Those services included in the Capitation Payment to the CONTRACTOR under this Contract for the provision of Medically Appropriate services to Consumers. Covered Outpatient Services include: mental health screening and assessment, and for any OHP covered diagnosis, medically appropriate treatment and/or referral, case

management and coordination of services. All such services must be culturally and linguistically competent for the Consumer. Covered Outpatient Services also include referral and coordination of service for acute, sub acute, and respite care, but do not include direct provision or payment for such services.

"Clinical Accountability" – a system in which a Consumer's provider organization and primary clinician assume responsibility for assuring Consumer's continuity of care across the whole range of mental health services.

"Critical Incident" - An incident involving a Consumer which results in:

- i. Death,
- ii. Injury to client caused by other than accidental means or by willful infliction of physical pain or harm occurring in unusual circumstances,
- iii. Significant health or safety risk to client,
- iv. Sexual or physical assault, contact, harassment, or exploitation by staff, or
- v. Any event likely to elicit heightened public interest or litigation.

"Culturally Competent" – The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other differences of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural Paraprofessionals as intermediaries with professional staff.

"Emergency Service" – Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness or exacerbation of an illness that would have meant risk of permanent damage to the Consumer's health.

"Emergency Situation" – A mental health condition manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (1) serious jeopardy to the health of the Consumer, (2) serious impairment of bodily function, or (3) serious dysfunction of any bodily organ or part.

"Flex Fund Services" – County administered fund available for provision of motel, restaurant, transportation and other non-treatment services.

"Flexible Services" - A treatment service that is an alternative or addition to a Traditional Service that is as likely or more likely to effectively treat the mental disorder as documented in the OMAP Consumers Clinical Record. Flexible Services may include, but are not limited to: Respite Care, Partial Hospitalization, Sub acute Psychiatric Care, Family Support Services, Parent Psychosocial Skills Development, Peer Counseling, and other non-Traditional Services identified.

"Home Based Stabilization" –A service where peers or family members assist consumers in crisis in a community setting to reduce the likelihood of more intensive treatment services.

"Hospitalization Criteria" – Psychiatric inpatient treatment is considered medically appropriate only if the following criteria are met:

1. A mental disorder must be the primary cause of the signs and symptoms, which make inpatient care treatment necessary.
2. Medical cause(s) of mental or behavioral symptoms must be ruled out or be very unlikely given the clinical circumstances. The following special populations must have a medical clearance performed by a licensed medical practitioner prior to any consideration of inpatient psychiatric acute care:
 - People over age 65 with the recent onset of behavioral symptoms or an acute change in mental status.
 - Medically fragile/complex persons of any age.
 - People who are residents of nursing homes or congregate care facilities.
 - People being referred from emergency rooms or hospitals.
3. Intoxication must be ruled out as the primary cause of the signs and symptoms, which make hospitalization necessary.
4. Acute inpatient treatment must be likely to be effective for stabilization and/or improvement of the signs and symptoms produced by the mental disorder.
5. Outpatient alternatives must be demonstrated to be less likely to be effective, more likely to be intrusive, unavailable or too dangerous.
6. In addition to the above criteria, indigent residents must meet the emergency hold criteria under ORS Chapter 426 and, in fact, be placed on a hold.

Multnomah County will authorize extensions beyond the originally authorized hospitalization period only for "Active Treatment" as defined in these definitions.

"Indigent Resident" – An individual residing in Multnomah County and requiring mental health treatment services, including inpatient psychiatric acute care, for whom no public or private insurance, or other funding sources are available.

"Long Term Care" – Inpatient psychiatric services delivered in an Oregon State operated Hospital after Usual and Customary care has been provided in an Acute Inpatient Hospital Psychiatric Care setting or JCAHO Residential Psychiatric Treatment Center for children under the age 18 and the individual continues to require a hospital level of care.

"Medically Appropriate" – Services and supplies, which are required for prevention (including relapse), diagnosis, or treatment of mental disorders and which are appropriate and consistent with the diagnosis; consistent with treating the symptoms of a mental illness or treatment of a mental disorder; appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective; not solely for the convenience of the Consumer or provider of the service or supply; and the most cost effective of the alternative levels of Covered Services or supplies which can be safely and effectively provided to the Consumer in the CONTRACTOR's judgement.

"Mobile Crisis Unit" – COUNTY provided crisis service for mental health response on site to individuals unable or unwilling to access services at a walk in clinic, a provider clinic or hospital emergency room. Mobile Crisis services may be accessed only through the Multnomah Call Center.

"Multnomah Call Center (MCC)" – COUNTY provided service to individuals in need of

mental health system information and referral, acute care coordination, or crisis information. The Call Center will be staffed with Acute Care Coordinators. Callers in need of non urgent or non emergent services will be assigned to qualified providers of which CONTRACTOR is one.

"MHO" – Mental Health Organization.

"OAR" – Oregon Administrative Rules.

"OHP" – Oregon Health Plan.

"OMAP" - Office of Medical Assistance Programs: The State agency that coordinates the Medical Assistance Programs funded through Title XIX, and which reimburses providers for services provided to Title XIX eligible individuals who are not enrolled in a managed care plan.

"OMAP Member" – Any person covered by the OHP, whether or not the person is enrolled in a managed care plan.

"OMHAS" – Office of Mental Health and Addiction Services.

"Outreach" - Services provided away from the service provider's office, clinic or other place of business in an effort to identify or serve OHP Members who might not otherwise obtain, keep or benefit from usual appointments. Such services include, but are not limited to, community-based visits with an OHP Member in an attempt to engage him or her in Medically Appropriate treatment, and providing Medically Appropriate treatment in a setting more natural or comfortable for the OHP Member.

"Paraprofessional" – A worker who does not meet the definition of QMHA or QMHP but who assists such associates and professionals.

"Prevention" - Services provided to stop, lessen or ameliorate the occurrence of mental disorders.

"Primary Care Authorization"- Prepayment authorization to a primary care provider selected by a Consumer (or in the absence of Consumer selection, COUNTY selection) to provide approved mental health services for that Consumer.

"Provider Manual" – COUNTY issued Manual summarizing Provider requirements, Quality Assurance standards, reporting etc. The Manual is a dynamic resource. COUNTY'S Provider Manual serves an administrative purpose in implementing the relationship between the parties. In case of a discrepancy between the Provider Manual and the terms of this Contract, the latter shall prevail.

"Primary Provider" – A panel provider selected by Consumer or COUNTY and authorized by COUNTY as responsible for Consumer's care by either direct service or referral to Medically Appropriate services.

"Provider Organization" – Agency or individual licensed, certified and/or authorized by law to render professional health services to OMAP Members.

“Provider Panel” - The group of providers under contract with Multnomah County to provide services to Members.

“Psychiatric Acute Care” – Acute Care provided in a psychiatric hospital with 24-hour medical supervision.

“Respite Services” - Services provided in a properly licensed 24-hour facility by non-medical professionals within their scopes of licensure or certification. Services must be reasonably expected to improve or maintain the condition and functional level and prevent relapse or hospitalization. Services include assessment, supervision, daily structure and support, and case coordination.

“Screening” – Face-to-face or telephone or other electronic interview conducted by a QMHP to assess immediate mental health needs of a client, and to establish the severity of the illness and the provisional diagnosis for the purpose of facilitating access to an appropriate mental health clinical provider for full assessment and treatment. Screenings must be conducted in a manner best calculated to be culturally competent.

“Specialty Contractor” – A Contractor providing a specific mental health service or providing mental health service to a specific population of Consumers.

“State” – Oregon State government.

“Sub Acute Psychiatric Care” – Care characterized by the commitment of treatment resources toward the resolution or amelioration of a significant, but not serious, mental health problem over a relatively short period of time.

“Subcontractor” – An individual, agency or other organization which provides Covered Services under a contract with Multnomah County’s contractors, and agrees to bill in accordance with such contract.

“Title XIX” – The title of the Federal Social Security Act otherwise known as Medicaid.

“Walk in Clinics” – COUNTY provided service for provision of mental health screening, urgent service, and access through a “no appointment” service available at identified and advertised locations throughout the county.

VII. Statement of Work

CONTRACTOR agrees to provide mental health treatment services in exchange for the reimbursement set forth in this Contract.

A. Services.

CONTRACTOR guarantees provision, directly or indirectly of medically appropriate outpatient covered services COUNTY Consumers authorized to receive services from CONTRACTOR as set forth in Section VII. D. "Contractor Primary Care Authorization".

CONTRACTOR guarantees Consumer access, assessment, Medically Appropriate mental health treatment and/or appropriate referral and payment for Medically Appropriate service as required by this Contract. CONTRACTOR shall provide coordination and integration of service, case management outreach, and referral to Medically Appropriate Covered Outpatient Services. CONTRACTOR shall provide referral and coordination of both admission and discharge to psychiatric acute care, sub acute psychiatric care, respite or residential services in cooperation with COUNTY Acute Care Coordinators (ACC), while the direct payment of such services shall be compensated by COUNTY.

CONTRACTOR shall provide medically appropriate outpatient covered services to Multnomah County Consumers consistent with OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services; OAR 410-141-0520, Prioritized List of Health Services; and OAR 410-141-0480 Oregon Health Plan Benefit Package of Covered Services as set forth in the Multnomah County Mental Health Provider Manual, hereinafter referred to as the Provider Manual.

CONTRACTOR guarantees the capacity to meet authorized Consumer's needs for assessment and treatment for mental health services in a manner consistent with COUNTY Quality Management Plan as set forth in the Provider Manual. CONTRACTOR assures the provision of Medically Appropriate Covered Outpatient Services to meet the individualized needs of the Consumer and Consumer groups, such as children, adolescents and adult persons with Severe and Persistent Mental Illness (including children with Severe Emotional Disorders, persons with dual diagnoses i.e. mental illness and chemical dependency or mental illness and developmental disability), and others including referral to and payment of Specialty Contractors when clinically indicated. CONTRACTOR assures that Consumers served by CONTRACTOR will have individualized treatment plans which incorporate Medically Appropriate, flexible, culturally relevant and family based service approaches; and the services and scheduling will take into account the needs of Consumers and their families and any emergency situation or the need for emergency services.

The parties agree that CONTRACTOR may perform its obligations under this Contract through subcontractors. Except in the case of flexible services, subcontractors, if used, must have obtained all required County and state licenses, certificates or approvals to provide services before providing services. If flexible services are used, Multnomah County criteria for flexible services must be met. All subcontractors are subject to the prior written approval of COUNTY; however CONTRACTOR reserves the right to enforce or terminate any subcontract for whatever reason. CONTRACTOR agrees that all relevant terms and conditions of this Contract shall be made expressly binding on its subcontractor by written agreement. A list of approved subcontractors as of the effective date of this Contract appears in Exhibit 1 and which will include any subcontractors for the provision of culturally and linguistically competent services.

B. Service Compliance Standards.

CONTRACTOR shall provide for the above described services in compliance with applicable COUNTY, State and Federal law including State and Federal administrative rules.

C. Notice to County of Program Change.

CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects capacity, level, scope, or outcome of client services funded under this Contract.

D. Contractor Primary Care Authorization.

1. **Maintaining Electronic Communication.** CONTRACTOR shall maintain and provide COUNTY a current electronic mail address to receive information regarding Primary Care Authorizations and to transmit information regarding acceptance of the Authorization and appointment availability. Electronic mail address and information will be maintained and transmitted according to Data Security Policies as set forth in the Provider Manual.
2. **Receipt of Authorizations.** Individuals seeking mental health services, meeting the definition of a Consumer and selecting CONTRACTOR or, in the absence of Consumer selection, determined by COUNTY to be best served by CONTRACTOR, shall receive an authorization for service by CONTRACTOR.
3. **Right to Choose.** Consumers with the COUNTY mental health system have a right to choose a Primary Provider organization and a Primary Clinician or choose a specialized Contractor within the COUNTY mental health system to address the Consumer's mental health, cultural and linguistic needs.
4. **Initial Service Eligibility.** Consumers are eligible for Covered Services and the identification of a Primary Clinician immediately upon the date listed on the Primary Authorization. The Primary Clinician is responsible for working in partnership with the Consumer and, in the case of Children and adolescents, their parents or guardians.
5. **Termination Events.** CONTRACTOR shall inform the COUNTY and the State of Oregon of any Consumer's termination, relocation outside of Multnomah County, or death during the month for which payment was made. County may recoup Authorization payment amounts back to the date of the event terminating eligibility.
6. **Prohibition Against Refusal of Service.** CONTRACTOR may not refuse the Primary Care Authorization of a Consumer. CONTRACTOR may request a review of the Authorization by the COUNTY in the event CONTRACTOR determines it cannot provide Medically Appropriate treatment and may request technical assistance from COUNTY.
7. **Authorization Period.** Once CONTRACTOR is authorized to provide Primary Care to a Consumer, the period of the Authorization remains open until the Consumer requests a change, is no longer qualified as a Consumer, dies, no longer resides in Multnomah County or in the case of an Indigent, has not received services from CONTRACTOR for more than 90 days.

8. Period of Responsibility. CONTRACTOR continues responsibility for mental health services continuously during the period of time prepayment is made by COUNTY notwithstanding the Consumer's lack of need for service or failure to seek service.

E. Contractor Inability to Perform.

In the event of CONTRACTOR'S inability to perform the above services for any reason, including but not limited to staff shortages, management crises, insolvency or cessation of operations, CONTRACTOR shall immediately notify COUNTY, and to the fullest extent possible, cooperate fully with COUNTY in the transition of Consumers to another health care provider. CONTRACTOR remains responsible for CONSUMER'S care until the transition to another provider has occurred. CONTRACTOR shall be responsible for any additional costs in provision of services under this emergency clause including but not limited to transportation, mailing of notice to Consumers or additional County Staff to accommodate service transition.

F. Client Choice – Primary Care Authorizations.

If a Consumer without a current Primary Authorization for service seeks or needs CONTRACTOR'S service, or presents needing services, CONTRACTOR will work with the MCC to facilitate a screening and Primary Authorization for the Consumer to the Provider Organization best able to serve the Consumer.

If a Consumer with a Primary Authorization for service with another COUNTY Contractor seeks service from CONTRACTOR, CONTRACTOR will cooperate with the Consumer, the MCC and the currently authorized Contractor to determine the Provider Organization best able to serve the Consumer.

G. Quality Management Plan: Cultural Competency

CONTRACTOR will assure, pursuant to the Quality Management requirements of COUNTY and outlined in the Provider Manual, that services provided are linguistically competent, age appropriate and culturally competent as defined in Section VI. Definitions of this Contract. CONTRACTOR will develop and implement a performance based, written cultural competency plan in accordance with COUNTY Cultural Competence Standards and Self-Assessment. This plan will contain measurable objectives, timelines, and persons responsible for all elements. The plan will outline policies and activities that promote culturally competent services and must address, at a minimum, the following topics:

- Non-Discrimination in Service Delivery
- Accessibility to Services
- Training
- Culturally Specific Programs and Services
- Community Outreach
- Plan Evaluation

In addition, CONTRACTOR shall conduct a performance based internal assessment of age, cultural, and linguistic competence capacity and needed capacity enhancements will be conducted within the first 30 days of the contract period.

The performance based internal assessment will include:

1. Determination of staff capacity. The number and qualifications of personnel who have specialized capacity to serve:
 - i. children,
 - ii. racial/ethnic and linguistic minorities,
 - iii. elders,
 - iv. disabled individuals.
2. Determination of needed service capacity, which shall be based on:
 - i. the number of professional level culturally competent staff currently available to provide direct service and supervision to lesser qualified direct service staff,
 - ii. the assurance that timeliness of access and intensity of services will be comparable across populations,
 - iii. the assurance that direct service personnel who are not professional, specialized providers shall have ongoing and urgent access to supervision, consultation and guidance from specialized personnel in providing age, linguistic, and culturally competent services.
3. A plan to attain needed service capacity, which shall include:
 - i. the method by which qualified personnel will be engaged on an interim basis,
 - ii. the methods, including recruitment and retention, by which qualified personnel will be engaged on a permanent basis,
 - iii. letters of collaboration with culturally specific providers for the provision of culturally and linguistically competent services for specific cultures.

To ensure that the Quality Management Standards are met, the Plan, with a time line for adoption and implementation, must be submitted to the COUNTY'S Special Population System Development Manager and Quality Management Coordinator within 60 days of Contract execution for COUNTY evaluation. Plans may be sent to:

Special Population System Development Manager
Quality Management Coordinator
Multnomah County
Office of Mental Health
421 SW Sixth Ave. Suite 700
Portland, OR 97204 -1618

Attention: Quality Management Coordinator
Family Involvement Coordinator and Consumer Liason

If revisions are necessary, COUNTY will notify CONTRACTOR within 60 days after submission. Notification will include the areas needing revision and a timeline for re-submission.

Should the services provided under this Contract be subcontracted, it is the responsibility of the CONTRACTOR to require the subcontractor to provide the Consumer culturally and linguistically competent services. COUNTY shall follow the same evaluation process in any Quality Management audit of the sub-contractor as would be followed with CONTRACTOR.

H. Language Interpreter Services.

If CONTRACTOR is unable to effectively communicate with the Consumer in the Consumer's own language, including sign language, CONTRACTOR must obtain appropriate interpreter services. Interpreter services may be accessed through COUNTY contract as stated in the Provider Manual "Accessing Interpreter Services."

I. Quality Management Plan: Consumer and Family-Centered Practices Plan.

Contractor agrees pursuant to the Quality Management requirements of COUNTY to maintain and update annually a written Consumer and Family-Centered Practices Plan. The plan will outline consumer and family-centered policies and procedures as defined and outlined in the Provider Manual, "Consumer and Family Centered Practices Plan Standards." The plan must contain measurable objectives, timelines, and persons responsible for all plan elements. The plan must address, at a minimum, the following topics:

1. Attitudes and services focus on strengths and embrace respect and dignity of Consumers and families.
2. Service planning reflects the needs, goals, and preferences of Consumers and families.
3. Services include outreach and education of Consumers and families.
4. Services include Consumers as providers and include opportunities for peer support and self-help. Services for children include opportunities for family peer support.
5. Consumers and families are involved in policy development, program planning, service delivery, and evaluation.

CONTRACTOR will submit the plan to:

Multnomah County
Office of Mental Health
421 S.W. 6th Avenue, Suite 500
Portland, Oregon 97202

Attention: Quality Management Coordinator
Family Involvement Coordinator and Consumer Liaison

If COUNTY determines revisions are necessary, COUNTY shall notify CONTRACTOR within sixty (60) days after submission. Notification will include the areas needing revision and a timeline for re-submission.

CONTRACTOR shall require subcontractors to submit a Consumer and Family Centered Practices Plan with a timeline for adoption and implementation to the COUNTY no later than 120 days after the subcontract is in effect, unless the subcontractor has already established an approved plan with COUNTY. COUNTY shall follow the same evaluation process for subcontractors as stated in the above paragraph.

J. Quality Management Plan: Prevention, Education and Outreach.

CONTRACTOR will provide a plan pursuant to the Quality Management requirements within 60 days of the date this Contract is executed with a timeline for adoption and implementation. The Prevention, Education and Outreach Plan shall include:

1. Existing CONTRACTOR programs designed to provide prevention, education and outreach. The target populations, goals, curriculum used, personnel qualifications and attendance.
2. CONTRACTOR utilization of programs within the region designed to provide prevention, education and outreach, a description of such programs, target population, and methods used to utilize such programs.
3. CONTRACTOR plans for future programs regarding prevention, education and outreach.
4. Designation of at least five percent of OHP revenue under this contract implementation of plan.

Plans should be addressed to:

Multnomah County
Office of Mental Health
421 S.W. 6th Avenue, Suite 500
Portland, Oregon 97202

Attention: Quality Assurance Coordinator

K. Acute Care Coordination.

As described in the Multnomah County Acute Care Policy and Procedure in the Provider Manual, CONTRACTOR will cooperate with COUNTY Acute Care Coordinator's (ACC) in the location of and authorization of acute care and alternatives to acute care.

In appropriate cases, CONTRACTOR will, upon notice of a hospitalization of a Consumer with a Primary Authorization with Contractor, begin planning with the appropriate hospital

personnel and the development of community resources to aid in the timely discharge and community placement of the Consumer.

CONTRACTOR will assure an appointment with an appropriate provider within seven days of the hospital or sub acute discharge of a Consumer with a Primary Care Authorization or for whom CONTRACTOR has been notified by the ACC that CONTRACTOR will be receiving a Primary Care Authorization.

L. Long Term Care Requests.

CONTRACTOR will cooperate with COUNTY to obtain Long Term Care Determinations for appropriate Consumers. CONTRACTOR shall provide timely notice to COUNTY of appropriate referrals to Long Term Care as described in the Multnomah County Acute Care Policy and Procedure in the Provider Manual.

M. Non Payment For Inadequate Performance.

1. "Inadequate performance" is the failure to provide active treatment as defined in this Contract and/or the failure to substantially comply with the Oregon Health Plan requirements specified in the Administrative Rules. Nothing in this paragraph shall be interpreted to limit the Quality Management Plan, any other sanctions established by the COUNTY Quality Management Committee, or any State or Federal requirements.
2. COUNTY reserves the right to deduct from the monthly Capitation Payment, specified in Section IX of this Contract, and at the Medicaid rate, for service determined by the COUNTY Medical Director or his/her designee to be inadequate performance under this Contract. The determination of inadequate performance will be made from review of the medical record. COUNTY will send CONTRACTOR a "Determination Letter" documenting inadequate performance.
3. In cases of inadequate performance, as set forth in the Provider Manual, COUNTY action may include:
 - a) Request a conference of the parties to determine need for technical assistance and subsequent technical assistance.
 - b) Audit clinical records for compliance and/or documentation of compliance.
 - c) Declare CONTRACTOR in breach, or
 - d) Pursue any other appropriate resolution.

N. Appeal On Determination.

A determination of inadequate performance is appealable to COUNTY within 30 days of the date of the Determination Letter and should be addressed to:

Multnomah County Department of Human Services

Office of Mental Health
421 S.W. 6th Avenue, Suite 500
Portland, Oregon 97202
Attention: Quality Assurance Coordinator

VIII. COUNTY Obligations

COUNTY obligations are set forth in detail in the Multnomah County Mental Health Provider Manual. COUNTY'S Provider Manual serves an administrative purpose in implementing the relationship between the parties. In case of a discrepancy between the Provider Manual and the terms of this Contract, the latter shall prevail.

A. Provider Panel Listing.

COUNTY shall include CONTRACTOR in the listing of the members of the Provider Panel maintained by COUNTY. COUNTY does not guarantee any referrals and has no obligation to CONTRACTOR for any volume of referrals.

B. Multnomah Call Center (MCC).

COUNTY will maintain the Multnomah Call Center available twenty-four hours/seven days per week. The MCC will maintain individual eligibility, service and primary authorization information, screening and will be staffed with ACC'S available for consultation, referral, and authorization of acute, sub acute and respite care. The MCC also authorizes service by the Mobile Crisis Unit.

C. Mobile Crisis Unit (MCU).

COUNTY will maintain a Mobile Crisis Unit available twenty-four hours, seven days a week. The MCU will respond to requests by the MCC to provide on site mental health crisis treatment for individuals unable or unwilling to access clinic or hospital facilities. This service can only be accessed through the MCC and will not be utilized in place of case management outreach.

D. Walk in Clinics.

COUNTY will maintain walk in clinics at locations and hours calculated to facilitate Consumer access. Walk in clinics will provide, among other resources, screening for referrals to appropriate providers and are not intended to provide a case management service.

E. Flex Funds.

COUNTY will authorize CONTRACTOR access to Flex Funds for Consumers with non mental health treatment needs including, but not limited to motel, restaurant, and transportation. (See Provider Manual for instructions.)

F. Interpreter Services.

If CONTRACTOR is unable to effectively communicate with the Consumer in the Consumer's own language, including sign language, CONTRACTOR must obtain appropriate interpreter services. (See Provider Manual for instructions.)

COUNTY will maintain language services to assist in screening and referral of non English speaking persons.

IX. Compensation

A. Monthly Allotment.

1. Contingent upon CONTRACTOR'S number of Authorizations remaining at least 75% of unduplicated Consumers in 2001; COUNTY shall compensate CONTRACTOR at the rate of \$115, 563.00 per month for the term of this Contract. In the event CONTRACTORS's number of Authorizations falls below the contingency stated above, an appropriate reduction in the Monthly Allotment will be negotiated between the parties. Payment to CONTRACTOR will be made no later than the 25th day of the month.
2. Upon CONTRACTOR'S written request, the initial payment pursuant to this Contract will be comprised of the estimated first and last month's payments. Succeeding payments will be reduced to amortize the twelfth month payment over the following months. If this CONTRACT is terminated by either party prior, December 31, 2002, the unpaid balance of the last month's payment shall become due and owing to COUNTY within thirty days after the termination date. If at termination COUNTY owes CONTRACTOR any further payment against this or any other contract, COUNTY reserves the right to collect the unpaid balance as an offset against any other contract payment.
3. If CONTRACTOR'S Authorizations for the Oregon Health Plan, Indigent Adult or Indigent Children and Adolescent service varies by more than 10 percent over the prior month, CONTRACTOR shall notify COUNTY to allow COUNTY internal funding adjustments.

B. Incomplete Or Late Encounter Data.

CONTRACTOR must submit complete encounter data electronically pursuant to security provisions set out in the Provider Manual for service reflecting an accurate accounting of client services., "Data Elements for Clinical Treatment Service" with current data elements shown in the Provider Manual. Herein, incomplete encounter data or data submitted more than 60 days after the date of service may subject CONTRACTOR to late payment, recoupment or nonpayment, pursuant to COUNTY'S Timely Submission Policy

C. Third Party Resources.

CONTRACTOR shall use due diligence in collecting third party resources to offset the cost of the Consumer's mental health treatment. CONTRACTOR shall make all reasonable efforts to collect from payors (specifically government programs, commercial insurance or other third party payors, private or otherwise), for all eligible and contracted costs associated with client care.

CONTRACTOR shall submit Third Party Resource reports by the 15th of each calendar month for any specific government, commercial insurance, or other third party payment, private or otherwise. Contractor shall use the "Third Party Resources Report" found in The Provider Manual for this report.

D. Contract Funding Limit.

The payment under this Contract is subject to the limitations and requirements detailed in Attachment A.

E. Dual Billing.

CONTRACTOR may not request or obtain payment from the State or any Consumer for Covered Services provided on the same dates of service for which capitation payments were made by the State to the COUNTY through the Office of Medical Assistance Programs (OMAP).

X. CONTRACTOR GENERAL OBLIGATIONS

A. Non-Discrimination In Treatment Of Consumers By Contractor.

CONTRACTOR shall not discriminate against Consumers in violation of any local, state or federal law with respect to care and shall provide services to Consumers in the same manner, in accordance with the same standards and within the same time availability as those services are provided to CONTRACTOR'S other clients. CONTRACTOR shall not discriminate in the care or quality of services on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation.

B. Compliance with Applicable Laws And Licenses.

CONTRACTOR shall comply with all applicable federal, state or local laws, rules and regulations applicable to the work performed under this Contract. CONTRACTOR shall comply with all applicable standards of professional ethics and shall perform services within the scope of CONTRACTOR'S license.

C. Credentialing.

1. CONTRACTOR shall have policies and procedures verifying credentials and screening the credentials of staff, programs and facilities used to deliver services.
2. CONTRACTOR shall assure that all programs operated directly or by subcontract and facilities used to deliver services are accredited by nationally recognized organizations and/or are certified or licensed under State law to deliver specified services.
3. CONTRACTOR agrees to comply with all reporting and review requirements as set out in this contract, and to the extent allowed by law, to allow COUNTY access to credentialing records. CONTRACTOR must maintain personnel files documenting academic credentials, licenses, and competencies of staff who provide services to Consumers.

D. Financial Reporting.

CONTRACTOR shall timely submit to COUNTY, all financial reports specified in the Provider Manual. Financial reporting must be separated specific to Multnomah County OHP enrollees, the adult population eligible for indigent funding and the children and adolescent population eligible for indigent funding.

E. Use Of Unlicensed Staff.

CONTRACTOR warrants that CONTRACTOR and all direct service staff have, and agree to maintain in good standing, all necessary licenses, certificates and accreditation's as required by law. To the extent that the provision of certain services are allowable, by law, to be provided by direct service staff who do not have a professional license, CONTRACTOR shall provide appropriate and adequate supervision for such unlicensed direct service staff as may be required by any applicable law, regulation or certification.

F. Referral Requirements.

Within the requirements of federal and state law, in the event that the CONTRACTOR cannot admit or treat a Consumer, CONTRACTOR is required to directly notify COUNTY Acute Care Coordinator so that an appropriate referral to treatment may be made through the COUNTY system. CONTRACTOR is financially responsible for all such referrals of CONTRACTOR'S Consumers until a transfer of assignments is made.

G. Notice of Action, Complaint And Appeal Procedures.

CONTRACTOR shall, pursuant to procedures as set forth in the Provider Manual, notify all Consumers of changes in service, and complaint/hearing rights, which the Consumer is entitled to pursue. CONTRACTOR shall cooperate with State and COUNTY for the resolution of Consumer complaints and grievances as specified in the Provider Manual and submit monthly reports for each population, the enrollees of Multnomah County mental health organization and the population eligible for indigent funding.

CONTRACTOR shall cooperate with State and COUNTY in complying with any obligations regarding the handling of grievances imposed upon State by state law or federal agencies with which State may contract.

H. Practitioner.

CONTRACTOR shall submit the Mental Health Services Practitioner Report as specified in the Provider Manual, to the COUNTY within one month of this agreement and monthly thereafter.

I. Abuse Reporting.

CONTRACTOR shall comply with child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.735 – 430.765) and elder abuse reporting laws (ORS 124.050 – 124.095) as if CONTRACTOR were a mandatory abuse reporter. CONTRACTOR shall immediately report to the proper State or local law enforcement agency circumstances (and such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

J. Protective Services Requirements.

Contractor agrees to cooperate with County, State and local law enforcement agencies in any protective service investigation involving Consumers served under this Contract.

K. Critical Incidents Involving Consumers.

1. CONTRACTOR agrees to notify COUNTY'S Quality Assurance Supervisor or his designee of any COUNTY Consumer incident involving:
 - i. Death,
 - ii. Injury to the Consumer caused by other than accidental means or by willful infliction of physical pain or harm occurring in unusual circumstances,
 - iii. Incident resulting in significant health or safety risk to Consumer,
 - iv. Sexual or physical assault, contact, harassment, or exploitation by staff, or
 - v. Any event likely to elicit heightened public interest or litigation.
2. CONTRACTOR shall notify COUNTY by telephone within the same working day of the incident; if the incident occurs after normal business hours or if on a holiday or weekend, the report is to be made on the next working day. A written report shall be submitted to the COUNTY Quality Management Coordinator within five (5) days following the incident. CONTRACTOR agrees to inform staff of this Contract requirement.
3. COUNTY may conduct a fact-finding inquiry into any reported incidents under this section.

L. Contract Monitoring And Quality Management Programs.

CONTRACTOR agrees to cooperate fully with contract compliance monitoring and program evaluation activities of the COUNTY and State related to services provided to Consumers. CONTRACTOR agrees to participate with the COUNTY in the evaluation of contracted project/service outcomes or performance and to make available all information required by such process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

CONTRACTOR shall maintain a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided by the CONTRACTOR to Consumers. Failure to submit required Quality Management or Fiscal reporting may be interpreted as noncompliance for the purposes of this agreement and may result in a reduction of the prepayment.

M. Clinical Record Maintenance, Retention And Access.

1. CONTRACTOR will keep all Consumer files in a locked, secure location and will maintain all medical records pertaining to services provided under this Contract for seven (7) years or such longer time as is required by applicable law, accreditation, regulation and standard professional practices. This obligation is not terminated upon the termination of the Contract, whether by rescission or otherwise. In addition, if an audit, litigation or other action involving the records is started before the end of the seven (7) year period, the records must be retained until all issues arising out of the actions are resolved or until the end of the seven (7) year period, whichever is later.
2. COUNTY shall have access at reasonable times upon request, to CONTRACTOR'S written or electronic records, books and papers relating (i) to the services provided to Consumers (ii) to the cost to COUNTY of such services, and (iii) to payments, if any, received by CONTRACTOR from both COUNTY and any person or entity other than COUNTY, in connection with such services. CONTRACTOR shall make such records available to COUNTY (while the Contract remains in effect and as may be reasonably requested following termination) to the extent permitted by applicable laws and regulation regarding confidentiality of patient records. CONTRACTOR will provide copies of Consumer records to COUNTY, to another healthcare provider providing services to the Consumer, and to the State, upon request, and without charge.
3. CONTRACTOR agrees to obtain an authorization and release of information to allow COUNTY care coordination staff access to Consumers and their medical records.
4. Upon termination of this Contract, and subject to the confidentiality requirements, CONTRACTOR shall permit access of COUNTY and State to its medical and administrative records for Consumers for a period of seven (7) years.
5. CONTRACTOR shall provide, Center for Medicaid and Medicare Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, Department of Human Services (DHS) and all their duly authorized representatives the right of access to facilities and to financial (including all accompanying billing records), clinical and personnel records and other books, documents, papers, plans and writings of

CONTRACTOR that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all financial and personnel records and books, documents, papers, plans and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever is later. CONTRACTOR shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

N. Client Process Monitoring System (CPMS) Requirements.

CONTRACTOR shall submit required reporting of the OMHAS Client Process Monitoring System (CPMS) as specified in the Provider Manual.

O. Notification Requirements.

CONTRACTOR shall notify COUNTY:

1. Immediately of any actual or substantial potential loss, suspension, restriction or revocation of CONTRACTOR'S license, qualifications, or accreditation to provide Covered Services under this Contract;
2. Immediately of any malpractice action filed against CONTRACTOR or any direct service staff providing services under this Contract;
3. Immediately of any other civil, criminal, or regulatory action taken against CONTRACTOR, any investigation undertaken by any private or public, administrative, regulatory, professional or governmental entity, with respect to psychiatric services rendered by CONTRACTOR, or any charge or finding of ethical or professional misconduct by CONTRACTOR.
4. Immediately of any loss of CONTRACTOR'S professional liability insurance or any material change in CONTRACTOR'S liability insurance coverage;
5. Immediately of any loss, revocation or suspension of any hospital privileges maintained by any direct service staff to provide the services as contemplated herein;
6. Immediately of any change in CONTRACTOR'S agency director, business address and/or telephone number;
7. Immediately of any material change in the information provided to COUNTY in qualifying to provide services under this Contract and any other situation that might materially affect CONTRACTOR'S capacity to provide Covered Services lawfully.
8. Immediately if CONTRACTOR, or its subcontractors, are suspended or terminated from the Oregon Medical Assistance Program. CONTRACTOR may not provide Covered Services through a provider that is currently suspended or terminated from the Oregon Medical Assistance Program. COUNTY shall notify CONTRACTOR of any providers with suspended or terminated status of which COUNTY is made aware by MHDDSD. CONTRACTOR shall not refer Consumers to such providers and shall not accept billings for services to OMAP Consumers submitted by such providers;

9. Upon each renewal term of this Contract, of any information concerning CONTRACTOR or any of its staff reported to the National Practitioners Data Bank pursuant to the Health Care Quality Improvement Act.

P. Insurance And Bonding.

In addition to the insurance requirements identified in Exhibit 2:

1. All property and equipment purchased and received by CONTRACTOR under this Contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.
2. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this Contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR's 309-013-0120 through 309-013-0220 (Audit Guidelines). A certificate evidencing the existence of the bond shall be furnished to the COUNTY with the signed Contract. Reimbursement will be dependent upon receipt by the COUNTY of the certificate.

CONTRACTOR shall ensure that all persons and entities performing services under this Contract obtain and keep in effect during the term of this Contract professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 or 30.300, professional liability insurance is applicable and imposes lesser limitations, CONTRACTOR shall ensure coverage of not less than the amount of \$1,000,000 per person per incident and not less than \$1,000,000 in the aggregate either through a binder or issued by an insurance carrier or by CONTRACTOR's self-insurance with proof of same to be provided to COUNTY upon request.

Q. Certification Of Insurance Coverage And Licensure.

CONTRACTOR shall provide at the time the Contract is signed, the following:

1. A copy of CONTRACTOR'S current certificate of professional liability insurance specifying the leave of coverage and expiration dates; and
2. Evidence of satisfactory compliance with COUNTY'S credentialing requirements. CONTRACTOR shall maintain appropriate licensure with the State of Oregon, Office of Mental Assistance Programs and OMHAS.

R. Fiscal, Administrative, And Audit Requirements.

1. CONTRACTOR agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the *Contractors Fiscal Policies and Procedures Manual*, and

applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under and for his contract shall be accessible to COUNTY upon request.

2. COUNTY, Federal and State personnel shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.
3. COUNTY shall monitor compliance CONTRACTORS, with the COUNTY'S financial reporting requirements outlined in the Provider Manual, and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (Contractors Fiscal Policies and Procedures Manual). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current Contractors Fiscal Policies and Procedures Manual). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.
4. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations that engage them to express an opinion on Financial Statements or to perform other services that require independence.
5. CONTRACTOR, if it is a state, local government or non-profit organization and a Sub recipient of federal funds, shall meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

6. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (Contractors Fiscal Policies and Procedures Manual) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.
7. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30-calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (Contractors Fiscal Policies and Procedures Manual).
8. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

S. Disaster Response.

CONTRACTOR will participate with the COUNTY in providing mental health response services in event of natural or man-made disaster. CONTRACTOR will designate a Disaster Response Coordinator and communicate the name and title designation of coordinator to the Manager of the Department of Community and Family Services Managed Care Division. CONTRACTOR will participate in training and planning activities in collaboration with COUNTY to prepare for mental health response in event of natural or man-made disaster.

XI. Confidentiality

A. State and Federal Statutes.

CONTRACTOR shall keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

B. Maintenance of Records.

COUNTY and CONTRACTOR shall maintain the confidentiality of any records or claims received from CONTRACTOR and shall not disclose them except as permitted by law.

C. Disclosure.

COUNTY and CONTRACTOR agree to protect from unauthorized disclosure the names and other identifying information of Consumers. This provision, however, shall not preclude COUNTY or CONTRACTOR from disclosing statistical information, which does not identify any individual Consumers.

XII. Indemnification/Hold Harmless

Subject to the limitations of the Oregon Tort Claims Act (ORS30.260 through 30.300) CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, the State of Oregon, and their officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

XIII. Term and Termination

A. Termination.

This Contract may be terminated without cause by either party (unless otherwise stated herein) upon sixty (60) days written notice.

This Contract may be terminated by COUNTY for cause immediately (unless otherwise stated herein) upon written notice:

1. If CONTRACTOR loses its statutory or regulatory authority to conduct the business which is the subject of the Contract.
2. If CONTRACTOR or any of its staff become uninsurable; provided, however, that if one or more of CONTRACTOR'S staff become uninsurable, COUNTY shall not have cause to terminate if CONTRACTOR immediately suspends such staff from rendering services;
3. If CONTRACTOR fails to start up services on the date specified in this Contract, fails to continue to provide services for the entire Contract period, or fails to comply with terms and conditions of Contract, including submission of complete and accurate reports.
4. If COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of Consumers, residents, staff, or the public.
5. If the contract between COUNTY, State or any other funding source for provision of services is terminated in whole or in part by the funding source for any reason.
6. If COUNTY has evidence of CONTRACTOR'S financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this Contract.
7. If COUNTY has evidence of CONTRACTOR'S improper or illegal use of funds provided under this Contract.
8. If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
9. If COUNTY receives State initiated significant reductions in payment rates.

If this Contract is terminated, CONTRACTOR is responsible for any and all claims from subcontractors for Covered Services provided prior to the termination date. In this event, CONTRACTOR shall promptly notify COUNTY of any outstanding claims for which COUNTY may owe, or be liable for payments, which are known to CONTRACTOR at the time of termination or when such new claims incurred prior to termination are received.

CONTRACTOR shall supply COUNTY with all information necessary for reimbursement of such claims.

Upon termination COUNTY may withhold reimbursement to CONTRACTOR as an offset for anticipated damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

Upon termination, CONTRACTOR agrees to transfer back to COUNTY unexpended and unobligated funds and all unexpended and/or non-expendable personal property purchased under this Contract as directed by COUNTY, the State of Oregon or the Federal Government.

COUNTY may withhold part or all of the unpaid Contract balance upon Contract termination pending receipt of final reports.

B. Continuing Treatment at Termination.

Notwithstanding the termination of this Contract, for any reason, CONTRACTOR shall continue, at COUNTY'S election under the terms of this Contract to provide Covered Services and shall be reimbursed in accordance with the terms of this Contract, with respect to any Consumers admitted prior to the date of termination, until such Members can safely be transferred or discharged.

XIV. Terms and Conditions

A. Informational Materials.

CONTRACTOR shall reference the Multnomah County Department of Human Services as a funding source in all flyers and brochures that provide information on the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah COUNTY. CONTRACTOR will use these materials as informational only and not as an effort to build Consumer selection.

B. Assignment.

CONTRACTOR may not assign this Contract without the written consent of COUNTY. CONTRACTOR agrees that, for services to Consumers, only agencies set forth in Exhibit 1 or subsequently approved in writing by COUNTY, will be employed or contracted for performance of services.

C. Counterparts.

This Contract may be executed in counterparts, each of which shall be deemed an original hereof, but all of which taken together shall constitute one and the same instrument.

D. Governing Law.

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Contract must be

brought in Multnomah COUNTY, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

E. Independent Contractor.

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Contract. (It is understood, however, that if CONTRACTOR subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent subcontractor but may be subject to the Oregon Tort Claims Act ORS 30.260 to 30.300).

CONTRACTOR shall have responsibility for and control over the treatment provided to Consumers. COUNTY agrees not to control or direct the independent clinical judgment of CONTRACTOR or any staff. No action by COUNTY in accordance with this Contract or COUNTY'S applicable policies or procedures shall relieve CONTRACTOR or any staff of professional responsibility for Consumers or in any way limit CONTRACTOR'S or any staff's obligations to Consumers. CONTRACTOR or its staff shall not be entitled to receive any employee benefits provided by COUNTY to its employees.

F. Amendments.

Except as otherwise specifically provided in this Contract, no amendment of the Contract shall be binding unless in writing and executed by the parties.

G. Notices.

Any notice required or permitted to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent via facsimile, U.S. mail, postage prepaid, return receipt requested or private courier to the party at the address set forth in the preamble of the Contract or such other address as may be communicated by one party to the other in writing from time to time.

H. Severability.

If any term, provision or condition of this Contract shall be determined invalid by a court of competent jurisdiction, such invalidity shall in no way affect the validity of any other term, provision, or condition of the Contract, and the remainder of the Contract shall survive in full force and effect.

I. Survival.

Any obligations undertaken by CONTRACTOR pursuant to this Contract pertaining to compensation, assignment of benefits, confidentiality, quality assurance, compliance with applicable laws, transition of care, insurance, indemnification and record-keeping and any terms regarding the relationship of the parties, waivers, survival of certain terms, governing law and any prohibitions as to balance billing, interference with business relationships,

rights of third parties, taking legal action shall all survive any termination of the Contract.

J. Waiver.

Waiver of any default under this Contract by either party shall not be deemed to be a waiver by that party of any subsequent default or a modification of the provisions of this Contract.

K. Patient Self-determination.

CONTRACTOR shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self-Determination Act, and the provisions of Oregon Revised Statute 127 pertaining to advance directives and as set forth in the Provider Manual.

L. Force Majeure.

Neither CONTRACTOR nor COUNTY shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic or acts of God which are beyond either CONTRACTOR'S or COUNTY'S reasonable control. CONTRACTOR or COUNTY shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. If the rendering of services or benefits under this Contract is delayed or made impractical due to a labor dispute involving CONTRACTOR, care may be deferred until after resolution of the labor dispute except when care or service is needed for an emergency or urgent need or when there is a potential for a serious adverse mental health or medical consequence if treatment or diagnosis is delayed more than 30 calendar days. If a labor dispute disrupts normal execution of Contractor duties under this Contract, CONTRACTOR shall notify OMAP Members currently in care in writing of the situation and direct such OMAP Members to bring serious health care needs to CONTRACTOR'S attention.

M. Non Appropriation Clause.

If payment for work under this Contract extends into the COUNTY'S next fiscal year, COUNTY'S obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah COUNTY, Oregon.

N. Ownership/Successors of Interest.

Notwithstanding any other provisions of this Contract: CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR and provide COUNTY with the name(s) and address (es) of all owners of an equity interest in CONTRACTOR which equals or exceeds five (5) percent. CONTRACTOR shall not assign or transfer any of its interest in this Contract without the prior written consent of COUNTY. Subject to the immediately preceding sentence, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any. In addition to any other assignment or transfer of interest, for purposes of this Contract, all of the following fundamental changes shall be considered an assignment of an interest in this Contract subject to the COUNTY'S prior written consent:

1. A consolidation or merger of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, with or into a corporation or other entity or person, or any other reorganization or transaction or series of related transactions involving the transfer of more than fifty percent (50%) of the equity interest in CONTRACTOR or more than fifty percent (50%) of the equity interest in a corporation or other entity or person controlling CONTRACTOR, or
2. The sale, conveyance or disposition of all or substantially all of the assets of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, in a transaction or series of related transactions.

CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR at least forty-five (45) calendar days prior to any assignment or transfer of an interest in this Contract and shall reimburse COUNTY for all legal fees reasonably incurred by COUNTY in reviewing the proposed assignment or transfer and in negotiating and drafting appropriate documents.

O. Merger Clause.

This Contract constitutes the entire Contract between the parties. There are no understandings, Contracts or representations, oral or written, not specified herein regarding this Contract.

XV. Compliance with Specific State and Federal Requirements

When applicable CONTRACTOR agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements applicable to Contractor.

A. Criminal Record Background Checks.

Contractor shall comply with those provisions of ORS 181.536 et seq. and OAR 309-018-0190 regarding criminal record checks, which apply to their programs.

Contractor shall make the results of the criminal records check available for review by County staff upon request. Contractor shall return a completed Certificate of Compliance (Exhibit 5) with this Contract.

B. Accessibility.

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

C. Application, Acceptance, Use and Audit of Federal and State Funds.

For Federal funds, CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State, Local, and Indian Tribal Governments; A-102: Grants and Cooperative Agreements with State and Local Governments; A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of States, Local Governments and other Non-Profit Organizations.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules 309-013-0120 through 309-013-0220 (Audit Guidelines), 309-013-075 through 309-013-105 Fraud and Embezzlement, and 309-014-0030 Standards for Management of all Service Elements.

D. Federal Contract Requirements.

CONTRACTOR ensures that the requirements of 42 CFR §434 that are appropriate to the services or activities provided are fulfilled.

E. Conditions of Payment and Hours of Work.

CONTRACTOR shall comply with provisions of ORS 279.312, 279.314, 279.316, and 279.320.

F. Displaced Persons.

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

G. Drug-Free Workplace.

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required above;
4. Notifying the employee in the statement required above that as a condition of employment on such, the employee shall abide by the terms of the statement and

- notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the COUNTY within 10 days after receiving notice under paragraph 4. above from an employee or otherwise receiving actual notice of such conviction;
 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1. through 7. above.

H. Energy Conservation.

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency, which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

I. Environmental Protection.

1. CONTRACTOR ensures that if the sums payable under this Contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.
2. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

J. Lobbying for Funds.

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K. Oregon Tax Laws.

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" includes the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

L. Pro-Children Act of 1994.

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for psychiatric acute care drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

M. Non-discrimination.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1973, Part V of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Further, CONTRACTOR shall comply with all applicable COUNTY Non-discrimination policies and shall also comply with Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR Part 1520 and Department of Labor Regulations 41 CFR Part 60.

XVI. Contractor Data and SignatureContractor Name: Oregon Health & Sciences UniversityContractor Address: 3181 SW Sam Jackson Park RoadFederal Tax ID# or Social Security #: 93-1176109

State Tax ID #: _____ Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Sole Proprietorship _____ Partnership _____ Non-profit
_____ Corporation _____ Government _____

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

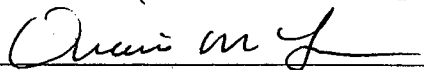
I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

Signature_____
Title_____
Name (please print)_____
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

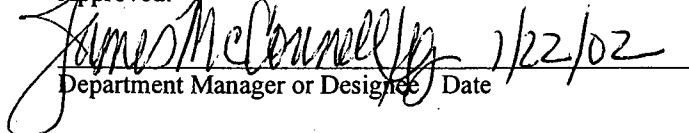
MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

**Diane M. Linn, County Chair**JANUARY 31, 2002

Department and County Counsel Approval and ReviewAPPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERSAGENDA # R-7 DATE 01-31-02
DEB BOGSTAD, BOARD CLERK

Approved:


Department Manager or Designee Date 1/22/02

Reviewed:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By:

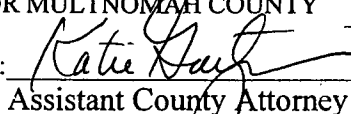

Assistant County Attorney1/18/02
Date

EXHIBIT 1

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No: 4600002886

LIST OF APPROVED SUBCONTRACTORS

Agency Name:

Contact Person:

Address:

Telephone:

Agency Name:

Contact Person:

Address:

Telephone:

Agency Name:

Contact Person:

Address:

Telephone:

Agency Name:

Contact Person:

Address:

Telephone:

Agency Name:

Contact Person:

Address:

Telephone:

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 4600002886

EXHIBIT 2 - INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:**

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability insurance with a combined single limit of not less than () \$500,000, () \$1,000,000, () \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of () \$500,000, () \$1,000,000, () \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

() Required by County () Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than () \$500,000, () \$1,000,000, () \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of () \$500,000, () \$1,000,000, () \$2,000,000. This insurance must include contractual liability coverage.

() Required by County () Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than () \$500,000, () \$1,000,000, () \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

() Required by County () Not required by County

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. CONTRACTOR shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. CONTRACTOR'S coverage will be primary in the event of loss.

Certificate of Insurance Required. CONTRACTOR shall furnish a current Certificate of Insurance to the COUNTY with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the CONTRACTOR'S insurer to the COUNTY. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the COUNTY, its agents, officers, and employees are Additional Insureds with respect to CONTRACTOR'S services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the COUNTY.

SELF-INSURED

Completed by:

Jon Olson
Contract Originator

****Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 4600002886

EXHIBIT 3 - CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Non-Profit Corporation
authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies that the following statements are true:

1. If CONTRACTOR is providing labor or services under this Contract for which registration is required under ORS Chapter 701, CONTRACTOR has registered as required by law, and
2. If Contractor performed labor or services as an independent CONTRACTOR last year, CONTRACTOR filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. CONTRACTOR represents to the public that the labor or services CONTRACTOR provides are provided by an independently established business.
4. All of the statements checked below are true.

NOTE: Check all that apply.

- ___ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- ___ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ___ C. My business telephone listing is separate from my personal residence telephone listing.
- ___ D. I perform labor or services only under written contracts.
- ___ E. Each year I perform labor or services for at least two different persons or entities.
- ___ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 4600002886

EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this Contract.

N/A

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this Contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this Contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

☐ **FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster parent or adult foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with COUNTY Counsel before an exemption request is accepted from a contractor who will perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 4600002886

EXHIBIT 5 - CRIMINAL HISTORY RECORDS CHECK

Certificate of Compliance

Contractor:

Address:

Telephone:

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0160 and Department of Community and Family Services contract condition as stated in section XV. A. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah County and ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: _____ Date: _____

Authorized Signature: _____

**MULTNOMAH COUNTY OREGON**

Page 1 of 1

IGA Contract**ATTACHMENT A****Vendor Address**

OREGON HEALTH & SCIENCE UNIVERSITY
FISCAL SERVICES
3181 SW SAM JACKSON PK RD FS
PORTLAND OR 97201

Information

Contract Number 4600002886
Date 01/15/2002
Vendor No. 41652
Contact/Phone CFS BH Mgd C. Svc /

Validity Period: 01/01/2002 - 12/31/2002
Minority Indicator: Not Identified

Estimated Target Value: 1,386,751.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H60060033 Men Hlth Outp Svc, Adult/Child (USD) Plant: F010 Community & Family Services Requirements Tracking Number: FX02-490 <i>Variable Monthly Allotment/Requirements</i>	1,386,751	Dollars	\$ 1.0000



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

Page 1 of 1

Phone: (503) 988-5111

Fax: (503) 988-3252

Release Order
ATTACHMENT A

Vendor Address

OREGON HEALTH & SCIENCE UNIVERSITY
FISCAL SERVICES
3181 SW SAM JACKSON PK RD FS
PORTLAND OR 97201

Information

Release Order	4500025686
Date	01/15/2002
Vendor No.	41652
Buyer/Phone	CFS BH Mgd C. Svc /
Validity End Date	12/31/2002
Incoterms	FOB

Ship To:

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

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on the Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments upon request.</i> <i>Funds are only available through 06/30/02. Additional funds will be released for the remainder of services 07/01/02 through 12/31/02.</i>				
0001	H60060033 Men Hlth Outp Svc, Adult/Child (USD) Tracking Number: FX02-490 WBS: MHOPT Release order against contract 4600002886 Item 00001 Variable Monthly Allotment/Requirements	808,939	USD	\$ 1.0000	\$ 808,939.00
				Total	\$ 808,939.00

Multnomah County

Risk Management's Certified List of Self-Insured Government Entities

In response to a request to assist in streamlining the preparing of Inter-Governmental Agreements (IGAs), Risk Management has developed a "certified" list of self-insured government entities. This is intended to aid the IGA preparer by supplying a list of various government entities who have provided Risk Management with proof of their self-insurance for liability and/or workers' compensation coverage. This list is to be used only when preparing an IGA. Any other type of procurement document or contract must have the necessary proof of insurance as stipulated in the document or contract.

This list is not all-inclusive, therefore, you may be writing an IGA with a government entity that is self-insured and not listed here. If you would like to have that government entity added to this list (proof of their self-insurance will be required), please call Helen E. Smith/Risk Management, 306-5851 or extension 65851. -106/1430

<u>Government Entity</u>	<u>Self-Insured For General Liability</u>	<u>Self-Insured For Workers' Comp.</u>
City of Gresham	No	* Yes
City of Portland	Yes	Yes
Clackamas County	Yes	Yes
Clark County	Yes	No
Cowlitz County	Yes	Yes
Marion County	Yes	Yes
Metro	Yes	No
OHSU	Yes	Yes
State of Oregon	Yes	Yes
State of Washington	Yes	Yes

#1

SPEAKER SIGN UP CARDS

DATE 1-31-2002

NAME Jan Campbell

ADDRESS 1221 SW 4th #110

Portland, OR 97204-1989

PHONE 503-823-5210

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC merger R-8

GIVE TO BOARD CLERK

MEETING DATE: January 31, 2002
AGENDA NO: R-8
ESTIMATED START TIME: 10:20 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Establishing Department of Human Services

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: John Ball TELEPHONE #: (503) 988-3958
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Chair Linn, John Ball, Jim McConnell, Invited Others

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Second Reading and Possible Adoption of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

02/06/02 Copies to Jim McConnell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Diane Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214-3587
Email: mult.chair@co.multnomah.or.us

Phone: (503) 988-8308
FAX: (503) 988-3093

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: John Ball, Chief Operating Officer

DATE: January 14, 2002

RE: Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services (ADS) and the Department of Community and Family Services (DCFS), and declaring an Emergency.

1. Action Requested:

This ordinance reorganizes and merges the services provided by DCFS and ADS into one new department to increase efficiency and organizational effectiveness. The new department is to be called the Department of Human Services. The ordinance lists the functions, committees and legal entities associated with these functions.

2. Analysis:

In 1995, DCFS, ADS and DCJ were three divisions under the Department of Social Services. Ordinance 818 gave departmental status to the divisions and made them into the Department of Community and Family Services, Department of Aging Services, and the Department of Juvenile Justice Services. In subsequent years, ADS and DCJ were further modified to become the Aging and Disability Services Department and the Department of Community Justice.

The Department of Community and Family Services (DCFS) was established in 1995 (Ordinance 818). Its functions included: comprehensive integrated delivery of community, youth and family services combining resources in health care, public safety, mental health, alcohol and drug treatment, gang intervention, prevention of child abuse and housing and community

development services. DCFS also included the Mental Health Advisory Committee and a Citizen Budget Advisory committee.

Aging and Disability Services Department (ADS) was last modified in 1997 (Ordinance 885). Its functions were to provide social and health services relating to the needs of senior citizens and some persons with disabilities. ADS also included the Office of the Public Guardian and a Citizen Budget Advisory committee.

The new Department of Human Services will assume the responsibilities of both these departments except for DCFS services relating to community schools partnerships which will be transferred to the new Office of Community School Partnership.

Benefits and strengths associated with this merger include: improved coordination of services to clients, better systems-level analysis; improved client level case management; increased efficiencies in contracting; improved coherence in contract outcomes for contractors; increased span of control and communication among managers; better planning and service delivery for persons with disabilities who need social supports; increased efficiencies and simplification of service delivery and administration in general as well as specifically with mental health; better alignment of service delivery to create a wider range of service options; increased opportunities for building prevention and early intervention strategies for people with disabilities.

Nearly 80% of ADS clients apply for Medicaid eligibility, allowing them mental health coverage under Verity. The same is true for Developmental Disabilities--making a merger seem like a natural fit for seamless, consumer-focused service. With fewer barriers on where the money is spent on the consumer, the holistic needs of a person are better served.

The new DHS will have approximately 700 FTEs \$200M in budget (\$27M in General fund) and about 20 facilities.

3. Financial Impact:

This ordinance is revenue neutral at this point. In the next few months as the two department functions are further analyzed, there will be some administrative savings that can be used to offset General Fund reductions in the upcoming fiscal year or be allocated to program services or to strengthen the departmental infrastructure.

Formal combination of the two departments' budgets will occur in the FY 2003 adopted budget. Integration of the budgets during the budget development process is the most prudent, time efficient and cost effective means of accomplishing the merger.

4. Legal Issues:

The legal issues are addressed in the ordinance.

5. Controversial Issues:

Combining the two departments will require an analysis and development of a new seniority list for the new department. Changes in seniority status may cause concern from a number of employees, especially if layoffs are a necessity as a result of the County and State financial situation.

6. Link to Current County Policies:

This ordinance should positively contribute to three benchmarks: Reducing Poverty, Increasing Health Access and Increasing Good government. This merger into a new department should enable more efficient policy, planning and evaluation changes related to these benchmarks. Poverty remains a benchmark owned by several departments. This merger gives DHS a chance to reorganize internally and also to strengthen its connections with other departments and the new OCSP also seeking to reduce poverty. OCSP will connect families to a poverty related services (among others) from a school door. The Health Department connects families through a health door. DHS will connect families who don't use these doors but still need access to poverty and other services.

7. Citizen Participation:

This ordinance establishes a Mental Health Advisory Committee as required by State law (MHAC). The MHAC is comprised of four county advisory councils dealing with mental and emotional disabilities, chemical dependency, developmental disabilities, and child and adolescent mental health.

The ordinance establishes a new Citizen Budget Advisory Committee (CBAC) for the department made up of representatives from the Disability Services Advisory Council, the Elders in Action Commission Leadership Team, the Adult Mental Health Services Advisory Council, the Children Mental Health Services Advisory Committee and the Development Disability Advisory Council. The ordinance specifies that one of the members of the department's CBAC will be selected by the CBAC to serve on the Central Citizen Budget Advisory Committee.

8. Collaboration:

Creation of this department will enhance the possibility of functional collaboration of programs which are related and which were in separate departments. It will also enhance the possibility of cross-departmental collaboration among existing departments in the County because of the reduction in the number of departments.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

(Language ~~stricken stricken~~ is deleted; double- underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC §§ 23.001, 23.101, 23.102 and 23.103 are amended as follows:

CHAPTER 23 HUMAN SERVICES

23.001 Human Services Department.

The Department of Human Services is created. The head of the department is the Director of the Human Service Department (director). The director must appoint and the Board will approve a community mental health program director who will perform the duties prescribed by state law. The department is assigned the following functions:

- (A) Adult mental health services;
- (B) Child and adolescent mental health services;
- (C) Developmental disability services;
- (D) Community mental health services;
- (E) Alcohol and drug treatment services;
- (F) Senior services;
- (G) Disability services;
- (H) Public Guardian;

(I) Adult Care Home program, and

(J) Domestic violence program.

23.101 Mental Health Advisory Committee

(A) As required by state law, there is a Mental Health Advisory Committee.

(B) The committee performs the following:

(1) Advises the local mental health authority and the community mental health and developmental disability program director on community needs and priorities for services and assists in planning, review and evaluation of services, and

(2) Participates with other agencies, groups and interested persons in the promotion of community awareness of mental health and developmental disability needs and services.

23.102 Membership.

(A) *Members.* The mental health advisory committee (committee) is comprised of the membership of four county advisory councils:

- (1) mental and emotional disabilities;
- (2) chemical dependency;
- (3) developmental disabilities; and
- (4) child and adolescent mental health.

(B) *Residency required.* All members of the above advisory councils must reside or work in the county.

(C) *Terms.* Terms of members are determined in accordance with the bylaws of each program area advisory council.

(D) *Compensation.* Members receive no compensation for serving on the committee or council.

(E) *Resignation.* The procedure for resignations will be determined in accordance with the bylaws of each program area advisory council.

(F) *Vacancies.* Nominations to fill vacancies on the advisory councils will be submitted from the four program area councils in accordance with their bylaws for appointment by the Chair with approval of the Board.

23.103 Meetings.

(A) *Regular meetings.* Regular meetings of each of the four program area advisory councils comprising the mental health advisory committee must be held at least quarterly.

(B) *Special meetings.* At the request of the mental health authority, or any of the four program area advisory council chairs, an ad hoc meeting of the chairs may be convened to consider cross-program issues or to serve as the single contact point to fulfill state requirements.

(C) *Communications.* All four chairs will receive all minutes and communications from the other advisory councils comprising the mental health advisory committee. The department will notify subsequent chairs who takes office of their council's identification as part of the mental health advisory committee and their ad hoc responsibilities with the other advisory council chairs.

(D) *Quorum.* Requirements for a quorum will be determined in accordance with the bylaws.

(E) *Conduct of meetings.* The current edition of Roberts Rules of Order governs all meetings of the committee and its standing or special committees, to the extent they are consistent with council bylaws.

(F) *Notice.* The committee will comply with the requirements of the state public meetings law.

Section 2. MCC §25.100 is deleted and §§ 25.101 and 25.203 are renumbered and amended as follows:

25.10123.501 Office Of Public Guardian and Conservator.

(A) The office of public guardian and conservator is established within the department.

(B) The department director appoints the public guardian and conservator (public guardian) who must be bonded as provided by state law.

(C) The public guardian has the powers and duties assigned by state law and retains final responsibility for all office decisions regarding the care and safety of protected persons.

(D) The public guardian may delegate duties to assistant public guardians and conservators and other staff.

ADULT CARE HOMES

25.20323.603 Definitions.

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

ACTIVITIES OF DAILY LIVING (ADL). Those personal functional activities required by an individual for continued well-being, including eating/nutrition, dressing, personal hygiene, mobility, toileting, and behavior, including medication and money management.

ADULT CARE HOME. Any home or facility that provides residential care for compensation to five or fewer persons who are not related to the operator by blood, adoption, or marriage.

ADULT CARE HOME PROGRAM (ACHP). The regulatory program of the department that oversees the enforcement of ACHP rules in adult care homes in Multnomah County.

BOARD The operator's provision of meals on a predictable or regular basis.

CARE. The assistance with activities of daily living, such as bathing, dressing, grooming, bowel and bladder control, or behavior management, except that assistance with self-medication is not considered care.

CAREGIVER. Any person responsible for providing, care or services to residents of an adult care home under the jurisdiction of the ACHP.

COMPENSATION. Payments in cash, in kind, or in labor, by or on behalf of a resident to an operator or common fund in exchange for room, board, care or services, including any supervision, care and services specified in the care plan. **COMPENSATION** does not generally include the voluntary sharing of expenses between or among roommates.

DIRECTOR. The director of the human services department.

DISABILITY. Any physical, psychological, or cognitive impairment that limits the person in one or more of the activities of daily living.

ELDERLY PERSON. Any person age 65 or older who is in need of care.

HUMAN SERVICES DEPARTMENT. The department of the county government, which is responsible for the provision of services, including Medicaid services, to elderly persons and some persons with disabilities.

LICENSED ADULT CARE HOME. A facility, which has been inspected and approved by the Adult Care Home Program.

OPERATOR. The person licensed by the adult care home program to operate the adult care home who has overall responsibility for the provision of residential care, who meets the standards outlined in the administrative rules, and who has been approved by the ACHP.

OWNER. Any person with any legal or equitable interest in, and with the right or power of control over, the physical structure of an adult care home.

RESIDENT. Any person who is receiving room, board, care, or services for compensation in an adult care home.

RESIDENT MANAGER. A person employed by the adult care home operator and approved by the ACHP who lives in the home, is responsible for the daily operation of the home and care given to residents, and who must comply with the ACHP rules.

ROOM AND BOARD. The provision of meals and a place to sleep for compensation to persons who do not need ADL care.

Section 3. MCC §§ 25.200 through 25.999 are renumbered as follows:

25.200 23.600*	ADULT CARE HOMES - PART 1: GENERAL PROVISIONS
25.200-23.600-	Title; Area Of Application.
25.201 23.601	Findings.
25.202 23.602	Purpose.
25.203 23.603	Definitions.
25.204 23.604	Residents' Bill Of Rights.
25.205 23.605	License Required; Application.
25.206 23.606	License.
25.207 23.607	License Fee.
25.208 23.608	License Not Transferable.
25.209 23.609	Standards For Operation.
25.210 23.610	Inspections.
25.211 23.611	Complaints.
25.212 23.612	Sanctions.
25.213 23.613	Institution Of Legal Proceedings.
25.214 23.614	Appeals And Hearings Review.
25.215 23.615	Civil Cause Of Action.
25.216 23.616	Intergovernmental Agreements.
25.217 23.617	Administration And Enforcement.

**25.25023.650* ADULT CARE HOMES - PART 2: ADOPTION OF
ADMINISTRATIVE RULES**

- 25.25023.650**- Initiation Of Rule Adoption.
- 25.25123.651** Approval Of Form; Filing.
- 25.25223.652** Contents Of Notice Of Intent To Adopt.
- 25.25323.653** Publication Of Notice.
- 25.25423.654** Review And Comment Period.
- 25.25523.655** Rule Adoption.
- 25.25623.656** Postponement Of Action.
- 25.25723.657** Request For Public Hearing.
- 25.25823.658** Notice Of Public Hearing; Contents.
- 25.25923.659** Notice Of Public Hearing; Publication.
- 25.26023.660** Public Hearing; Action On Rule; Filing.
- 25.26123.661** Appeal To The Board.
- 25.26223.662** Appeal Request; Contents.
- 25.26323.663** Commissioner Request For Review.
- 25.26423.664** Hearing Date.
- 25.26523.665** Notice Of Appeal Hearing.
- 25.26623.666** Hearing Procedure.
- 25.26723.667** Temporary Rules.
- 25.26823.668** Requirements For Temporary Rules.
- 25.26923.669** Effective Date Of Temporary Rule.
- 25.27023.670** Duration Of Temporary Rule.

25.99923.999 Penalty.

Section 4. MCC §§ 3.301 and 3.306 are amended as follows:

3.301 Committees Established.

Citizen Budget Advisory Committees are established for the Department of Human Services, the Department of Management and Business Services, the Department of Juvenile and Adult Community Justice, the Health Department, the Office of Schools and Community Partnerships, the Library, the Sheriff, the District Attorney, the county non-departmental programs. The Library Board functions as the Library Citizen Budget Advisory Committee. The Community Health Council functions as the Health Department Citizen Budget Advisory Committee. The Human Services Citizen Budget Advisory Committee will have representatives of the Disability Services Advisory Council, the Elders in Action Commission Leadership Team, the Adult Mental Health Services Advisory Committee, the Children Mental Health Services Advisory Committee, and the Developmental Disability Advisory Council. The Citizen Budget Advisory Committees advise the Board and all county directors, elected officials, and non-departmental programs. Citizen Budget Advisory Committees will actively participate in county budget development and review, give advice on policy considerations, and participate in operational and strategic planning.

3.306 Central Citizen Budget Advisory Committee.

(A) Each Citizen Budget Advisory Committee selects one of its members to serve on the Central Citizen Budget Advisory Committee, ~~except for the Department of Aging and Disability Services where the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall each select a member to serve as co-representatives.~~

(B) Appointments to the Central Citizen Budget Advisory Committee are for one year.

(C) The Citizen Involvement Committee appoints a member at large who is designated Chair of the Central Citizen Budget Advisory Committee.

(D) The Central Citizen Budget Advisory Committee is a steering committee for the Budget Advisory Committees. It is responsible for coordinating all deadlines, reports and activities of the Citizen Budget Advisory Committee process, providing training for Citizen Budget Advisory Committee members, and reporting its recommendations to the Chair, the Board and the public.

(E) The Central Citizen Budget Advisory Committee must respond to the concerns of the Citizen Budget Advisory Committees and may reflect the concerns of the public at large.

(F) The Central Citizen Budget Advisory Committee is charged with making county-wide recommendations to the Chair, the Board and the public, that may cross departmental lines and affect one or more departments.

(G) The Central Citizen Budget Advisory Committee ~~will receive~~ receives technical assistance and clerical support from the Citizen Involvement Committee.

Section 5. All references to the Departments of Aging and Disability Services and the Department of Community and Family Services within the Multnomah County Code and other county documents must be changed to the Department of Human Services.

Section 6. An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general

welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

FIRST READING:

January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____
Thomas Sponsler, County Attorney

R-8
01-31-02

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

From: KINOSHITA Carol

Sent: Tuesday, January 29, 2002 5:03 PM

To: BAKER Lucy

Cc: ROJO DE STEFFEY Maria; BALL John; MCCONNELL Jim; DUFFY Sandra N; GAETJENS Katie G; HENRY Patrick W; SPONSLER Thomas; BOGSTAD Deborah L

Subject: Department of Human Services Ordinance

Lucy:

I checked with Sandy Duffy (Deputy County Attorney) and Patrick Henry (Assistant County Attorney), who stated that:

1. no changes are needed to the merger ordinance in order for the Area Agency and councils to continue operating and receiving funds;
2. the proposed additions may be made by a separate ordinance at a later date; and
3. the attorneys need more time to adequately prepare an ordinance to add these provisions.

I will forward your proposed draft to Katie Gaetjens and Patrick Henry as this is their area of expertise. Please let me know if we can be of further assistance. Thanx!

Carol Kinoshita, Legislative Paralegal

503.988.3138 (x29360) fx:503.988.3377

Office of Multnomah County Attorney

501 SE Hawthorne Blvd., Ste. 500,

Portland, OR 97214 (interoffice: 503/500)

Multnomah County Code Vol. 1:

<http://www2.co.multnomah.or.us/counsel/code>

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

From: BAKER Lucy

Sent: Tuesday, January 29, 2002 4:10 PM

To: KINOSHITA Carol

Cc: ROJO DE STEFFEY Maria

Subject: Carol, wording for the merger ordinance

Carol:

Yesterday the the Multnomah County Disability Services Advisory Council (DSAC) made the decision to include in its merger testimony on Thursday that the ordinance include:

1. Wording on the designated Area Agency on Aging and Disabilities and,
2. Wording describing its advisory councils: the DSAC and Elders in Action Commission.

The DSAC also proposes:

1. The establishment of an overall policy advisory council that will have membership from all the individual councils within the new department and that will advise on cross cutting policy issues.

I have attached the 2 documents that contain their proposed wording for the code. I have not dropped it into the existing ordinance, but it is intended as possible wording that the drafters can select from and put into the ordinance. Jan Campbell, chairperson of the DSAC, will include it in her testimony on Thursday. If the drafters are able to put it into the ordinance, she would present the drafted language in her

testimony. The section on the Area Agency on Aging is primarily statutory language. I tried to choose such wording as was typically included in the new ordinance, but there may be more than you need.

The DSAC's main points are that the designated Area Agency on Aging and its required advisory councils are part of the ordinance and that an overall advisory group be established.

Lucy Baker, Policy Analyst/Grantwriter
Planning and Evaluation Unit
Multnomah County Aging and Disability Services
503.988.3620 ext. 29560

"Disability is an art. It's an ingenious way to live." Neil Marcus, Actor

Testimony for the establishment of the Department of Human Service

Good Morning. My name is Jan Campbell and I chair the Disability Services Advisory Council, known as DSAC. I would like to thank you for including consumer and advocate participation in the proposed Ordinance for establishing the Department of Human Services (DHS). For a long time persons with disabilities have not been listened to or been a part of policy making. However because of their advocacy on "nothing about us without us", things are beginning to change.

DSAC will be working with the DHS administration and its several advisory councils to create a representative advisory group that can provide top level policy review and input.

We have a desire to have the function of the AAAD and its advisory councils included in a future ordinance pertaining to the DHS.

I also have included in my written testimony to you the draft wording for the AAAD addition to an ordinance that the DSAC has prepared for the attorneys to draw from.

I now would like to list a few items that members of the DSAC feel are very important to include when designing this Department.

- *Services need to be kept at the current service level or enhanced. We don't want to see monies drawn away from one service to pay for another service.

- *DSAC and Elders in Action need to continue as advisory councils.

- *Guiding principles that Steve Weiss testified on at the 1st reading for the merger, be used by Multnomah County and its community partnerships in the design of the new department.

- *A tool needs to be developed to evaluate and monitor the strengths and weaknesses of the merger. The system needs to be accountable for service delivery and outcomes. It needs to be efficient and effective.

- *Visions and values need to be developed to guide the design and operation of the Department in improving the lives of those who receive their services.

A good example is the document that was developed for the design of the Mental Health System for Multnomah County,

*Consumers and advocates need to be involved at the highest policy level.

I know you all are aware that this merger is a huge responsibility because it directly effects the quality of life for so many people who reside in our community to the extent sometimes whether one lives or dies. You never know when you or your loved ones may become a part of the System, and maybe already this is true for some of you. Many people think this merger is happening too quickly. However the design of the system still needs to be developed and that is why stakeholders need to be part of this process. Consumers need to participate at all levels because they are the ones receiving the services and they know through personal experience what their needs are and how the system really works. They need to be part of the design as well as continuous involvement in policy development, program planning, service delivery and evaluation of the system. Remember "nothing about us without us".

Now I would like to share with you two quick stories. One through my professional involvement and one through personal experience.

Thank you.

XX.XXX Area Agency on Aging and Disabilities.

Definitions.

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

(1) "Area Agency on Aging" means the designated entity with which the Division contracts to meet the requirements of the Older Americans Act and ORS Chapter 410 in planning and providing services to the elderly or elderly and disabled population for a designated Planning and Service Area. In Multnomah County, this entity is referred to as the Area Agency on Aging and Disabilities.

(2) "Division" means the Senior and Disabled Services Division of the Department of Human Services.

(3) "Planning and Service Area" means the geographical area, consisting of one or more counties, for which one Area Agency on Aging is designated by the Division to plan for and provide services under the Older Americans Act and Oregon Revised Statute (ORS) Chapter 410.

(4) "Type B Area Agency on Aging" means a designated entity that meets the definition of an area agency on aging, and is administered by a unit or combination of units of general purpose local government, and administers the Medicaid, financial and adult protective services, and regulatory programs for the elderly or the elderly and disabled.

(5) "Type B1 Area Agency on Aging" means a designated entity that meets the definition of a Type B area agency on aging, and administers the Medicaid, financial and adult protective services, and regulatory programs for the elderly. In a Planning and Service Area served by a Type B1 Area Agency on Aging, the Medicaid and financial assistance program for the Disabled is administered by a Disability Service Office of the Division.

(6) "Type B2 Area Agency on Aging" means a designated entity that meets the definition of a Type B1 area agency on aging and administers the Medicaid, financial, adult protective services and regulatory programs for the elderly and disabled.

Stat. Auth.: ORS 410 & 45 CFR 1321

Stats. Implemented: ORS 410.210 - ORS 410.300

Hist.: SSD 3-1986, f. & ef. 2-5-86; SDSD 9-1999, f. & cert. ef. 11-1-99

Designation of the Type B2 Area Agency.

The Type B Area Agency is established under state law, ORS 410.270 through 410.290 and it shall meet the requirements of OAR 411-002-0120. In Multnomah County, the Department of Human Services shall function as the Type B2 Area Agency for Portland and Multnomah County as provided under state statute and the Older Americans Act of 1965, as amended. As the Area Agency on Aging, MCDHS shall be the recipient of federal funds provided through the Older Americans Act of 1965, as amended and shall prepare and develop an area plan and carry out directly or through contractual arrangements a comprehensive and coordinated system of services in accordance with the provisions of the Older Americans Act of 1965, as amended.

The function of the Area Agency on Aging and Disabilities

The Area Agency on Aging and Disabilities (AAAD) in Multnomah County is the lead county agency responsible for developing, administering and/or implementing a comprehensive, coordinated human service system for community based services for county residents age sixty years and older and persons with disabilities, for assessing the major issues and needs of these populations, for providing technical assistance to agencies and organization within the county that are involved with issues affecting these populations, for reviewing the planning and service efforts of organization and institutions in the county and its aging and disability network, and for making recommendations thereof. The AAAD shall review federal/state/county data and projections to help in the county planning process, indicate the need for particular legislation/policy/programs, and shall make available to the Board of County Commissioners the information and research relating to the effects of proposed policy, rules, programs or legislation affecting seniors and persons with disabilities. The AAAD shall serve as the focal point through which the voices of seniors and persons with disabilities can be heard on issues relating to their well-being, autonomy and ability to remain as contributing members of the community. The AAAD shall also act as the separate administrative planning and service agency for all grant applications under the Older Americans Act of 1965, as amended (PL93-29), and shall have accountability and fiscal responsibility for all Older Americans Act monies that are allocated through the State Aging Unit.

Required advisory councils.

As required under ORS 410.210, Each Type B Area Agency shall have an two advisory councils.

In Multnomah County, the Elders in Action Commission will serve as the first type of advisory council, advising on issues affecting seniors. The Elders in Action Commission is designated by Intergovernmental Agreement between the City of Portland and Multnomah County as the official advisory agency on aging issues that conforms with the requirements of the Older Americans Act. The membership shall include consumers of services under Senior and Disabled Services Division programs, including low income and minority persons.

The second shall be the disability services advisory council (DSAC). That council shall have as a majority of its members disabled persons and shall include consumers of services and other interested persons. The purpose of the DSAC is to 1) advise its disability services office(s) on basic policy guidelines for those consumers receiving services, 2) reviewing and evaluating the effectiveness of the services provided by the Division, and 3) other related topics.

Duties of the advisory councils:

Each area agency advisory council shall:

- (a) Recommend basic policy guidelines for the administration of the activities of the area agencies on behalf of elderly persons or disabled persons, and advise the area agency on questions of policy.
- (b) Advise the area agency with respect to development of the area plan and budget, and review and comment on the completed area plan and budget before its transmittal to the Assistant Director for Senior and Disabled Services.
- (c) Review and evaluate the effectiveness of the area agency in meeting the needs of elderly persons or disabled persons in the planning and service area.
- (d) Meet at least quarterly. The meetings are subject to ORS 192.610 to 192.690. [1981 c.784 s.11; 1989 c.224 s.76; 1991 c.67 s.101; 1993 c.116 s.1]

Adult Protective Services

As required under ORS 410 & 45 CFR 1321, the Multnomah County DHS will provide adult protective services as part of its services through the Area Agency on Aging and Disabilities.

Adult Protective Services are available for aged, blind, or disabled individuals age 18 or older, who are alleged to be victims of "abuse" as defined in these rules and who are not entitled to services from Mental Health and Disability Services Division under ORS 430.735 - ORS 430.765.

Definitions

(1) "Abuse" means:

- (a) Abandonment, which is the desertion or wilful forsaking of an elderly person or the withdrawal or neglect of duties and obligations owed a dependent adult by a caretaker or other person;
- (b) Financial exploitation, which is the illegal or improper use of another individual's resources for personal profit or gain;
- (c) Neglect, which is the failure (whether intentional, careless or due to inadequate experience, training or skill) to provide basic care or services when agreed to by legal, contractual or otherwise assumed responsibility;
- (d) Physical abuse, which is use of excessive force, physical assault, or physical contact with an individual including, but not limited to, hitting, slapping, biting, pinching or shoving;
- (e) Psychological abuse, which is the use of derogatory names, phrases, or profanity; ridicule; harassment; coercion; threats; or intimidation toward an individual, or denial of civil rights, which results in emotional injury;

(f) Self-neglect, which is one's inability to understand the consequences of his/her actions or inaction which leads or may lead to harm or endangerment to him/her self-or other persons; or

(g) Sexual abuse, which is sexual contact that is forced, tricked, threatened, or otherwise coerced upon another person.

Authority and Responsibility

(1) The designated Adult Protective Services in DHS is granted statutory authority and responsibility to protect elderly persons and blind or disabled adults, age 18 years or older, from harm or neglect. Specific authorizing statutes include:

(1) General Adult Protective Services – ORS 411.116 for providing social services, including protection, to individuals needing or requesting services.

(2) Alleged Abuse in Adult Foster Homes – ORS 443.767 to promptly investigate a complaint alleging the existence of any circumstances that could result in injury, abuse or neglect of a resident and could place the resident's health or safety in imminent danger.

(3) Alleged Abuse in Residential Care Facilities – ORS 443.435 allows access to a facility to determine whether it is maintained and operated in accordance with ORS 443.400 - 443.455.

(4) Alleged Resident Abuse in Nursing Facilities – ORS 441.635 requires mandatory reports and investigations of allegedly abused residents (see ORS 441.630 - 441.680).

(5) Alleged Abuse in Room and Board Facilities – ORS 443.500 to investigate complaints of abuse for purposes of ascertaining compliance with applicable rules, statutes, ordinances and regulations.

(6) Alleged Elder Abuse – ORS 410.620 requires mandatory reports and investigations of allegedly abused elderly persons (see ORS 410.610 - 411.700).

Services provided:

The Adult Protective Services will:

1. Establish and maintain agreements and understanding with other key agencies having a role in protecting the interests and rights of abused individuals,
2. Provide initial response to reports of abuse, and will cause an investigation to begin immediately if circumstances exist that could cause further abuse to the individual,
3. Provide assessment and investigation,
4. Intervene if requested by the abused individual with necessary services and support to assure safety

5. Provide follow-up in unstable cases that require monitoring.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 974

Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of County Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

(Language ~~stricken stricken~~ is deleted; double- underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC §§ 23.001, 23.101, 23.102 and 23.103 are amended as follows:

CHAPTER 23 COUNTY HUMAN SERVICES

23.001 Department of County Human Services.

The Department of County Human Services is created. The head of the department is the Director of the Department of County Human Service (director). The director must appoint and the Board will approve a community mental health program director who will perform the duties prescribed by state law. The department is assigned the following functions:

- (A) Adult mental health services;
- (B) Child and adolescent mental health services;
- (C) Developmental disability services;
- (D) Community mental health services;
- (E) Alcohol and drug treatment services;
- (F) Senior services;
- (G) Disability services;

(H) Public Guardian;

(I) Adult Care Home program, and

(J) Domestic violence program.

23.101 Mental Health Advisory Committee

(A) As required by state law, there is a Mental Health Advisory Committee.

(B) The committee performs the following:

(1) Advises the local mental health authority and the community mental health and developmental disability program director on community needs and priorities for services and assists in planning, review and evaluation of services, and

(2) Participates with other agencies, groups and interested persons in the promotion of community awareness of mental health and developmental disability needs and services.

23.102 Membership.

(A) *Members.* The mental health advisory committee (committee) is comprised of the membership of four county advisory councils:

- (1) mental and emotional disabilities;
- (2) chemical dependency;
- (3) developmental disabilities; and
- (4) child and adolescent mental health.

(B) *Residency required.* All members of the above advisory councils must reside or work in the county.

(C) *Terms.* Terms of members are determined in accordance with the bylaws of each program area advisory council.

(D) *Compensation.* Members receive no compensation for serving on the committee or council.

(E) *Resignation.* The procedure for resignations will be determined in accordance with the bylaws of each program area advisory council.

(F) *Vacancies.* Nominations to fill vacancies on the advisory councils will be submitted from the four program area councils in accordance with their bylaws for appointment by the Chair with approval of the Board.

23.103 Meetings.

(A) *Regular meetings.* Regular meetings of each of the four program area advisory councils comprising the mental health advisory committee must be held at least quarterly.

(B) *Special meetings.* At the request of the mental health authority, or any of the four program area advisory council chairs, an ad hoc meeting of the chairs may be convened to consider cross-program issues or to serve as the single contact point to fulfill state requirements.

(C) *Communications.* All four chairs will receive all minutes and communications from the other advisory councils comprising the mental health advisory committee. The department will notify subsequent chairs who takes office of their council's identification as part of the mental health advisory committee and their ad hoc responsibilities with the other advisory council chairs.

(D) *Quorum.* Requirements for a quorum will be determined in accordance with the bylaws.

(E) *Conduct of meetings.* The current edition of Roberts Rules of Order governs all meetings of the committee and its standing or special committees, to the extent they are consistent with council bylaws.

(F) *Notice.* The committee will comply with the requirements of the state public meetings law.

Section 2. MCC §25.100 is deleted and §§ 25.101 and 25.203 are renumbered and amended as follows:

25.10123.501 Office of Public Guardian and Conservator.

(A) The office of public guardian and conservator is established within the department.

(B) The department director appoints the public guardian and conservator (public guardian) who must be bonded as provided by state law.

(C) The public guardian has the powers and duties assigned by state law and retains final responsibility for all office decisions regarding the care and safety of protected persons.

(D) The public guardian may delegate duties to assistant public guardians and conservators and other staff.

ADULT CARE HOMES

25.20323.603 Definitions.

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

ACTIVITIES OF DAILY LIVING (ADL). Those personal functional activities required by an individual for continued well-being, including eating/nutrition, dressing, personal hygiene, mobility, toileting, and behavior, including medication and money management.

ADULT CARE HOME. Any home or facility that provides residential care for compensation to five or fewer persons who are not related to the operator by blood, adoption, or marriage.

ADULT CARE HOME PROGRAM (ACHP). The regulatory program of the department that oversees the enforcement of ACHP rules in adult care homes in Multnomah County.

BOARD The operator's provision of meals on a predictable or regular basis.

CARE. The assistance with activities of daily living, such as bathing, dressing, grooming, bowel and bladder control, or behavior management, except that assistance with self-medication is not considered care.

CAREGIVER. Any person responsible for providing, care or services to residents of an adult care home under the jurisdiction of the ACHP.

COMPENSATION. Payments in cash, in kind, or in labor, by or on behalf of a resident to an operator or common fund in exchange for room, board, care or services, including any supervision, care and services specified in the care plan. ***COMPENSATION*** does not generally include the voluntary sharing of expenses between or among roommates.

DIRECTOR. The director of the Department of County Human Services.

DISABILITY. Any physical, psychological, or cognitive impairment that limits the person in one or more of the activities of daily living.

ELDERLY PERSON. Any person age 65 or older who is in need of care.

COUNTY HUMAN SERVICES DEPARTMENT. The department of the county government, which is responsible for the provision of services, including Medicaid services, to elderly persons and some persons with disabilities.

LICENSED ADULT CARE HOME. A facility, which has been inspected and approved by the Adult Care Home Program.

OPERATOR. The person licensed by the adult care home program to operate the adult care home who has overall responsibility for the provision of residential care, who meets the standards outlined in the administrative rules, and who has been approved by the ACHP.

OWNER. Any person with any legal or equitable interest in, and with the right or power of control over, the physical structure of an adult care home.

RESIDENT. Any person who is receiving room, board, care, or services for compensation in an adult care home.

RESIDENT MANAGER. A person employed by the adult care home operator and approved by the ACHP who lives in the home, is responsible for the daily operation of the home and care given to residents, and who must comply with the ACHP rules.

ROOM AND BOARD. The provision of meals and a place to sleep for compensation to persons who do not need ADL care.

Section 3. MCC §§ 25.200 through 25.999 are renumbered as follows:

25.200 23.600*	ADULT CARE HOMES - PART 1: GENERAL PROVISIONS
25.200-23.600-	Title; Area of Application.
25.201 23.601	Findings.
25.202 23.602	Purpose.
25.203 23.603	Definitions.
25.204 23.604	Residents' Bill of Rights.
25.205 23.605	License Required; Application.
25.206 23.606	License.
25.207 23.607	License Fee.
25.208 23.608	License Not Transferable.
25.209 23.609	Standards For Operation.
25.210 23.610	Inspections.
25.211 23.611	Complaints.
25.212 23.612	Sanctions.
25.213 23.613	Institution of Legal Proceedings.
25.214 23.614	Appeals and Hearings Review.
25.215 23.615	Civil Cause of Action.

25.21623.616 Intergovernmental Agreements.
25.21723.617 Administration and Enforcement.

**25.25023.650* ADULT CARE HOMES - PART 2: ADOPTION OF
ADMINISTRATIVE RULES**

25.25023.650- Initiation of Rule Adoption.
25.25123.651 Approval of Form; Filing.
25.25223.652 Contents of Notice of Intent to Adopt.
25.25323.653 Publication of Notice.
25.25423.654 Review and Comment Period.
25.25523.655 Rule Adoption.
25.25623.656 Postponement of Action.
25.25723.657 Request For Public Hearing.
25.25823.658 Notice of Public Hearing; Contents.
25.25923.659 Notice of Public Hearing; Publication.
25.26023.660 Public Hearing; Action on Rule; Filing.
25.26123.661 Appeal to the Board.
25.26223.662 Appeal Request; Contents.
25.26323.663 Commissioner Request For Review.
25.26423.664 Hearing Date.
25.26523.665 Notice of Appeal Hearing.
25.26623.666 Hearing Procedure.
25.26723.667 Temporary Rules.
25.26823.668 Requirements For Temporary Rules.
25.26923.669 Effective Date of Temporary Rule.
25.27023.670 Duration of Temporary Rule.

25.99923.999 Penalty.

Section 4. MCC §§ 3.301 and 3.306 are amended as follows:

3.301 Committees Established.

Citizen Budget Advisory Committees are established for the Department of County Human Services, the Department of Management and Business Services, the Department of Juvenile and Adult Community Justice, the Health Department, the Office of Schools and Community Partnerships, the Library, the Sheriff, the District Attorney, the county non-departmental programs. The Library Board functions as the Library Citizen Budget Advisory Committee. The Community Health Council functions as the Health Department Citizen Budget Advisory Committee. The County Human Services Citizen Budget Advisory Committee will have representatives of the Disability Services Advisory Council, the Elders in Action Commission Leadership Team, the Adult Mental Health Services Advisory Committee, the Children Mental Health Services Advisory Committee, and the Developmental Disability Advisory Council. The Citizen Budget Advisory Committees advise the Board and all county directors, elected officials, and non-departmental programs. Citizen Budget Advisory

Committees will actively participate in county budget development and review, give advice on policy considerations, and participate in operational and strategic planning.

3.306 Central Citizen Budget Advisory Committee.

(A) Each Citizen Budget Advisory Committee selects one of its members to serve on the Central Citizen Budget Advisory Committee, ~~except for the Department of Aging and Disability Services where the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall each select a member to serve as co-representatives.~~

(B) Appointments to the Central Citizen Budget Advisory Committee are for one year.

(C) The Citizen Involvement Committee appoints a member at large who is designated Chair of the Central Citizen Budget Advisory Committee.

(D) The Central Citizen Budget Advisory Committee is a steering committee for the Budget Advisory Committees. It is responsible for coordinating all deadlines, reports and activities of the Citizen Budget Advisory Committee process, providing training for Citizen Budget Advisory Committee members, and reporting its recommendations to the Chair, the Board and the public.

(E) The Central Citizen Budget Advisory Committee must respond to the concerns of the Citizen Budget Advisory Committees and may reflect the concerns of the public at large.

(F) The Central Citizen Budget Advisory Committee is charged with making county-wide recommendations to the Chair, the Board and the public, that may cross departmental lines and affect one or more departments.

(G) The Central Citizen Budget Advisory Committee ~~will~~ receives technical assistance and clerical support from the Citizen Involvement Committee.

Section 5. All references to the Departments of Aging and Disability Services and the Department of Community and Family Services within the Multnomah County Code and other county documents must be changed to the Department of County Human Services.

Section 6. An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general

welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

FIRST READING:

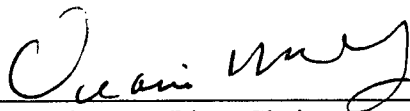
January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002



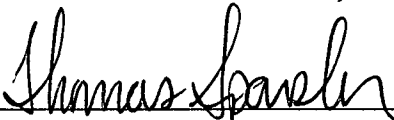
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: 
Thomas Sponsler, County Attorney

MEETING DATE: January 31, 2002
AGENDA NO: R-9
ESTIMATED START TIME: 10:25 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Office of School and Community Partnerships

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: John Rakowitz or Kathy Turner TELEPHONE #: 988-5137 / 988-6906
BLDG/ROOM #: 503/6 / 166/1075

PERSON(S) MAKING PRESENTATION: John Rakowitz, Chief of Staff, Chair's Office
Lorenzo T. Poe, Acting Director, proposed Office of School and Community Partnerships,
Kathy Turner, Director, Commission on Children and Families and Communities

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Second Reading and Possible Adoption of an Ordinance Amending MCC to Add Chapter
25, School and Community Partnerships, and Declaring an Emergency

02/04/02 copies to Lorenzo Poe

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email

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

Office of School and Community Partnerships (SCP)
Supplemental Staff Report

TO: Board of County Commissioners

FROM: John Rakowitz, Chief of Staff, Office of the Multnomah County Chair
Lorenzo T. Poe, Acting Director, Office of School and Community
Partnerships
Kathy Turner, Director, Commission on Children and Families and
Community

DATE: January 16, 2002

RE: Amending MCC to Add a new Chapter 25 to Create the Office of School
and Community Partnerships, and Declaring an Emergency.

1. Action Requested:

This ordinance reorganizes school, youth, early childhood, family and anti-poverty programs from the director's office and the Division of Community Programs and Partnerships, Department of Community and Family Services (DCFS) into one new Office to increase efficiency and organizational effectiveness. The new organization will be called the Office of School and Community Partnerships (SCP). The ordinance lists the functions, committees and legal entities associated with these functions. The Concept Paper (Appendix A) and Summary Budget (Appendix B) outline the purpose, programs included and the budget in greater detail.

2. Analysis:

A more detailed analysis and description is attached as Appendix A, the Concept Paper for the Office of School and Community Partnerships, and a Summary Budget for the Office, attached as Appendix B.

In the past decade, the County has been increasing its funding, commitment and collaboration in the area of programming and policymaking related to families, youth, children, education, anti-poverty initiatives and partnerships across jurisdictions and with private funders and service providers.

In the last five years, there have been four major reports on the need to align, link, leverage and reconsider spending on children and education. US GAO published *Homelessness: Coordination and Evaluation of Programs Are Essential* (1999) and *At-Risk and Delinquent Youth: Multiple Programs lack Coordinated Federal Effort* (1997); Kathryn Nichols *Readiness to Learn* (1998) and (joined with Dr. Leslie Rennie Hill) *Educational Success for Youth* (2000) benchmark audits are local publications that have similar conclusions on the local front. This emphasis to macro-program or systemically align programs has also been emphasized in analyses of poverty programming. This is a major conclusion in our local *Housing Audit* (1997), Van Le's *Alleviating the Consequences of Poverty and Reducing the Causes of Future Poverty* (1999).

The Office's mandate includes the development, promotion and implementation of principles and best practices for school-community partnerships, early childhood services and supports, poverty, and service alignment for improved outcomes for children and families.

Last May, the Board of County Commissioners passed a resolution to review the current portfolio of county spending in education and children. Resolution 01-071 calls for the development of an inventory and appointment of a task force to develop recommendations to improve the services to children and their families in schools. The Commission on Children and Families and Communities, in conjunction with the new office, will develop the inventory, staff the task force, and develop recommendations for service alignment and delivery improvements. The new Office will review and implement applicable recommendations. In addition, the Office will work to align services and coordinate with partner jurisdiction on early childhood and poverty mitigation supports and services.

This Office will continue to work with other County agencies. Examples of areas for continued and expanded intra-County coordination to benefit families and kids include health (HD), mental health, alcohol and drug services (DHS), affordable housing (DSS-DSCD), Medicaid reimbursement (HD and Federal Financial Participation group), the Student Attendance Initiative (DCJ), and early childhood initiatives (Commission on Children and Families and HD).

The new SCP will have approximately 67 FTEs, about \$30M in budget, with approximately \$15 million in County general fund and \$15 million from other sources.

3. Financial Impact:

This ordinance is revenue neutral at this point. In the next few months as the two department functions are further analyzed, material and services, and business services for each entity will be finalized and brought forward in the fiscal year 2002-03 budget. A summary budget is included in Appendix B, which is attached.

4. Legal Issues:

The ordinance has been drafted to comply with the requirements of the County Charter relating to administrative departments (section 6.20) and appointment of department directors (section 6.10(3)).

5. Controversial Issues:

6. Link to Current County Policies:

This ordinance will create a department that should positively contribute to two benchmarks: Reducing Poverty and Increasing School Success.

7. Citizen Participation:

The Commission of Children and Families, through a multi-jurisdictional advisory board, will provide input to the Office on systems and resource issues, and through the Poverty Advisory Committee, which will review anti-poverty programs and budgets.

8. Collaboration:

Partnerships and collaboration is a central strategy for the Office. The purpose of the of the Office is to manage, expand and align services and supports aimed at individuals, children and families in partnership with public schools, local and state governments, businesses, non-profit service providers, foundations and community. To that end, the Office will work in collaboration across jurisdictions, with service providers and with community leaders and neighborhoods.

APPENDIX A



Diane M. Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

Phone: (503) 988-3308
FAX: (503) 988-3093
Email: mult.chair@co.multnomah.or.us

Office of School and Community Partnerships

January 16, 2002

Background

Multnomah County, the Cities of Portland and Gresham, school districts in Multnomah County, non-profits serving individuals, families, children and youth, and the private sector (businesses, foundations, and individual donors) have longed enjoyed formal and informal relationships in their efforts to promote thriving family environments, invest in early supports and interventions to promote thriving infants and young children, stem the impacts of poverty and enhance student success through education, services, volunteerism, philanthropy and advocacy.

Multiple initiatives from jurisdictions have been started to address emerging crises, new research in best practices, shifts in funding, and changing political leadership. With tax limitations, competing bond and levy measures, declining business and personal income revenues, the time has come to more formally link and systematize the various efforts and strategies.

This paper will provide a foundation for the creation of the **Office of School and Community Partnerships** as a vehicle to align the County's community program and partnership services to individuals, families, youth and children.

Purpose

To manage, expand and align services and supports aimed at individuals, children and families in partnership with public schools, local and state governments, businesses, non-profit service providers, foundations and community members with an emphasis on services and supports to infants and young children, school aged children and youth, and individuals and families impacted by poverty. A priority in the first two years will be to align programs and promote partnerships aimed at school aged children and youth through the County and partner jurisdictions school based and school linked programming.

Benchmarks and Indicators

It is intended that the goals and mission of the Office will be aligned with the key related benchmarks of Multnomah County (Reducing Poverty and School Success), City of Portland, City of Gresham, School Districts, Leaders Roundtable, Schools Uniting Neighborhoods (SUN) Sponsor Group, Early Childhood Care and Education Council, Poverty Advisory Committee and other related entities and organizations.

Indicators will be aligned with current measurements already in use in measuring risk and asset factors in individuals, families, children and young people.

Structure and Roles

Over time, the Office of School and Community Partnerships will become a multi-jurisdictional vehicle link and align an array of services support individuals, families, youth and children. The first priority for expanding multi-jurisdictional collaboration will be directed at school-based and school-linked partnerships, service delivery and alignment. The Office will also address alignment issues related to early childhood services and supports, and services and supports for poverty, including systems of support for homelessness. The Director will report to the Chair's office.

Key Roles and Strategies

The office will have six key strategies and roles to achieve its purpose and goals.

They are:

1. Implementation of standards and best practices
2. Expansion of proven programs and practices
3. Ensuring cultural competency in program delivery
4. Systems alignment, equity and effectiveness across jurisdictions
5. Targeted initiatives and partnerships
6. Collaboration with other jurisdictions and districts on partnership efforts and initiatives

Service Mix

The Office will assume management of all of the supports and services currently part of the Division of Community Programs and Partnerships, with the exception of Domestic Violence. In addition, the Office will also manage the Caring Communities, the Community Building Initiative and the Schools Uniting Neighborhoods Initiative.

As alignment of existing County services will be a key role of the Office, six key school-based and school-linked service delivery programs will be part of the Office. In addition, the adoption of an early childhood framework, together with new state resources and the potential for new local resources create an opportunity to align our system of supports for early childhood, especially as they relate to home visiting programs. The City and County may want to look at

anti-poverty programming systematically, especially services and supports to homeless youth, individuals, families and the development of transitional and permanent housing.

Office of School and Community Partnerships Programs

As a commitment to the alignment of key community, family and school services, the County will initially delegate the management of the following programs to the Office:

School based and linked

- Caring Communities (not exclusively focused on schools)
- Family Resource Centers (school and community-based)
- Schools Uniting Neighborhoods
- Student Retention and School Support Services
- Touchstone
- Community and Family Service Centers (not exclusively focused on schools)

Community and Family Services, Early Childhood and Anti-Poverty Programs

- Community and Family Service Centers
- Early Childhood Supports
- Youth Investment System
- Homeless Families supports
- Weatherization and Energy Assistance Programs

Youth Services Programs

- Youth Employment
- Workforce Development Programs
- Homeless Youth System
- Gang Intervention

Relationship of this Office to other County departments and jurisdictions

Service Linkage

The Office of School and Community Partnerships will require service linkage with mental health, alcohol and drug, health and juvenile justice services, including the Student Attendance Initiative as they relate to individuals, youth, children and families. As part of its ongoing work, the Office will work with other departments to align the County's service delivery systems.

Policy Development, Planning and Evaluation

The Office of School and Community Partnerships will receive policy direction from the Chair and the Board of County Commissioners of Multnomah County. In addition, we anticipate forming a multi-jurisdictional advisory board to provide input to the Office, the Chair and the Board of County Commissioners, especially on system issues that cross jurisdictional lines, such as program alignment, resource sharing, information sharing, use of space, etc. Policy and planning and staffing of the multi-jurisdictional board, will be provided by and as a part of CCFC as a part of their mission, in cooperation with this Office. Evaluation will be provided in coordination with the County's Evaluation and Research Unit.

Initial Staffing and Budget

A Director will lead the Office. Positions and programs will be budgeted out of existing resources. The budget is approximately \$30,600,000, with approximately 67 FTE. Approximately 40 positions are County employees who deliver services directly through Touchstone, school and community-based Family Resource Centers, and weatherization and energy assistance programs. Other positions manage direct services contracts for SUN, Caring Communities, Family and Community Service Centers, and Student Retention/Support Services, Weatherization and Homeless Youth and Family systems. County and contract delivered direct services equal approximately \$27,500,000 or 90% of the Office's current expenditures.

Funding and personnel for materials and services supports and business services supports will be provided out of existing Community and Family Services resources and will be finalized as the office is started.

Policy, planning and staffing of the multi-jurisdictional board, will be provided by and as a part of CCFC as a part of their mission in coordination with this Office.

Deliverables for the Office of School and Community Partnerships

1. Develop and execute an administrative restructuring plan in alignment with office's policy objectives within the fiscal year 2002/03 constrained budget environment.
2. Participate in the Commission on Children and Families' (CCFC) assessment and development of recommendations for realignment of school-based and school linked services.
3. Review and implement assessment and realignment recommendations in consultation with the Chair's office, Board of County Commissioners, CCFC and affected service providers and partners.
4. In conjunction with the CCFC establish a multi-jurisdictional advisory board. Assist the advisory board in developing solutions the Office can execute and/or assist in executing, that address systems issues associated with support and services for early

childhood, families and individuals in poverty, and school based and linked programming.

5. In conjunction with CCFC and applicable departments, develop and implement realignment recommendations related to early childhood services. Initial emphasis will be on the realignment of home visiting services and integration of the Oregon Children's plan and its resources.
6. Staff the development and execution of new strategies and service delivery models or configurations related to community-delivered poverty programs with an initial specific focus on the supporting the development of an integrated system-wide approach for homeless shelter services in conjunction with the City of Portland partners and other stakeholders.
7. Develop and institute a system of performance standards for culturally competent service delivery. Support and the build the capacity of service delivery systems in order to create a strong and diverse network of culturally competent community-based organizations.
8. Provide a written annual progress report to the Chair's Office and the Board of County Commissioners and other partners and jurisdictions involved in the multi-jurisdictional board (such as CCFC, City Councils, and School Districts).

If you have questions, or need clarification, please do not hesitate to contact the Multnomah County Chair's Chief of Staff, John Rakowitz at 503 988 3308; email: john.a.Rakowitz@co.multnomah.or.us or Lorenzo T. Poe, Acting Director of the Office of School and Community Partnerships at lorenzo.t.poe@co.multnomah.or.us or Kathy Turner, Director of Commission on Children and Families at 503 988 3897; email: kathy.g.turner@co.multnomah.or.us.

APPENDIX B

**Office of School and Community Partnerships
Budget and Program Movement from DCFS to SCP
(Full-Year Budget Based on FY 02 Adopted Budget)**

	FTE	Expense Budget	County General Fund	Other Funds
Community Programs & Partnerships				
Division Management <i>(includes M&S and indirect for Division)</i>	9.50	\$1,916,352	\$1,834,150	\$82,202
Youth Investment <i>(Harry's Mother, SARS)</i>	0.15	\$1,349,327	\$753,822	\$595,505
Intervention Services <i>(GIFT, YEEP, Gang Outreach)</i>	1.00	\$646,742	\$367,788	\$278,954
Community Services Admin	2.00	\$117,603	\$0	\$117,603
Family Center System	0.00	\$6,053,344	\$5,136,000	\$917,344
Family Resource Centers <i>(School & Community Based)</i>	9.10	\$757,764	\$364,031	\$393,733
Caring Community <i>(Kelly Community House, see below)</i>	0.00	\$323,134	\$323,134	\$0
Wx/Energy Assistance	8.50	\$5,090,210	\$0	\$5,090,210
Housing/Public Works <i>(Homeless Youth, Homeless Families Facility Based Trans Housing, HOME, E-vouchers, Clearing House, Or Food Bank)</i>	8.00	\$8,685,786	\$2,488,220	\$6,197,566
Touchstone	21.00	\$1,361,210	\$1,254,114	\$107,096
Prevention <i>(Girls Initiative, Student Retention, SEI, Mentoring)</i>	0.00	\$1,706,377	\$1,547,135	\$159,242
Early Childhood <i>(Child Care Network and I&R)</i>	0.00	\$301,500	\$0	\$301,500
From DCFS Director's Office				
SUN Schools	3.00	\$1,301,380	\$651,614	\$649,766
Caring Community	0.00	\$436,795	\$354,563	\$82,232
Community Building	0.00	\$189,557	\$145,650	\$43,907
Leader's Roundtable	0.00	\$11,576	\$11,576	\$0
Move Management Analysts <i>(Larsen & Mack)</i>	1.80	\$136,822	\$136,822	\$0
Move proportional share of budget for M&S	0.00	To Be Determined		
From DCFS Business Services Group				
Move proportional share of budget & funding for support functions <i>(finance, contracts, HR, IT, etc)</i>		To Be Determined *		
Add New Positions				
Department Director & Admin Analyst <i>(Poe & Stewart)</i>	2.00	\$211,187	**	\$0
Add M&S for new positions	<u>approx</u>	<u>\$15,000</u>	<u>**</u>	<u>\$0</u>
Total	66.05	\$30,611,666	\$15,368,619	\$15,016,860

* Business Services will continue to be provided by DCFS in FY 02. Provision of these services and allocation of resources for FY 03 will be determined as part of the FY 03 budget process.

** Part-year funding for these costs in FY 02 will be done within existing DCFS resources. Aligning resources for these costs and the administrative structure for FY 03 is a deliverable of the new Office and will be incorporated in the FY 03 budget.

From: LINN Diane M

Sent: Tuesday, January 15, 2002 3:53 PM

To: #MULTNOMAH COUNTY ALL EMPLOYEES

Subject: Announcement Regarding the Office of School and Community Partnerships

I am pleased to welcome back Lorenzo Poe as acting Director of the County's proposed new Office of School and Community Partnerships. Final appointment to the position is expected to be confirmed by the Board on January 31. I am glad that he will continue to lead the County's efforts in supporting children and families. Lorenzo has a long and successful history here at the County of forming effective community partnerships that enhance the lives of so many in our region and I know that he will continue to do great work as head of the new Office.

I also wanted to provide you with a brief summary of the structure and responsibilities of the Office. I will be bringing my proposal creating the new Office to the Board of Commissioners for first reading on Thursday, January 24. The proposal includes moving the majority of programs and services in the Department of Community and Family Services' Community Programs & Partnership Division along with Schools Uniting Neighborhoods and the Caring Communities to the new Office. There are still a few details that need to be worked out, but we will soon have a concept paper available that outlines specifics about the Office.

Thank you all for your patience and support as we continue to go through some substantial structural changes and as always, thank you for the all the work you do.

Diane M. Linn
Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an
Emergency

Multnomah County Ordains as follows:

Section 1. The Multnomah County Code is amended to add Chapter 25 as follows:

CHAPTER 25 SCHOOL AND COMMUNITY PARTNERSHIPS

§ 25.000* GENERAL PROVISIONS

§ 25.010 Department Established.

An Office of School and Community Partnerships is created as a department. It manages and coordinates county services to individuals, families, youth and young children. The head of the department is the Director of the Office of School and Community Partnerships.

§ 25.020 Functions.

The Office of School and Community Partnerships is assigned the following functions:

- (A) Early childhood services,
- (B) Youth services,
- (C) Family and community resource services,
- (D) Early learning and school achievement programs,
- (E) Services for the homeless, and
- (F) Weatherization and energy assistance services.

§ 25.030 Service Partners.

The Office of School and Community Partnerships will work with the following county programs:

- (A) School-based mental health services,
- (B) School-based health clinics,

- (C) Alcohol and drug programs for children,
- (D) Student attendance initiative, and
- (E) County advisory committees and other county departments that provide early childhood, adult and family support services.

§ 25.040 Commission.

The Office of School and Community Partnerships will work with the Commission on Children, Families and Community as the Commission develops its plan for children and family services in the county. The Office will implement the parts of the plan that relate to the functions assigned by section 25.020.

Section 2. An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

FIRST READING:

January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 975

Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an
Emergency

Multnomah County Ordains as follows:

Section 1. The Multnomah County Code is amended to add Chapter 25 as follows:

CHAPTER 25 SCHOOL AND COMMUNITY PARTNERSHIPS

§ 25.000* GENERAL PROVISIONS

§ 25.010 Department Established.

An Office of School and Community Partnerships is created as a department. It manages and coordinates county services to individuals, families, youth and young children. The head of the department is the Director of the Office of School and Community Partnerships.

§ 25.020 Functions.

The Office of School and Community Partnerships is assigned the following functions:

- (A) Early childhood services,
- (B) Youth services,
- (C) Family and community resource services,
- (D) Early learning and school achievement programs,
- (E) Services for the homeless, and
- (F) Weatherization and energy assistance services.

§ 25.030 Service Partners.

The Office of School and Community Partnerships will work with the following county programs:

- (A) School-based mental health services,
- (B) School-based health clinics,

(C) Alcohol and drug programs for children,

(D) Student attendance initiative, and

(E) County advisory committees and other county departments that provide early childhood, adult and family support services.

§ 25.040 Commission.

The Office of School and Community Partnerships will work with the Commission on Children, Families and Community as the Commission develops its plan for children and family services in the county. The Office will implement the parts of the plan that relate to the functions assigned by section 25.020.

Section 2. An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

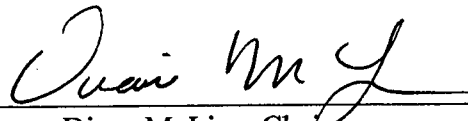
FIRST READING:

January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002

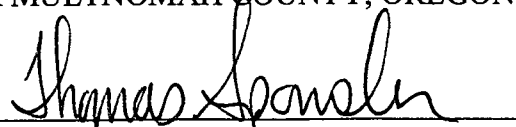
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler, County Attorney

MEETING DATE: January 31, 2002
AGENDA NO: R-10
ESTIMATED START TIME: 10:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Chair Diane Linn TELEPHONE #: 503/988-3308
BLDG/ROOM #: 503/600/Chair

PERSON(S) MAKING PRESENTATION: Chair Diane Linn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Consenting to Chair Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships

2/6/02 ORIGINALS to Lorenzo Poe

SIGNATURES REQUIRED:

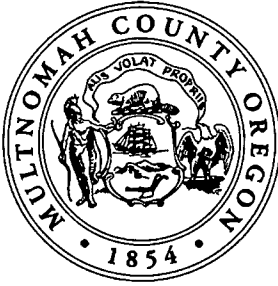
ELECTED OFFICIAL: Diane M. Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Diane M. Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

Phone: (503) 988-3308
FAX: (503) 988-3093
Email: mult.chair@co.multnomah.or.us

SUPPLEMENTAL STAFF REPORT

TO : Board of County Commissioners
FROM: Chair's Office
DATE: January 22, 2002
RE : Resolution Consenting to Chair's Appointment of Lorenzo T. Poe, Jr.
as Director of the Office of School and Community Partnerships

1. Recommendation/ Action Requested

Consent to Chair's recommendation to appoint Lorenzo T. Poe, Jr. as Director of the Office of School and Community Partnerships.

2. Background/ Analysis

Lorenzo has served Multnomah County in management positions for 19 years, administering programs for children, youth, families and individuals. He is very familiar with the programs, partners and alignment opportunities for the Office of School and Community Partnerships. Most recently, he was Director of the Community and Family Services, including the Division of Community Programs and Partnerships (DCPP). The majority of programs being reorganized into the Office of School and Community Partnerships come from DCPP. As two examples of systems alignment, Lorenzo has successfully overseen the integration of the family center and homeless family systems and the alignment of school based family resource centers with the SUN Initiative.

Lorenzo is an active community leader and volunteer. Currently, he is a member of the Portland Public School Board of Education. He also serves on the Oregon Juvenile Justice & Delinquency Prevention Act Statewide Advisory Group and the Governor's Juvenile Crime Prevention Advisory Committee. Lorenzo is on the Board of the United Way of the Columbia Willamette, Chair of the Coalition of Black Men, and co-Chair of the Youth Employment/Empowerment Coalition.

Lorenzo has been the recipient of a number of honors and awards including:

- ❖ World Arts Foundation Lifetime Achievement Dr. Martin Luther King, Jr. Award
- ❖ Hispanic Services Roundtable Leadership Award
- ❖ Alpha Kappa Alpha Sorority Emerald Award for Youth Services

- ❖ Boys and Girls Club Community Leadership Award
- ❖ Skanner Newspaper Dr. Martin Luther King, Jr. Drum Major for Freedom Award
- ❖ Black United Fund Edna Robertson Leadership Award
- ❖ House of Umoja Community Services Award
- ❖ Minority Youth Concerns Program Services Award

Lorenzo's experience in County government, his community leadership locally, statewide and nationally and his relationships and understanding of schools make him uniquely qualified to direct the newly created Office of School and Community Partnerships.

In this unprecedented time of financial uncertainty when services to schools are more needed than ever, Lorenzo Poe's leadership experience and passion are critical.

3. Financial Impact

The financial impact is revenue neutral. Any associated administrative costs will be absorbed in the upcoming merger and reorganization and in the FY 02-03 budget process.

4. Legal Issues

None

5. Controversial Issues

None

6. Link to Current County Policies

Appointing Lorenzo Poe as Director of the Office of School and Community Partnership will affect the County's ability to make progress on the school success and poverty benchmarks.

7. Citizen Participation

N/A

8. Other Government Participation

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Consent to Chair Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 6.10(3) provides that Chair appointment of department heads (directors) is subject to consent of a majority of the Board.
- b. The Chair appoints Lorenzo T. Poe as Director of the Office of School and Community Partnerships beginning February 1, 2002.

The Multnomah County Board of Commissioners Resolves:

1. In accordance with Multnomah County Charter Section 6.10(3), the Board consents to the appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships.

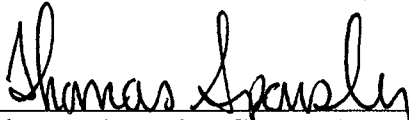
ADOPTED this 31st day of January, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-013

Consent to Chair Appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 6.10(3) provides that Chair appointment of department heads (directors) is subject to consent of a majority of the Board.
- b. The Chair appoints Lorenzo T. Poe as Director of the Office of School and Community Partnerships beginning February 1, 2002.

The Multnomah County Board of Commissioners Resolves:

1. In accordance with Multnomah County Charter Section 6.10(3), the Board consents to the appointment of Lorenzo T. Poe as Director of the Office of School and Community Partnerships.

ADOPTED this 31st day of January, 2002.

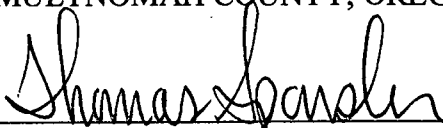


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

MEETING DATE: January 31, 2002
AGENDA NO: R-11
ESTIMATED START TIME: 10:40 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution establishing MCC Chapter 23, Human Services, Fees

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: County Attorney
CONTACT: Thomas Sponsler TELEPHONE #: 503-988-3138
BLDG/ROOM #: 503/500

PERSON(S) MAKING PRESENTATION: Thomas Sponsler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Establishing MCC Chapter 23, Human Services, Fees and repealing Resolution No. 98-89, effective February 1, 2002.

02/06/02 copies to Carol Kinoshita AND Jim McConnell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Thomas Sponsler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES


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



OFFICE OF
MULTNOMAH COUNTY ATTORNEY

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Tom Sponsler, County Attorney
DATE: January 23, 2002
RE: Resolution Establishing Multnomah County Code (MCC) Chapter 23,
Human Services, Fees



-
1. Recommendation/Action Requested: Adoption of resolution establishing fees for MCC Chapter 23, Human Services, and repealing Resolution No. 98-89, effective February 1, 2002.
 2. Background/Analysis: The Board adopted Resolution 98-89 establishing fees for MCC Chapter 25 on June 25, 1998. The Board is expected to adopt an ordinance creating the Department of Human Services and effectively moving the provisions of MCC Chapter 25, Aging and Disability Services into MCC Chapter 23, effective February 1, 2002. The proposed fee resolution establishes the Chapter 25 fees in the new Chapter 23, corrects references and repeals the prior resolution, effective February 1, 2002. **The fees and charges remain the same.**
 3. Financial Impact: None.
 4. Legal Issues: None.
 5. Controversial Issues: None.
 6. Link to Current County Policies: This provides an appropriate mechanism to implement County policies adopted by Ordinance and codified in the Multnomah County Code.
 7. Citizen Participation: None.
 8. Other Government Participation: None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-

A RESOLUTION ESTABLISHING FEES AND CHARGES FOR CHAPTER 23, HUMAN SERVICES, OF THE MULTNOMAH COUNTY CODE AND REPEALING RESOLUTION NO. 98-89

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 98-89 establishing fees for MCC Chapter 25 on June 25, 1998.
- c. On January 31, 2002, the Board adopted an ordinance creating the Department of Human Services and effectively moving the provisions of MCC Chapter 25, Aging and Disability Services into MCC Chapter 23, effective February 1, 2002. It is necessary to correct the references to the amended Chapter 23 and repeal Resolution 98-89.
- d. All fees and charges established by Resolution 98-89 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 23, Human Services, of the Multnomah County Code are set as follows:

Section 23.607. LICENSE FEE (Adult Care Homes).

Per bed per year:	\$ 40.00
Up to a maximum of:	\$200.00
Approval of resident manager:	\$ 25.00
Approval of substitute caregiver:	\$ 10.00

2. This resolution takes effect and Resolutions 98-89 is repealed on February 1, 2002.

ADOPTED this 31st day of January 2002.

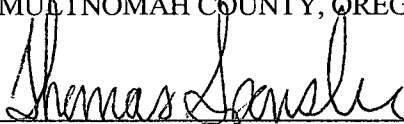
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-014

ESTABLISHING FEES AND CHARGES FOR CHAPTER 23, HUMAN SERVICES, OF THE
MULTNOMAH COUNTY CODE AND REPEALING RESOLUTION NO. 98-89

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 98-89 establishing fees for MCC Chapter 25 on June 25, 1998.
- c. On January 31, 2002, the Board adopted an ordinance creating the Department of County Human Services and effectively moving the provisions of MCC Chapter 25, Aging and Disability Services into MCC Chapter 23, effective February 1, 2002. It is necessary to correct the references to the amended Chapter 23 and repeal Resolution 98-89.
- d. All fees and charges established by Resolution 98-89 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 23, Human Services, of the Multnomah County Code are set as follows:

Section 23.607. LICENSE FEE (Adult Care Homes).

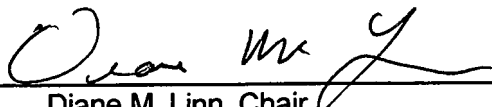
Per bed per year:	\$ 40.00
Up to a maximum of:	\$200.00
Approval of resident manager:	\$ 25.00
Approval of substitute caregiver:	\$ 10.00

2. This resolution takes effect and Resolutions 98-89 is repealed on February 1, 2002.

ADOPTED this 31st day of January 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Thomas Sponsler, County Attorney

MEETING DATE: January 31, 2002
AGENDA NO: R-12
ESTIMATED START TIME: 10:45 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution establishing MCC Chapter 7, Management and Business Services, Fees

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: County Attorney
CONTACT: Thomas Sponsler TELEPHONE #: 503-988-3138
BLDG/ROOM #: 503/500

PERSON(S) MAKING PRESENTATION: Thomas Sponsler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Establishing Fees and Charges for Chapter 7, Management and Business Services, of the Multnomah County Code and Repealing Resolutions 00-192 and 00-197

02/06/02 Copies to CAROL KINOSHITA AND Cecilia JOHNSON & KATHY TWIGBEE & STUART FARMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Thomas Sponsler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES


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



OFFICE OF
MULTNOMAH COUNTY ATTORNEY

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Tom Sponsler, County Attorney 

DATE: January 23, 2002

RE: Resolution Establishing Multnomah County Code (MCC) Chapter 7
Management and Business Services, Fees

1. Recommendation/Action Requested: Adoption of resolution establishing fees for MCC Chapter 7, Management and Business Services, and repealing Resolution Nos. 00-192 and 00-197, effective January 1, 2002.
2. Background/Analysis: The Board adopted Resolution 00-192 establishing fees for MCC Chapter 7, Administration, on November 30, 2000, and Resolution 00-197 establishing fees for Chapter 27, Environment and Property, on December 7, 2000. On December 20, 2001, the Board adopted Ordinance 971 creating the Department of Management and Business Services in Chapter 7 and effectively moving the provisions of Chapter 27 into Chapter 7 effective January 1, 2002. The proposed fee resolution adds Chapter 27 fees, corrects references and repeals the prior resolutions, effective January 1, 2002. **The fees and charges remain the same.**
3. Financial Impact: None.
4. Legal Issues: None.
5. Controversial Issues: None.
6. Link to Current County Policies: This provides an appropriate mechanism to implement County policies adopted by Ordinance and codified in the Multnomah County Code.
7. Citizen Participation: None.
8. Other Government Participation: None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-

ESTABLISHING FEES AND CHARGES FOR CHAPTER 7, MANAGEMENT AND BUSINESS SERVICES, OF THE MULTNOMAH COUNTY CODE AND REPEALING RESOLUTIONS 00-192 AND 00-197

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 00-192 establishing fees for MCC Chapter 7, Administration, on November 30, 2000, and Resolution 00-197 establishing fees for MCC Chapter 27, Environment and Property, on December 7, 2000.
- c. On December 20, 2001, the Board adopted Ordinance 971 creating the Department of Management and Business Services and effectively moving the provisions of MCC Chapter 27, Environment and Property into MCC Chapter 7. It is necessary to correct the references to the amended Chapter 7 and repeal Resolutions 00-192 and 00-197.
- d. All fees and charges established by Resolutions 00-192 and 00-197 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 7, Management and Business Services, of the Multnomah County Code are set as follows:

Section 7.002. DISHONORED CHECK FEES.

The fee for processing a dishonored check, draft or money order is \$25.00.

Section 7.005. INTEREST FEES.

The interest rate on receivables is 1.5% per month.

Section 7.006: PURCHASING AND HANDLING FEES.

The fee for purchasing and stores services is 10% of the value of goods purchased and handled.

Section 7.008. ASSESSMENT AND TAXATION FEES.

(A) For any printout or copy of an appraisal card for any tax account, the division of assessment and taxation shall charge a fee of \$1.00 per page, provided that where printouts or appraisal cards are requested and provided for more than one tax year or for any tax year other than the current year, the division shall charge an additional fee of \$1.00 for each such year.

(B) For the division's services in gathering, preparing or providing nonstandard information upon the request, the division shall collect a fee equal to its actual cost, as determined by the director of the division.

(C) In addition, the division shall charge the following fees for copies provided by it:

Assessment roll—microfiche	\$ 80.00
Property owners index—microfiche	20.00
Property address index—microfiche	20.00
Sales ratio tape—magnetic tape	100.00
Sales data—microfiche, per month	50.00
Individual copies of microfiche:	
First copy	10.00
Each additional copy	1.00
Assessment roll-magnetic tape	750.00
Tax bill file—magnetic tape	250.00
AT-42 COBOL subroutine—magnetic tape	50.00
Data dictionary	25.00
Merged recording indices—microfiche	100.00
Appraisal characteristics—microfiche	130.00
Record indexing fee, per document	1.00

Section 7.052. MISCELLANEOUS PERMIT FEES.

See Exhibit A attached.

Section 7.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS.

See Exhibit B attached

Section 7.054: ROAD VACATION APPLICATION.

Feasibility study:	\$200.00
Application:	120% of estimated costs
Minimum:	\$1,000.00 plus \$65.00 for posting

Section 7.055. STREET AND ROAD WIDENING PERMITS.

(B) The construction permit deposit schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by the County	Deposit
Minimum Deposit at the time of application	800.00
\$4,000.00 to \$10,000.00	20%
\$20,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 7.056. MISCELLANEOUS PUBLIC WORKS FEES.

For services provided by the department in connection with design, plan review and inspection of items not set forth elsewhere, the department shall charge fees sufficient to cover the actual cost of services. The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project cost as Estimated by the county	Deposit
Minimum deposit at the time of application	\$800.00
\$4,000.00 to \$10,000.00	20%
\$10,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 7.059. ZONE REVIEW AND ZONING INSPECTIONS.

For conducting any zone review prior to the issuance of a building or mobile home permit, the department shall charge a fee of \$25.00 or 15 percent of the permit fee, whichever is greater; provided that the fee for review of applications for permits to construct one-or two-family dwellings shall not exceed \$25.00. Zoning review fees are payable upon permit application. For conducting any zoning inspection during construction or after completion of construction, the department shall charge a fee equal to the greater of \$25.00 or 35 percent of the building permit fee, to be collected at the time the permit is issued, provided, however, that no fee for zoning inspection of one- and two-family dwellings shall exceed \$25.00. Zoning inspection fees are payable upon permit issuance.

Section 7.060. FILING OF MAP SURVEYS.

A fee of \$100.00 shall accompany each filing of a map of survey

Section 7.061. FEES FOR CERTAIN DOCUMENTS; PUBLIC LAND CORNER PRESERVATION ACCOUNT.

Document filing fee:	\$3.00
----------------------	--------

Section 7.062. COUNTY SURVEYOR FEES.

(A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.

- (1) Submit a boundary survey to the County surveyor a minimum of 30 days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.
- (2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.
- (3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.
- (4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for 30 days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.
- (5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such service in Oregon, setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.

(B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant except for post-monumented plats, which will not be refunded until after completion of the interior monumentation; the survey filing fee is non-refundable.

- (1) Partition Plat Review, the deposit shall be:

Base Deposit	\$480.00 plus
Survey filing Fee	\$100.00

- (2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	\$700.00 plus
Survey Filing Fee	\$100.00 plus
Per Lot, Tract, or Parcel	\$ 35.00 each, plus
Per gross acre of the subdivision if the average Lot size exceeds 15,000 sq. ft	\$ 31.00 per acre

- (3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120 percent of the estimate; the minimum deposits shall be:

Base Deposit	\$795.00 plus
Survey Filing Fee	\$100.00 plus
Per Lot, Tract, or Parcel	\$45.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	\$31.00 per acre

- (4) For Condominium Plat Review, the deposit shall be:

Base Deposit	\$770.00 plus
Each Building	\$105.00 each, plus
Survey Filing Fee	\$100.00

- (5) For Condominium Plat Amendment Review, the deposit shall be:

Base Deposit	\$500.00 plus
Survey Filing Fee	\$100.00

- (C) Posting of street vacations in accordance with
ORS 271.230(2)

\$ 65.00

- (D) Review, Approval, and Posting of Affidavits of
correction

\$ 45.00 plus county
clerk's recording fee

- (E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be \$150.00.

- (F) In accordance with ORS 92.070(5), (1997), relating to the reestablishment of Subdivision Plat Monuments and the review and recordation of the required surveyor's affidavit in support thereof, the affidavit recording fee shall be \$100.00 plus the county clerk's recording fee.

- (G) In accordance with ORS 100.115(6), (1997), relating to Declaration Amendment Review service, the fee shall be \$100.00 plus the county clerk's recording fee.

Section 7.064. BOOK OF RECORDS.

Minimum per roll of 16mm:	\$12.00
Minimum per roll for 35mm microfilm:	\$15.00
Minimum for microfiches:	\$ 2.00

Section 7.065. MAP REPRODUCTIONS AND LOANS.

For the services of the department in reproducing and loaning maps, fees shall be charged in accordance with the following schedules:

Standard Weight	Blackline	Sepia
¼ Section		
30 inches x 36 inches	\$3.00	\$5.00
600 Scale		
21 inches x 33 inches	\$2.00	\$3.00
Plat		
18 inches x 24 inches	\$2.00	\$2.00
1,000 Scale		
13 inches x 21 inches	\$1.00	\$2.00

Photostat copy where no tracing exists: \$5.00

Office duplicator copy of a portion of a map: \$1.50

For loaning sepia or plat tracing, 48-hour
limit excluding weekends and holidays: \$0.50 each

Each additional 48 hours excluding weekends and holidays: \$2.00 each

Condominium hardboard and tracing recording: \$9.00 per page.

Section 7.067. BOUNDARY CHANGE APPLICATION.

For services provided by the department in connection with processing a boundary change petition, the department shall charge fees sufficient to cover the actual cost of services. The following is a deposit only and is in addition to any other fees, deposits or charges authorized by law. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the process. The difference between the actual costs and the deposit will either be billed or refunded to the applicant. Minimum Deposit: \$2,300 per application (includes Metro mapping service fee).

Section 7.303.

DOMESTIC PARTNERSHIP REGISTRATION FEES:

Filing Fees:

Registration:	\$60.00, to be distributed as follows:	
		\$25 to county (General Fund) for processing
		\$25 to the Multnomah County Community and Family Services – Clearinghouse to be used for safe housing for Domestic Violence victims
		\$10 for conciliation services provided under ORS §§ 107.5100 to 107.610
Termination:	\$25.00	to county for processing

Section 7.405. PROCEDURE FOR REQUESTING TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING PURPOSES:

Non-refundable Application Fee: \$50.00

Section 7.410. PROCEDURE FOR DISPOSITION OF REQUESTS FOR TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING AND FOR OPEN SPACE, PARKS OR NATURAL AREAS:

Non-refundable Transfer Fee: \$200.00

Section 7.505 . REAL PROPERTY COMPENSATION APPLICATION FEE AND ADDITIONAL COSTS:

Non-refundable Application Fee: \$1,550
Posting signs: \$5 each

Section 7.605. PERMITS.

Ammonia storage: \$25.00

Section 7.783. SEWER USER SERVICE CHARGES.

Per equivalent dwelling unit, per month: \$14.00
Pumping, per 1,000 cubic feet water consumption per month: \$0.50 to \$2.00

Section 7.784. SENIOR CITIZENS RATE

Per month: \$7.00

Section 7.788.

CONNECTION FEES.

(A) The following fees for connection with a public sewer inside or outside the district shall become effective November 1, 1984, and shall be based on equivalent dwelling units and shall be as follows:

(1) Residential Users:

- (a) Single-family unit connection fee, October 1, 1984: \$1,100.00
- (b) Multifamily unit connection fee:
 - (i) First living unit: \$1,100.00
 - (ii) Each additional living unit: \$ 935.00

(2) Nonresidential users: The formula for computing the connection fee for a nonresidential user shall be equal to the equivalent dwelling units multiplied by \$1,100.00. Equivalent dwelling units shall be determined by table 2 of MCC 8.70.360.

(3) Combined dwelling units and others: Where both dwelling units and other occupancies are combined on the same property, the charges for sanitary connection shall be at the living unit rate for the dwelling units required in subsection (A)(1)(b) of this section, plus the rates given in (A)(2) for the nonresidential users of the property.

Section 7.790.

EXTRA-STRENGTH INDUSTRIAL WASTE.

(D) *Extra-strength rates.* Effective October 1, 1984:

BOD, per pound	\$0.097
Suspended solids, per pound	\$0.106

(E) *Industrial waste discharge permit fees.*

- (1) The engineer shall determine the effective period for the permit, based upon such factors as concentration, volume, and origin of the discharge. In no case shall an industrial waste permit be effective for a period exceeding five years.
- (2) Except as provided in subsection (F)(2)[sic], fees for industrial waste discharge permits shall be \$75.00 for each permit and \$50.00 for each renewal of a permit. However, permit renewals which involve new or additional discharges from those in the preceding permit shall have a fee of \$75.00. Where a permit is issued as a result of a violation, the permit fee shall be \$150.00. Fees are payable to the county as part of the application for the permit or permit renewal.
- (3) Where the owner of a property is discharging industrial wastes prior to the effective date of the ordinance comprising this subchapter, the owner shall

be issued an industrial waste discharge permit at no charge, but will then be subject to the renewal fees and requirements of this section.

- (F) *Minimal charges suspension.* The engineer may establish a minimum limit for monthly extra-strength charges. The billing for all accounts whose monthly extra-strength charges are below this minimum limit will be suspended until such time as they are found to be higher.
- (G) *Adjustments.* The engineer may check sewage strength as outlined in this section and adjust charges where applicable at any time in accordance with the most recent analysis.
- (H) *Resampling request; fees.* Any discharger may request the district to resample wastewater at no charge if 18 months or more have elapsed since the last such sampling. If less than 18 months have elapsed since the last sampling, then requests for the district to resample wastes shall be submitted in writing and accompanied by full payment for the resampling fee. The fee to each account for five days of sampling is \$500.00 per sample, per sampling point. The fee for one day's resampling is \$125.00 per sample, per sampling point.

2. This resolution takes effect and Resolutions 00-192 and 00-197 are repealed on January 1, 2002.

ADOPTED this 31st day of January 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

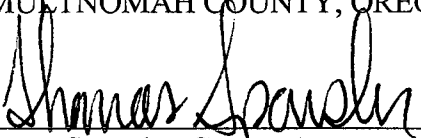

Thomas Sponsler, County Attorney

EXHIBIT A

Section 7.052. MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees.

The following fees shall be charged for permits:

- (A) For overweight or overdimensional moves, except for moves as specified in MCC 5.10.215(B), either single trip or annual permit, the fee shall be \$8.00. Future fee increases by the Oregon Department of Transportation shall automatically increase the county's fee for this service to the same level, without action of the board of county commissioners.
- (B) For building and structure move permits issued under authority of ORS 483.502 to 483.536, all permittees shall post a deposit of \$1,000.00 prior to issuance of a permit. Non-refundable permit application, investigation and issuance fees for structures under 14 feet in width and 15 feet in height shall be \$115.00. For structures exceeding the above dimensions, the non-refundable permit fee shall be \$145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves, the non-refundable permit fees for heights over 17 feet in width shall be \$75.00 for a normal workday, and \$350.00 for holidays and weekends.
- (C) For permits issues for manholes for storm and sanitary sewers, the fee shall be \$30.00 per manhole.
- (D) For permits issued for canopies, awnings and marquees, a fee of \$40.00 shall be charged.
- (E) For permits issued for construction or reconstruction of driveway approaches, the fees shall be:
 - (1) \$90.00 first driveway approach.
 - (2) \$60.00 each additional driveway approach inspected at the same time as first approach.
 - (3) Common accessway permit fees for plan review and inspection shall be \$120.00 or \$0.06 per square foot of common accessway, whichever is greater. The above fee will include the first driveway approach fee under section 5.10.215(E).
 - (4) \$90.00 for agriculture approaches.
 - (5) \$90.00 for temporary logging approaches.
- (F) For permits issued for sewer connections, the fee shall be \$1,200.00 per connection.

- (G) For a drilling or boring test hole permit, the fee shall be \$84.00 each.
- (H) For curb drain outlet construction or reconstruction, including drainage connections to catchbasins, a fee of \$20.00 shall be charged.
- (I) For sidewalk construction or reconstruction, the fee shall be \$0.25 per square foot with a minimum fee of \$10.00. For curb construction or reconstruction the fee shall be \$0.35 per lineal foot with a minimum fee of \$10.00.
- (J) The fee to release advertising benches picked up within the right-of-way shall be \$50.00 per bench.
- (K) For any excavation, construction, reconstruction, repair, removal, abandonment, placement or use within the right-of-way except where otherwise provided in MCC 5.10.200 to 5.10260, the permit fee shall be a minimum of \$50.00.
- (L) For material filing or excavating within the public right-of-way, the permit fee shall be \$50.00.
- (M) For underground storm or sanitary sewer construction, reconstruction or repair permits, including property service and laterals not maintained by the county, the fees shall be:

*Length of Conduit
Constructed,
Reconstructed,
Repaired or Exposed
for Repair*

Fee

0	-	50	feet	\$50.00
51	-	100	feet	60.00
101	-	200	feet	70.00
201	-	300	feet	75.00
301	-	400	feet	80.00
401	-	500	feet	85.00
501		feet and over		\$85.00 plu \$0.07 per foot over 500 feet

Conduit diameters exceeding 24 inches shall be assessed a surcharge onto the above rates of \$0.01 per foot of diameter per foot of length.

- (N) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.
- (O) A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being \$50.00.
- (P) Permits under this section shall be issued without charge when a permit is required as a direct result of a county public works improvement.
- (Q) For temporary closure of any street or any portion of a street, the fee shall be \$84.00. [Ord. 126 § 9 (1976); Ord. 195 § 6 (1979); Ord. 256 § 2 (1980); Ord. 278 § 3 (1981); Ord. 367 § 1 (1983) (court of appeals held that payment of fee for permit by utility companies was in violation of ORS 758.010 on May 16, 1984, supreme court denied petition for review August 8, 1984, court of appeals decision became enforceable September 10, 1984); Ord. 467 § 2 (1985); Ord 826 § 2(A)--(H) (1995)]

EXHIBIT B

Section 27.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS

Fees for plan review and inspection of underground installations and street intersections.

- (A) For plan review and inspection of any storm sewer line installation, when completed facilities are to be maintained by the county, the fee shall be:

<i>Estimated or Bid Construction Cost</i>			<i>Fee</i>
0.00	-	\$1,000.00	\$50.00
\$1,000.00	-	5,000.00	\$50.00 plus 1.25% over \$1,000.00
5,000.00	-	10,000.00	\$100.00 plus 1.00% over \$5,000.00
10,000.00	-	15,000.00	\$150.00 plus 0.90% over \$10,000.00
15,000.00	-	20,000.00	\$195.00 plus 0.80% over \$15,000.00
20,000.00	-	25,000.00	\$235.00 plus 0.70% over \$20,000.00
25,000.00	-	30,000.00	\$270.00 plus 0.60% over \$25,000.00
30,000.00	-	35,000.00	\$300.00 plus 0.50% over \$30,000.00
35,000.00	-	40,000.00	\$325.00 plus 0.40% over \$35,000.00
40,000.00	-	45,000.00	\$345.00 plus 0.30% over \$40,000.00
45,000.00	-	50,000.00	\$360.00 plus 0.20% over \$45,000.00
50,000.00	-	and over	\$370.00 plus 0.74% over \$50,000.00

- (B) When submitting plans for review, the applicant shall submit a copy of the engineer's estimate or the bid construction cost. No plans will be reviewed without the required cost figures. If, in the opinion of the director of the department, the cost figures appear unreasonable, the director shall establish the permit fee based upon the director's cost estimate of the work to be done. The director shall submit a report to the county executive/chair of the board of county commissioners whenever a cost estimate is adjusted and shall state the reasons therefor.
- (C) For utility lines, including storm and sanitary sewers, to be maintained by others, not connecting to a county-maintained system but located within county-controlled

right-of-way or easements, the plan review and inspection fee will be \$40.00 plus \$0.10 per foot of line.

- (D) For storm or sanitary sewer line systems located on private land connecting to county maintained systems, the plan review and inspection fee will be a minimum of \$40.00 plus \$10.00 for each acre or fraction thereof within the development area. Developments requiring both storm and sanitary system review will be charged that rate for each.
- (E) A sewer line system for fee purposes means a line with two or more connections including lateral lines, house branches, inlets or any other appurtenance contributing discharge.
- (F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.
- (G) For plan review and inspection of each street intersection or vehicle access, either public or private, other than a standard driveway approach, a fee of \$40.00 will be charged.
- (H) Plans shall be reviewed by Multnomah County under this section for compatibility with the comprehensive plan, conformance to county design criteria, as applicable, and for general protection of county facilities as considered necessary.
- (I) Inspection by Multnomah County under this section will be cursory only and will not relieve the owner, contractor or engineer of responsibility for the project being completed according to plans and specifications.

[Ord. 126 § 10 (1976); Ord. 826 § 2(I), (J)(1995)]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-015

ESTABLISHING FEES AND CHARGES FOR CHAPTER 7, MANAGEMENT AND BUSINESS SERVICES, OF THE MULTNOMAH COUNTY CODE AND REPEALING RESOLUTIONS 00-192 AND 00-197

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 00-192 establishing fees for MCC Chapter 7, Administration, on November 30, 2000, and Resolution 00-197 establishing fees for MCC Chapter 27, Environment and Property, on December 7, 2000.
- c. On December 20, 2001, the Board adopted Ordinance 971 creating the Department of Management and Business Services and effectively moving the provisions of MCC Chapter 27, Environment and Property into MCC Chapter 7. It is necessary to correct the references to the amended Chapter 7 and repeal Resolutions 00-192 and 00-197.
- d. All fees and charges established by Resolutions 00-192 and 00-197 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 7, Management and Business Services, of the Multnomah County Code are set as follows:

Section 7.002. DISHONORED CHECK FEES.

The fee for processing a dishonored check, draft or money order is \$25.00.

Section 7.005. INTEREST FEES.

The interest rate on receivables is 1.5% per month.

Section 7.006: PURCHASING AND HANDLING FEES.

The fee for purchasing and stores services is 10% of the value of goods purchased and handled.

Section 7.008. ASSESSMENT AND TAXATION FEES.

(A) For any printout or copy of an appraisal card for any tax account, the division of assessment and taxation shall charge a fee of \$1.00 per page, provided that where printouts or appraisal cards are requested and provided for more than one tax year or for any tax year other than the current year, the division shall charge an additional fee of \$1.00 for each such year.

(B) For the division's services in gathering, preparing or providing nonstandard information upon the request, the division shall collect a fee equal to its actual cost, as determined by the director of the division.

(C) In addition, the division shall charge the following fees for copies provided by it:

Assessment roll—microfiche	\$ 80.00
Property owners index—microfiche	20.00
Property address index—microfiche	20.00
Sales ratio tape—magnetic tape	100.00
Sales data—microfiche, per month	50.00
Individual copies of microfiche:	
First copy	10.00
Each additional copy	1.00
Assessment roll-magnetic tape	750.00
Tax bill file—magnetic tape	250.00
AT-42 COBOL subroutine—magnetic tape	50.00
Data dictionary	25.00
Merged recording indices—microfiche	100.00
Appraisal characteristics—microfiche	130.00
Record indexing fee, per document	1.00

Section 7.052. MISCELLANEOUS PERMIT FEES.

See Exhibit A attached.

Section 7.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS.

See Exhibit B attached

Section 7.054: ROAD VACATION APPLICATION.

Feasibility study:	\$200.00
Application:	120% of estimated costs
Minimum:	\$1,000.00 plus \$65.00 for posting

Section 7.055. STREET AND ROAD WIDENING PERMITS.

(B) The construction permit deposit schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by the County	Deposit
Minimum Deposit at the time of application	800.00
\$4,000.00 to \$10,000.00	20%
\$20,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 7.056. MISCELLANEOUS PUBLIC WORKS FEES.

For services provided by the department in connection with design, plan review and inspection of items not set forth elsewhere, the department shall charge fees sufficient to cover the actual cost of services. The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project cost as Estimated by the county	Deposit
Minimum deposit at the time of application	\$800.00
\$4,000.00 to \$10,000.00	\$20%
\$10,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 7.059. ZONE REVIEW AND ZONING INSPECTIONS.

For conducting any zone review prior to the issuance of a building or mobile home permit, the department shall charge a fee of \$25.00 or 15 percent of the permit fee, whichever is greater; provided that the fee for review of applications for permits to construct one-or two-family dwellings shall not exceed \$25.00. Zoning review fees are payable upon permit application. For conducting any zoning inspection during construction or after completion of construction, the department shall charge a fee equal to the greater of \$25.00 or 35 percent of the building permit fee, to be collected at the time the permit is issued, provided, however, that no fee for zoning inspection of one- and two-family dwellings shall exceed \$25.00. Zoning inspection fees are payable upon permit issuance.

Section 7.060. FILING OF MAP SURVEYS.

A fee of \$100.00 shall accompany each filing of a map of survey

Section 7.061. FEES FOR CERTAIN DOCUMENTS; PUBLIC LAND CORNER PRESERVATION ACCOUNT.

Document filing fee:	\$3.00
----------------------	--------

Section 7.062. COUNTY SURVEYOR FEES.

(A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.

- (1) Submit a boundary survey to the County surveyor a minimum of 30 days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.
- (2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.
- (3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.
- (4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for 30 days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.
- (5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such service in Oregon, setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.

(B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant except for post-monumented plats, which will not be refunded until after completion of the interior monumentation; the survey filing fee is non-refundable.

- (1) Partition Plat Review, the deposit shall be:

Base Deposit	\$480.00 plus
Survey filing Fee	\$100.00

- (2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	\$700.00 plus
Survey Filing Fee	\$100.00 plus
Per Lot, Tract, or Parcel	\$ 35.00 each, plus
Per gross acre of the subdivision if the average Lot size exceeds 15,000 sq. ft	\$ 31.00 per acre

- (3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120 percent of the estimate; the minimum deposits shall be:

Base Deposit	\$795.00 plus
Survey Filing Fee	\$100.00 plus
Per Lot, Tract, or Parcel	\$45.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	\$31.00 per acre

- (4) For Condominium Plat Review, the deposit shall be:

Base Deposit	\$770.00 plus
Each Building	\$105.00 each, plus
Survey Filing Fee	\$100.00

- (5) For Condominium Plat Amendment Review, the deposit shall be:

Base Deposit	\$500.00 plus
Survey Filing Fee	\$100.00

- (C) Posting of street vacations in accordance with
ORS 271.230(2)

\$ 65.00

- (D) Review, Approval, and Posting of Affidavits of
correction

\$ 45.00 plus county
clerk's recording fee

- (E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be \$150.00.

- (F) In accordance with ORS 92.070(5), (1997), relating to the reestablishment of Subdivision Plat Monuments and the review and recordation of the required surveyor's affidavit in support thereof, the affidavit recording fee shall be \$100.00 plus the county clerk's recording fee.

- (G) In accordance with ORS 100.115(6), (1997), relating to Declaration Amendment Review service, the fee shall be \$100.00 plus the county clerk's recording fee.

Section 7.064. BOOK OF RECORDS.

Minimum per roll of 16mm:	\$12.00
Minimum per roll for 35mm microfilm:	\$15.00
Minimum for microfiches:	\$ 2.00

Section 7.065. MAP REPRODUCTIONS AND LOANS.

For the services of the department in reproducing and loaning maps, fees shall be charged in accordance with the following schedules:

Standard Weight	Blackline	Sepia
¼ Section		
30 inches x 36 inches	\$3.00	\$5.00
600 Scale		
21 inches x 33 inches	\$2.00	\$3.00
Plat		
18 inches x 24 inches	\$2.00	\$2.00
1,000 Scale		
13 inches x 21 inches	\$1.00	\$2.00

Photostat copy where no tracing exists: \$5.00

Office duplicator copy of a portion of a map: \$1.50

For loaning sepia or plat tracing, 48-hour
limit excluding weekends and holidays: \$0.50 each

Each additional 48 hours excluding weekends and holidays: \$2.00 each

Condominium hardboard and tracing recording: \$9.00 per page.

Section 7.067. BOUNDARY CHANGE APPLICATION.

For services provided by the department in connection with processing a boundary change petition, the department shall charge fees sufficient to cover the actual cost of services. The following is a deposit only and is in addition to any other fees, deposits or charges authorized by law. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the process. The difference between the actual costs and the deposit will either be billed or refunded to the applicant. Minimum Deposit: \$2,300 per application (includes Metro mapping service fee).

Section 7.303.

DOMESTIC PARTNERSHIP REGISTRATION FEES:

Filing Fees:

Registration:

\$60.00, to be distributed as follows:

\$25	to county (General Fund) for processing
\$25	to the Multnomah County Community and Family Services – Clearinghouse to be used for safe housing for Domestic Violence victims
\$10	for conciliation services provided under ORS §§ 107.5100 to 107.610

Termination:

\$25.00

to county for processing

Section 7.405. PROCEDURE FOR REQUESTING TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING PURPOSES:

Non-refundable Application Fee:

\$50.00

Section 7.410. PROCEDURE FOR DISPOSITION OF REQUESTS FOR TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING AND FOR OPEN SPACE, PARKS OR NATURAL AREAS:

Non-refundable Transfer Fee:

\$200.00

Section 7.505 . REAL PROPERTY COMPENSATION APPLICATION FEE AND ADDITIONAL COSTS:

Non-refundable Application Fee:

\$1,550

Posting signs:

\$5 each

Section 7.605.

PERMITS.

Ammonia storage:

\$25.00

Section 7.783.

SEWER USER SERVICE CHARGES.

Per equivalent dwelling unit, per month:

\$14.00

Pumping, per 1,000 cubic feet water consumption per month:

\$0.50 to \$2.00

Section 7.784.

SENIOR CITIZENS RATE

Per month:

\$7.00

Section 7.788.

CONNECTION FEES.

(A) The following fees for connection with a public sewer inside or outside the district shall become effective November 1, 1984, and shall be based on equivalent dwelling units and shall be as follows:

(1) Residential Users:

- | | | |
|------|---|------------|
| (a) | Single-family unit connection fee, October 1, 1984: | \$1,100.00 |
| (b) | Multifamily unit connection fee: | |
| (i) | First living unit: | \$1,100.00 |
| (ii) | Each additional living unit: | \$ 935.00 |

(2) Nonresidential users: The formula for computing the connection fee for a nonresidential user shall be equal to the equivalent dwelling units multiplied by \$1,100.00. Equivalent dwelling units shall be determined by table 2 of MCC 8.70.360.

(3) Combined dwelling units and others: Where both dwelling units and other occupancies are combined on the same property, the charges for sanitary connection shall be at the living unit rate for the dwelling units required in subsection (A)(1)(b) of this section, plus the rates given in (A)(2) for the nonresidential users of the property.

Section 7.790.

EXTRA-STRENGTH INDUSTRIAL WASTE.

(D) *Extra-strength rates.* Effective October 1, 1984:

BOD, per pound	\$0.097
Suspended solids, per pound	\$0.106

(E) *Industrial waste discharge permit fees.*

- (1) The engineer shall determine the effective period for the permit, based upon such factors as concentration, volume, and origin of the discharge. In no case shall an industrial waste permit be effective for a period exceeding five years.
- (2) Except as provided in subsection (F)(2)[sic], fees for industrial waste discharge permits shall be \$75.00 for each permit and \$50.00 for each renewal of a permit. However, permit renewals which involve new or additional discharges from those in the preceding permit shall have a fee of \$75.00. Where a permit is issued as a result of a violation, the permit fee shall be \$150.00. Fees are payable to the county as part of the application for the permit or permit renewal.
- (3) Where the owner of a property is discharging industrial wastes prior to the effective date of the ordinance comprising this subchapter, the owner shall

be issued an industrial waste discharge permit at no charge, but will then be subject to the renewal fees and requirements of this section.

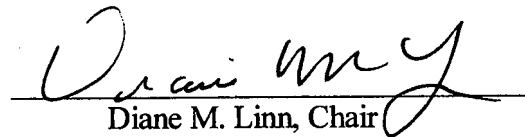
- (F) *Minimal charges suspension.* The engineer may establish a minimum limit for monthly extra-strength charges. The billing for all accounts whose monthly extra-strength charges are below this minimum limit will be suspended until such time as they are found to be higher.
- (G) *Adjustments.* The engineer may check sewage strength as outlined in this section and adjust charges where applicable at any time in accordance with the most recent analysis.
- (H) *Resampling request; fees.* Any discharger may request the district to resample wastewater at no charge if 18 months or more have elapsed since the last such sampling. If less than 18 months have elapsed since the last sampling, then requests for the district to resample wastes shall be submitted in writing and accompanied by full payment for the resampling fee. The fee to each account for five days of sampling is \$500.00 per sample, per sampling point. The fee for one day's resampling is \$125.00 per sample, per sampling point.

2. This resolution takes effect and Resolutions 00-192 and 00-197 are repealed on January 1, 2002.

ADOPTED this 31st day of January 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

EXHIBIT A

Section 7.052. MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees.

The following fees shall be charged for permits:

- (A) For overweight or overdimensional moves, except for moves as specified in MCC 5.10.215(B), either single trip or annual permit, the fee shall be \$8.00. Future fee increases by the Oregon Department of Transportation shall automatically increase the county's fee for this service to the same level, without action of the board of county commissioners.
- (B) For building and structure move permits issued under authority of ORS 483.502 to 483.536, all permittees shall post a deposit of \$1,000.00 prior to issuance of a permit. Non-refundable permit application, investigation and issuance fees for structures under 14 feet in width and 15 feet in height shall be \$115.00. For structures exceeding the above dimensions, the non-refundable permit fee shall be \$145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves, the non-refundable permit fees for heights over 17 feet in width shall be \$75.00 for a normal workday, and \$350.00 for holidays and weekends.
- (C) For permits issues for manholes for storm and sanitary sewers, the fee shall be \$30.00 per manhole.
- (D) For permits issued for canopies, awnings and marquees, a fee of \$40.00 shall be charged.
- (E) For permits issued for construction or reconstruction of driveway approaches, the fees shall be:
 - (1) \$90.00 first driveway approach.
 - (2) \$60.00 each additional driveway approach inspected at the same time as first approach.
 - (3) Common accessway permit fees for plan review and inspection shall be \$120.00 or \$0.06 per square foot of common accessway, whichever is greater. The above fee will include the first driveway approach fee under section 5.10.215(E).
 - (4) \$90.00 for agriculture approaches.
 - (5) \$90.00 for temporary logging approaches.
- (F) For permits issued for sewer connections, the fee shall be \$1,200.00 per connection.

- (G) For a drilling or boring test hole permit, the fee shall be \$84.00 each.
- (H) For curb drain outlet construction or reconstruction, including drainage connections to catchbasins, a fee of \$20.00 shall be charged.
- (I) For sidewalk construction or reconstruction, the fee shall be \$0.25 per square foot with a minimum fee of \$10.00. For curb construction or reconstruction the fee shall be \$0.35 per lineal foot with a minimum fee of \$10.00.
- (J) The fee to release advertising benches picked up within the right-of-way shall be \$50.00 per bench.
- (K) For any excavation, construction, reconstruction, repair, removal, abandonment, placement or use within the right-of-way except where otherwise provided in MCC 5.10.200 to 5.10260, the permit fee shall be a minimum of \$50.00.
- (L) For material filing or excavating within the public right-of-way, the permit fee shall be \$50.00.
- (M) For underground storm or sanitary sewer construction, reconstruction or repair permits, including property service and laterals not maintained by the county, the fees shall be:

*Length of Conduit
Constructed,
Reconstructed,
Repaired or Exposed
for Repair*

Fee

0	-	50	feet	\$50.00
51	-	100	feet	60.00
101	-	200	feet	70.00
201	-	300	feet	75.00
301	-	400	feet	80.00
401	-	500	feet	85.00
501		feet and over		\$85.00 plu \$0.07 per foot over 500 feet

Conduit diameters exceeding 24 inches shall be assessed a surcharge onto the above rates of \$0.01 per foot of diameter per foot of length.

- (N) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.
- (O) A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being \$50.00.
- (P) Permits under this section shall be issued without charge when a permit is required as a direct result of a county public works improvement.
- (Q) For temporary closure of any street or any portion of a street, the fee shall be \$84.00. [Ord. 126 § 9 (1976); Ord. 195 § 6 (1979); Ord. 256 § 2 (1980); Ord. 278 § 3 (1981); Ord. 367 § 1 (1983) (court of appeals held that payment of fee for permit by utility companies was in violation of ORS 758.010 on May 16, 1984, supreme court denied petition for review August 8, 1984, court of appeals decision became enforceable September 10, 1984); Ord. 467 § 2 (1985); Ord 826 § 2(A)--(H) (1995)]

EXHIBIT B

Section 27.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS

Fees for plan review and inspection of underground installations and street intersections.

- (A) For plan review and inspection of any storm sewer line installation, when completed facilities are to be maintained by the county, the fee shall be:

<i>Estimated or Bid Construction Cost</i>			<i>Fee</i>
0.00	-	\$1,000.00	\$50.00
\$1,000.00	-	5,000.00	\$50.00 plus 1.25% over \$1,000.00
5,000.00	-	10,000.00	\$100.00 plus 1.00% over \$5,000.00
10,000.00	-	15,000.00	\$150.00 plus 0.90% over \$10,000.00
15,000.00	-	20,000.00	\$195.00 plus 0.80% over \$15,000.00
20,000.00	-	25,000.00	\$235.00 plus 0.70% over \$20,000.00
25,000.00	-	30,000.00	\$270.00 plus 0.60% over \$25,000.00
30,000.00	-	35,000.00	\$300.00 plus 0.50% over \$30,000.00
35,000.00	-	40,000.00	\$325.00 plus 0.40% over \$35,000.00
40,000.00	-	45,000.00	\$345.00 plus 0.30% over \$40,000.00
45,000.00	-	50,000.00	\$360.00 plus 0.20% over \$45,000.00
50,000.00	-	and over	\$370.00 plus 0.74% over \$50,000.00

- (B) When submitting plans for review, the applicant shall submit a copy of the engineer's estimate or the bid construction cost. No plans will be reviewed without the required cost figures. If, in the opinion of the director of the department, the cost figures appear unreasonable, the director shall establish the permit fee based upon the director's cost estimate of the work to be done. The director shall submit a report to the county executive/chair of the board of county commissioners whenever a cost estimate is adjusted and shall state the reasons therefor.
- (C) For utility lines, including storm and sanitary sewers, to be maintained by others, not connecting to a county-maintained system but located within county-controlled

right-of-way or easements, the plan review and inspection fee will be \$40.00 plus \$0.10 per foot of line.

- (D) For storm or sanitary sewer line systems located on private land connecting to county maintained systems, the plan review and inspection fee will be a minimum of \$40.00 plus \$10.00 for each acre or fraction thereof within the development area. Developments requiring both storm and sanitary system review will be charged that rate for each.
- (E) A sewer line system for fee purposes means a line with two or more connections including lateral lines, house branches, inlets or any other appurtenance contributing discharge.
- (F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.
- (G) For plan review and inspection of each street intersection or vehicle access, either public or private, other than a standard driveway approach, a fee of \$40.00 will be charged.
- (H) Plans shall be reviewed by Multnomah County under this section for compatibility with the comprehensive plan, conformance to county design criteria, as applicable, and for general protection of county facilities as considered necessary.
- (I) Inspection by Multnomah County under this section will be cursory only and will not relieve the owner, contractor or engineer of responsibility for the project being completed according to plans and specifications.

[Ord. 126 § 10 (1976); Ord. 826 § 2(I), (J)(1995)]

#1

SPEAKER SIGN UP CARDS

DATE 1-31-2002
NAME Norman Paulsen
ADDRESS Salem Ore
PHONE 503 306 5230
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Library Levy
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE JAN 31, 2002
NAME JOHN D. BURNS
ADDRESS 111 SW 5TH STE 3500
PHONE (503) 205-2393
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Library
GIVE TO BOARD CLERK

MEETING DATE: January 31, 2002
AGENDA NO: R-13
ESTIMATED START TIME: 10:20 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Board Consideration of a Motion Directing County Attorney to Prepare Resolution

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 31, 2002
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: Steve Novick TELEPHONE #: (503) 988-3928
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Chair Linn, Steve Novick and Tom Sponsler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Board Approval of a MOTION to Direct the County Attorney to Prepare a Resolution to Send a "Local Option" Library Levy to the May 21, 2002 Ballot, Containing the Library Ballot Title and Explanatory Statement. [The Levy will be for 75.5 cents per \$1000 Assessed Valuation. The Board Intends to Adopt the Resolution at its February 14, 2002 Meeting.]

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Diane Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214-3587
Email: mult.chair@co.multnomah.or.us

Phone: (503) 988-8308
FAX: (503) 988-3093

Chair Diane Linn Library Levy Proposal Remarks January 17, 2002 County Board Briefing

I come to you today with a proposal to renew the library levy passed by the voters in 1997.

Multnomah County takes great pride in our library system. It is a well-loved and much-utilized community institution. Here are just a few of the many impressive things we can say about our library system:

- 77% of Multnomah County residents have a library card.
- We enjoy one of the highest circulation rates in the country – 21 books per capita are checked out each year. That’s 21 books for every man, woman and child in the county. If you don’t check out your 21, someone else got them for you.
- The library provides old books and new ones, as well as magazines and expert help finding the information you need.
- The library provides critical programs for youth, including story hours for toddlers, homework help for students, special reading programs with services to kids in daycare – and, more than anything, a safe and constructive place for kids and their families to go.
- The library also provides special programs for seniors and disabled residents, and early childhood literacy programs. As an aside, the most checked out books in our libraries are the “board” books for infants.
- Our Libraries offer access to computers for everyone and we provide an extremely valuable resource for jobseekers.
- Even though we are the most “wired” region in the world, only half of Multnomah County residents have Internet access in their homes. Our libraries

allow the remaining half access to the web. Our Library computers may be their ONLY means of gaining access to the Internet.

That's what our Multnomah County Library – with seventeen neighborhood branches, plus the downtown Central Library -- is all about.

In 1997, the voters of Multnomah County approved the local option levy that now provides over half the funding for the libraries. The levy provided for significant enhancements to the library system. The voters were told that if they approved that levy, we would add new branches, renovate and expand existing branches and add new services for children. The building and renovation costs, of course, were paid for by a bond that had been approved in 1996 – but passage of the 1997 levy was necessary to ensure that once the building was done, the libraries could actually operate.

The voters approved that levy – and we, and the library system, did what we had promised. We now have the enhanced system that the voters expected. Residents of Multnomah County are using that enhanced system. Circulation has increased from 8.7 million in 1997 to 14 million last year. And the number of books checked out per person has increased from 13 in 1997 to that figure of 21 books per year for every child, woman and man that I mentioned earlier.

The levy that we have now expires on June 30, 2003. On that date, if a new levy has not passed, we will lose more than half of our library funding.

Let me say that again. *On June 30, 2003, if a new levy has not passed, we will lose more than half of our library funding.*

I believe that the May 2002 election is the proper time to ask the voters if they want to renew this levy and maintain our library system. The November ballot is cluttered; if we proceed in May, the library levy is more likely to get the attention it deserves. If we waited for a special election in May 2003, it would be unlikely that we would have the 50% turnout required for passage. May 2002 is, in my view, the right time.

Now, what is the size of the levy that we will propose?

Based on numerous discussions with library advocates, business leaders, and citizens, I am proposing a levy that – along with our continuing General Fund contribution and the additional revenues the library generates from grants and other sources – will be sufficient, simply, to continue to provide the services we are providing today. I think that unlike 1997, this is not a time for expansion. I think

the voters want to maintain the libraries we have. This is not the right time for us to ask for anything more.

Ginnie Cooper and I have asked the budget office, in calculating the levy amount, to assume that we adjust for inflation, but not to assume any new enhancements to the system – other than the addition of a library in North Interstate, which the Board has voted to support, and a branch in Troutdale to address the obvious and growing need for improved library services in East County.

In reaching this conclusion, we have had to make some tough choices. We would like to increase the book budget from 15% to 18% of the overall library budget – a level many libraries around the country have reached. But we concluded that now is not the time.

We would like to expand on the libraries' involvement with the schools, and help to supplement our school libraries' collections – often woefully inadequate – with additional books. But again, we concluded – now is not the time.

Another tough choice that I am asking you to make is whether the library system should continue to give the Oregon Historical Society \$280,000 a year. During the life of this levy, we have made that payment every year. But other libraries in the State do not contribute to the Historical Society; and it is not something we did prior to the '97 levy. In designing a conservative budget to maintain the core public services our library provides, it seems to me that we could not justify *guaranteeing* \$280,000 a year to a private non-profit. I expect and welcome a spirited discussion of this issue. But my gut tells me that when we are asking voters, in tough economic times, to pay property taxes to support the public library system, some of them will be suspicious if they hear that we are sending \$280,000 a year of those taxes to another entity.

Beyond the basic question of whether to pursue an "expansion levy" or a "maintenance levy," we faced several additional important decisions in designing this proposal. Among those questions were: How do we account for the likelihood that other levies will pass in the near future, and increase so-called "Measure 5 compression"? And how do we account for the potential impact of the Supreme Court's recent decision on urban renewal?

We asked the budget office, for purposes of this calculation, to base their compression estimates on the assumption that the City of Portland's parks levy and children's initiative will pass – and that both the County and the City will pass public safety levies of 48 cents apiece, that will take effect in July of 2003. We may adjust those assumptions somewhat before we actually vote on a levy proposal, based on further analysis of the Wapato budget and further discussions

with the Mayor and other City officials about their plans. But those are the assumptions built into the calculations you see before you.

As to the impact of the urban renewal decision: We know that the urban renewal decision MAY have an impact; it could make compression worse. But we did NOT ask the budget office to adjust their calculations to reflect such an impact – because there are simply too many unknowns. The County, City and State experts – including Dave Boyer of our budget office and Sandra Duffy and John Thomas of our counsel's office -- are beginning to sort out the implications of the decision. But it does not make sense to try to quantify those implications in our rate calculations today. And frankly, it is unlikely that we will know those implications with *certainty* before we send a library levy to the voters in May.

So I believe our rate calculation is conservative. Yes, it assumes that several additional levies will pass, and that drives up the rate by a few cents; it increases the compression assumption, which increases the number of cents you have to ask for to get the same amount of money. But that assumption is reasonable. And the calculation does NOT assume any impact from the urban renewal decision – even though we know there may well be an impact.

It is important to note that my recommendation is to pursue a levy that will take effect beginning in July of 2002, replacing the last year of the current levy. Here's why. As you know, in the next several months, we're going to have some cutbacks in library services -- as Ginnie explained earlier. The library has accumulated a shortfall over the past few years, for a variety of reasons. A major reason has been that the current levy hasn't brought in as much money as we expected, because in 1997 our budget folks didn't yet have the techniques they needed to calculate the impact of compression.

In order to address that shortfall, we are going to have cutbacks in services, which as Ginnie describes, will likely include eliminating Monday hours at Central and the larger branches that have Monday hours.

Now, in designing a new levy, my belief – which I hope you all share – is to ensure that the library will be able to restore the services it provides NOW, rather than the scaled-back services the impending cutbacks will require. But if we do not begin the new levy until July 2003, the voters will not see that restoration in services for more than a year after they vote. If we begin a new levy at a somewhat increased rate in 2002, we can restore those services starting in July 2002. I would rather have the new levy begin early, and have the voters see an immediate return on their commitment to the library. So I am proposing a levy that will take effect in July 2002.

So – what is the amount of the levy that I propose? Assuming a maintenance budget, not an expansion budget; assuming that the County General Fund contribution will be the full amount of projected, so-called ‘fossil levy’ revenues; and making the assumptions about other levies, urban renewal and compression that I have outlined, the rate would be 75.5 cents per thousand dollars of assessed value. That equals about \$9 a month for the average homeowner and will generate about \$27 million for our libraries annually.

I should note, by the way, that if we delayed the new levy until July 2003, we’d still have about the same cents-per-thousand figure -- seventy-five cents. Moving the new levy up a year doesn’t drive up the amount of the new cents-per-thousand figure we’d be asking the voters to approve.

As you can see from the printout, using a 75.5 cent rate actually projects that we will have slightly less than a current service level budget. We will have to find efficiencies and shave off a percent or two. But again, at a time when many voters are scaling back their own household budgets, I think that’s what they will expect us to do.

People may ask why the need to increase from just under 60 cents to 75 cents? The answer is, simply, that in the past four years we have upgrading the system – as the voters decided in 1997 – and the upgraded system costs more than the system we started with.

One way to think of it is: In ‘97, the voters voted to upgrade the library from a Toyota Tercel to a Ford Taurus. 59 cents was enough to make payments on the Tercel for a couple of years and payments on the Taurus for a couple of years. In the next five years, we’ll need to make payments on a Taurus every year – so it costs more.

And I want to reemphasize the compression factor. For the past few years, the library has been the only local option levy around. In the next few years, we’re going to have other levies – and their existence drives up the compression percentage, and adds a few cents to what you need.

People in Multnomah County love their libraries. They use them and believe that our Libraries are important to our quality of life. And voters have been consistently willing to pay for our Libraries. We’re going to give them an opportunity to renew that commitment.

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



Oregon

John A. Kitzhaber, M.D., Governor

Department of Human Services

Office of the Director

500 Summer St. NE, E15

Salem, OR 97301-1097

503-945-5944

Fax: 503-378-2897

TTY: 503-945-5928

Memorandum

January 24, 2002

TO: Stakeholders and LGAC Members
FROM: Lisa Joyce
Legislative and Intergovernmental Relations
Oregon Department of Human Services
(503) 945-5727
lisa.r.joyce@state.or.us

The February 8 meetings of the Stakeholders group and the Local Government Advisory Committee will be canceled so that DHS staff can be available to Legislators during the special session.

If the date of the special session changes, the meetings may be rescheduled. Please watch your email.

Thanks for your patience.

January 23, 2002

To: DHS Employees
From: Bobby S. Mink, Director

Governor calls special session of Legislature

Today, Governor Kitzhaber announced his proposal for balancing the budget by stimulating the economy, increasing revenues and cutting

"Assisting People to Become Independent, Healthy and Safe"
An Equal Opportunity Employer

budgets. He reaffirmed his commitment to education, public safety, and a safety net for the most vulnerable.

He also announced that the Legislative special session will begin on February 8.

Magnitude of cuts. The Governor's plan calls for \$414 million in cuts, versus \$525 million outlined in a legislative proposal released last week. Today's proposed cuts are also substantially lower than those listed in his all-cuts list of January 7.

Cuts to DHS under the Governor's plan would equal a 2.7% reduction from the 2001-2003 legislatively approved budget.

Under today's plan, Oregon Health Plan dental is retained, the Oregon Children's Plan is preserved and tobacco funds for prevention efforts remain untouched, among other changes to the current budget.

Offsetting cuts. The Governor's plan calls for some additional revenue. Of particular interest to DHS is a 30 cent increase in the tobacco tax and a nickel increase in beer and wine taxes.

Stimulating the economy is a priority. The Governor's plan includes a variety of proposals to stimulate the economy. Among them are plans to attract and retain business, increase tourism and create jobs.

Stimulating the economy isn't all about business, however. The Governor also said he will support the Oregon workforce by seeking an extension of unemployment benefits.

Pushing accountability. Kitzhaber noted that the state needs long-term, permanent solutions to today's economic situation, not solutions that simply shove decisions into future legislative sessions.

He also said the state should decide what's important and pay for those services, without borrowing or other techniques that bring about future economic problems.

What's next. The Governor wants to encourage public discussion about the budget situation and will begin with meetings this afternoon.

But what happens with the DHS budget will depend on the Legislative special session.

To learn more. Additional information is available on the Governor's Office Web site at www.governor.state.or.us Select the button that says "Governor's Budget Reduction Plan." _____

Be sure to keep up on what's happening in DHS by reading Currents Online, published twice each month.

From the DHS home page at <http://www.hr.state.or.us> just select the button on the right side that says "Currents Online."

This message is intended for all Department employees. Please read it electronically, if possible. Managers and supervisors are asked to share the message each week with employees who do not have email access.

If you have a disability and need this message in another format, please call (503) 945-5652, or send a GroupWise email message to Dan Postrel. If you know of others who need this accommodation, please let them know it is available.

AGENDA

EMERGENCY BOARD SUBCOMMITTEES

Friday, February 1, 2001
8:30 a.m.

General Government – Room H-174

Representative Westlund, Chair

Representative Butler

Representative Morgan

Senator Messerle

Senator Metsger

Agency Requests for Approval to Apply for Federal Grants (en bloc action)

1. Judicial Department – drug court programs
5. Employment Department – veterans' employment and training
7. Housing and Community Services Department – technology assistance
9. Department of Environmental Quality – multi-state data exchange
11. Department of Fish and Wildlife – conservation and habitat
12. Department of Fish and Wildlife – habitat conservation and management
14. Department of Land Conservation and Development – Coastal Atlas
16. Department of Transportation – real-time passenger information
17. Department of Transportation – child passenger protection
24. Department of Human Services – work-related fatalities

Agency Reports (en bloc action)

3. Department of Corrections – farm property sale
10. Department of Fish and Wildlife – financial status
15. Division of State Lands – National Heritage Program
18. Department of Consumer and Business Services – manufactured housing and electrical programs
19. Department of Administrative Services – compensation plan
21. Public Employees Retirement System – earnings crediting report
22. Department of Human Services – agency reorganization
25. Department of Human Services – outdoor youth program rules
26. Department of Human Services – client cost information
27. Department of Human Services – public health programs
28. Department of Human Services – residential facility client contributions
30. Department of Human Services – state operated community programs
31. Department of Human Services – Oregon Health Plan strategies

Agency Requests (individual action items)

2. Department of Corrections – rebalance plan
4. Department of Public Safety Standards and Training – public safety training facility
13. Department of Forestry – 2001 fire season report
20. Department of Administrative Services – OHSU Oregon Opportunity Program

AGENDA – Emergency Board Subcommittees
Friday, February 1, 2001 at 8:30 a.m.

Human Services – Hearing Room F

Representative Winters, Chair
Representative Minnis
Representative Schrader
Senator Clarno
Senator Yih

Agency Request (individual action item)

23. Department of Human Services – rebalance plan

Education

Senator Hannon, Chair
Senator R. Beyer
Senator Carter
Representative Doyle
Representative Hill

Not meeting

simply language in the budget report. This oversight is expected to be resolved during the upcoming special session. The Legislative Fiscal Office recommends that the Emergency Board deny the additional \$1.1 million Other Funds increase in the rebalance plan since it can be addressed statutorily during the special session.

The rebalance plan also adds \$10,329,510 General Fund and \$22,790,737 Federal Funds to address the workload issues of the federal Health Insurance Portability and Accountability Act (HIPAA). HIPAA was signed into law on August 21, 1996. HIPAA consists of a series of rules. After each rule has been finalized, a time frame of 26 months is set in place to implement the rule. Significant penalties can be imposed for failure to comply with the deadlines, mandates, and standards.

One part of the Act, referred to as the Administrative Simplification Regulations, is aimed at reducing administrative costs and burdens in the health care industry. This regulation is intended to protect and enhance the rights of consumers by providing them access to their health information and controlling the inappropriate use of that information and to improve the quality of health care in the U.S. by restoring trust in the health care system among consumers, health care professionals, and individuals committed to the delivery of care. The regulation is also aimed at improving efficiency and effectiveness of health care delivery by creating a national framework for health privacy protection that builds on efforts by states, health systems, organizations, and individuals.

The federal government has issued proposed HIPAA regulations and compliance deadlines for three areas including transactions and code sets, privacy, and security. The first deadline for compliance of these regulations is April 2003. DHS is taking steps to assure compliance with HIPAA. DHS is to report to the Joint Legislative Committee on Information Management and Technology (JLCIMT) regarding HIPAA at the committee's January 30, 2002 meeting. The Department is conducting an assessment and gap analysis to determine the current state of readiness of its computer systems and operations. This assessment should produce more accurate cost estimates for HIPAA compliance than are currently available. The costs included in this rebalance plan, as well as the federal match rate for the expenditures, are best estimates only. The assessment and gap analysis is to be completed in April 2002.

LFO is also concerned about the impact HIPAA may have on other state agencies. The Department of Administrative Services will report at the April 2002 JLCIMT meeting regarding statewide efforts to comply with the HIPAA requirements.

LFO recommends that the Emergency Board defer action on this item until a future Emergency Board meeting when more accurate cost information is available. Further, LFO recommends that DHS be required to return to the Joint Legislative Committee on Information Management and Technology and the Emergency Board with a report of the results of the assessment and gap analysis.

The rebalance plan includes a settlement agreement that requires DHS to assess and improve its system for providing alternate formats to clients with disabilities. DHS plans to establish an Alternate Formats Coordinator position in the Governor's Advocacy Office that would enable it to meet the requirements of the settlement agreement and better serve clients with disabilities. No additional limitation is required; however, there is a prorate increase charged to the DHS program areas.

There are estimated savings in the rebalance plan of \$396,533 from using federal Title XIX Medicaid matching funds for the Lifespan Respite Program, which has been funded entirely from the General Fund. A corresponding increase in Other Funds expenditure limitation is required.

Rebalance and Budget Reduction Options

The DHS rebalance report indicates that the Department has a General Fund deficit of about \$84.3 million. DHS has proposed \$60.9 million in management actions to reduce this deficit. These actions include fund shifts, revenue initiatives, and program reductions, many with significant policy impact. For Emergency Board discussion purposes, LFO has divided these and other possible actions into five categories as shown below. A detailed list of the options in each category is attached to this analysis.

1. LFO Recommended Adjustments. This category includes "normal" adjustments of the type that LFO would typically recommend to the Emergency Board in response to a DHS rebalance plan. The recommended General Fund adjustments include use of available Other Funds resources to replace General Fund, capping the non-Domestic Violence Emergency Assistance budget at the LAB level, and reducing the costs of position reclassifications included in the rebalance plan. We have also listed our recommendations for Other Funds and Federal Funds adjustments to the rebalance plan presented by the Department.

Most notable among our General Fund recommendations is the deferral of a proposal to add \$10.3 million General Fund to fund information systems changes required by the Health Insurance Portability and Accountability Act (HIPAA). We are recommending deferral because DHS is uncertain about the actual cost of the project and will not have better information until April 2002. In connection with this deferral, the Emergency Board could establish a \$10.3 million reservation in the existing general purpose Emergency Fund for HIPAA implementation, or simply invite DHS to return to the Emergency Board when the project and its costs are better defined. LFO's recommended adjustments, including the HIPAA deferral, total \$29.7 million General Fund.

2. Other Rebalance Options With Agreement Between the DHS Rebalance and the Legislative "Group of Five" Proposal. In this category, LFO has listed DHS rebalance actions that match the legislative "Group of Five" proposal as it stood on January 25. LFO recommends that the Emergency Board approve these actions, recognizing that some of the actions require policy choices that reduce DHS programs and services. These reductions total \$14.7 million General Fund.
3. Rebalance Options Without Agreement Between the DHS Rebalance and the Legislative "Group of Five" Proposal. This category includes other actions from the "Group of Five" proposal that are funded at different levels or are not included at all in the DHS rebalance plan. The "Group of Five" proposals in this category total \$38.2 million General Fund; the DHS rebalance includes actions of \$18.7 million. The Emergency Board could choose to approve any of these proposals to help balance the DHS budget.

If the Emergency Board approves all the LFO Recommended Adjustments (category 1 above), the actions that match between the DHS rebalance and the "Group of Five" proposal (category 2 above), and all the actions from the "Group of Five" proposal in this category, the sum of the General Fund savings would be \$82.6 million. This would almost cover the reported \$84.3 million shortfall in the DHS budget, with the exception of the HIPAA issue which would remain unfunded.

4. Actions Requiring Statutory Change. Proposed actions in the rebalance plan or in the "Group of Five" proposal that need statutory changes to implement are identified in this category. The DHS rebalance plan and the "Group of Five" proposal both include \$2.5 million in unused JOBS Plus Individual Education Account funds to be statutorily redirected to offset other General Fund needs. A reduction in OHP adult dental benefits (\$6.1 million General Fund) and a redirection of some

lottery funding for gambling addiction prevention and treatment (\$0.7 million) are included in the "Group of Five" proposal, but not in the DHS rebalance. A \$6.4 million General Fund reduction in reimbursement to Type B Hospitals is included in the DHS rebalance plan, but not included in the "Group of Five" proposal. The Emergency Board could endorse any or all of these proposals, but the statutory changes can only be made by the Legislative Assembly.

5. Special Purpose Appropriations and Reservations. In addition to the above four categories, we have listed Emergency Fund special purpose appropriations and reservations that have been identified as potential sources for statewide General Fund savings. None of these are part of the DHS rebalance plan, but the "Group of Five" proposal anticipates that the Legislative Assembly will redirect \$22.9 million of the special purpose appropriations earmarked for DHS programs.

Summary LFO Recommendations

The Legislative Fiscal Office recommends that the Emergency Board approve the problems, savings, and technical adjustments identified in the DHS rebalance plan, with the line item adjustments included in the LFO Recommended Adjustments and the Other Rebalance Options with Agreement Between the DHS Rebalance and the Legislative "Group of Five" Proposal (categories 1 and 2 on the attached list).

LFO also recommends the Emergency Board consider approving additional adjustments from category 3 on the attached list, Rebalance Options Without Agreement Between the DHS Rebalance and the Legislative "Group of Five" Proposal.

Items requiring statutory change, and any disappropriation of special purpose appropriations and Emergency Fund reservations, depend on legislative action during the upcoming special session.

LEGISLATIVE FISCAL OFFICE RECOMMENDATIONS AND OPTIONS

	DHS Rebalance	LFO Recs and Options	Difference
--	------------------	-------------------------	------------

GENERAL FUND IMPACT ONLY

1. LFO Recommended Adjustments

Offset AFS GF with child support carry forward funds	2,077,430	2,077,430	0
Offset AFS GF with TANF carry-forward funds	5,509,375	5,509,375	0
Offset OMAP GF with tobacco tax carry forward funds	4,957,979	4,957,979	0
Higher match rate than assumed in LAB for the Medicaid Management Information System (MMIS) and Mental Health information system projects.	1,500,000	1,500,000	0
Increase staffing for third party collections for the Oregon Health Plan (OHP), other medical programs.	1,343,966	1,343,966	0
Limit non-domestic violence Emergency Assistance costs to LAB level	3,236,339	3,236,339	0
Shift funding to reflect closure children's ward at OSH; move funding to community facilities		no General Fund impact	
Shift funding to reflect 15-bed reduction at Eastern Oregon Training Center; move funding to community facilities		no General Fund impact	
Reduce SCF IV-E waiver Foster Care increase to cover existing plans only	0	131,643	131,643
Fund SCF position reclassifications at "least cost" implementation	0	379,694	379,694
Fund SDS position reclassifications at "least cost" implementation	0	214,629	214,629
Ask DAS to unschedule \$1,912,725 FF for VRP office move issue		no General Fund impact	
Reduce OMAP Other Funds and Federal Funds by \$4,267,245 and \$5,893,662, respectively		no General Fund impact	
Reduce DWSS Other Funds limitation for SB 288 insurance pool expenditure by \$1,100,000		no General Fund impact	
Defer HIPAA funding	0	10,329,510	10,329,510
SUBTOTAL LFO Recommended Adjustments	18,625,089	29,680,565	11,055,476

	DHS Rebalance	LFO Recs and Options	Difference
--	------------------	-------------------------	------------

2. Other Rebalance Options With DHS/ Legislative Plan Agreement

Discontinue Food Stamp Outreach project funded by a special appropriation from the 2001 Legislature.	880,697	880,697	0
Cut GF for Outdoor Youth Programs position	47,428	47,428	0
Reduce child welfare related contracted family treatment and support funds 5%.	384,321	384,321	0
Eliminate sheltered services employment program for 93 severely disabled adults.	628,198	628,198	0
Eliminate wrap-around co-pay to ambulatory service providers, which would have covered the provider's costs when clients do not pay their co-payment.	1,722,148	1,722,148	0
• Delay Oregon Health Plan eligibility until first of the month following eligibility determination.	3,021,174	3,021,174	0
Redirect new funding for So. Oregon Day and Residential Treatment Services (DARTS), which would have served adolescents age 12-15 yrs.	100,000	100,000	0
• Reduce <i>Staley</i> funding for quality assurance staff for Medicaid waivers.	1,103,760	1,103,760	0
Eliminate one state operated group home for children; delay opening second home to July 2002.	1,018,643	1,018,643	0
Reduce training for Developmental Disability providers by 25%.	499,348	499,348	0
Other administrative reductions, incl. prorate decrease	5,300,000	5,300,000	0
SUBTOTAL Rebalance Options With Agreement	14,705,717	14,705,717	0

3. Rebalance Options Without DHS/ Legislative Plan Agreement

Reduce JOBS Plus program.	1,770,951	2,625,000	854,049
Eliminate non-domestic violence emergency assistance program.	2,057,037	1,057,037	(1,000,000)
Eliminate student day care for post-secondary student families	2,018,518	0	(2,018,518)
Cut GF for Father Taaffe Foundation	21,731	0	(21,731)
Eliminate/ reduce GF support for Independent Living Centers which provide services to consumers with severe disabilities.	812,500	0	(812,500)
Reduce OHP pharmacy reimbursement to Average Wholesale Price (AWP) minus 15/ 14.5% and dispensing fee.	2,267,446	2,041,461	(225,985)
Reduce Juvenile Diabetes Database	100,000	2,000	(98,000)
Reduce funding for Children's Emergency Medical Services	200,000	4,000	(196,000)
Eliminate GF for Retired Senior Volunteer Program	135,960	0	(135,960)
Restructure Assisted Living Facility rates to \$1,325 by January 2003	3,524,928	0	(3,524,928)
• Restructure Oregon Project Independence (OPI).	2,989,372	1,000,000	(1,989,372)
Eliminate/ reduce second year increase for Nursing Home rebasing.	2,607,152	0	(2,607,152)
Reduce Klamath Adolescent Program for females age 13 to 17 yrs requiring specialized care.	161,396	3,348	(158,048)
• Eliminate new tobacco prevention program and use funds to offset GF in the Oregon Health Plan.	0	5,000,000	5,000,000
End fluoridation education and assistance program.	0	500,000	500,000
Reduce TANF maximum cash grant	0	839,258	839,258
Reduce JOBS program	0	1,785,066	1,785,066
Eliminate mental health Office of Consumer Technical Assistance.	0	375,000	375,000
• Eliminate funding for the Babies First program.	0	628,737	628,737
• Eliminate teen pregnancy prevention programs.	0	482,239	482,239
Limit Employment Related Day Care to families over 150% of Federal Poverty Level.	0	1,380,854	1,380,854
Reduce Office of Multicultural Health expansion.	0	250,000	250,000
• Reduce Mental Health and Alcohol & Drug treatment portions of the Oregon Children's Plan.	0	5,500,000	5,500,000

	DHS Rebalance	LFO Recs and Options	Difference
Cuts 11 slots for Mental Health intensive kids, cuts hours for Client Employed Providers, eliminates other 2nd yr. COLA for providers funded in LAB	0	10,517,062	10,517,062
Require diagnosis be listed on OHP prescriptions and claims to identify diagnosis not funded on the priority list	0	1,066,608	1,066,608
• Eliminate remainder of Public Health perinatal and prenatal programs.	0	437,399	437,399
• Reduce funding for substance abuse treatment of correctional clients.	0	2,686,800	2,686,800
SUBTOTAL Rebalance Options W/out Agreement	18,666,991	38,181,868	19,514,877

4. Actions Requiring Statutory Change

Offset GF with unused JOBS Plus Individual Education Account funds	2,500,000	2,500,000	0
Reduce/ eliminate cost-based reimbursement for Type B hospitals.	6,387,544	0	(6,387,544)
Reduce adult dental to benefit level approved by Waiver Application Steering Committee for OHP 2.	0	6,149,455	6,149,455
Reduce gambling addiction lottery funding; shift to offset other DHS GF	0	714,550	714,550
SUBTOTAL Actions Requiring Statutory Change	8,887,544	9,364,005	476,461

5. Special Purpose Appropriations and Reservations

Redirect special appropriation for TANF caseloads	0	4,300,000	4,300,000
Redirect the special appropriation reserved for OHP caseload increases.	0	3,000,000	3,000,000
Redirect special appropriation to cover any shortfall which may occur if drug related management actions do not produce the full projected savings.	0	3,700,000	3,700,000
Maintain \$900,000 Emergency Fund reservation for institutional pharmacies reimbursement .	0	0	0
Redirect special appropriation for an adult crisis home for persons with developmental disabilities.	0	317,124	317,124
Redirect the special appropriation for funding for the Home Care Commission.	0	300,000	300,000
Redirect the special appropriation for Senior Prescription Assistance Program.	0	5,016,628	5,016,628
Redirect the special appropriation for wrap-around copays for pharmacies.	0	2,000,000	2,000,000
Allocate 50% of special appropriation for local mental health services per HB 3024 plans; redirect balance.	0	3,250,000	3,250,000
Reduce the Safety Net Clinic special appropriation.	0	1,000,000	1,000,000
SUBTOTAL SPAs and Reservations	0	22,883,752	22,883,752

Budget Adjustment Plan

2001-03 Budget

1/30/2002

Adjustment Summary

(including Emergency Board Issues)

Program Area	E. Board Rebalance	Prog/Admin Reductions	Total Reductions	% of Budget
Education		\$ 205.9	\$ 205.9	3.1%
Human Services	\$ 87.1	15.0	102.1	3.9%
Public Safety	38.0	38.1	76.1	5.6%
Natural Resources		9.7	9.7	3.5%
Administration		7.7	7.7	4.9%
Economic Development		13.8	13.8	10.5%
Transportation		1.5	1.5	3.7%
Consumer Services		0.7	0.7	5.6%
Judicial/Legislative		29.0	29.0	6.1%
Miscellaneous		34.5	34.5	
Total Reductions	\$ 125.1	\$ 355.9	\$ 481.0	4.0%

Adjustment Summary

(not including Emergency Board Issues)

Program Area	Revised			
	Initial Plan	Plan	Difference	
Education	\$ 239.4	\$ 205.9	\$	33.5
Human Services	65.3	15.0		50.3
Public Safety	47.9	38.1		9.8
Natural Resources	9.9	9.7		0.2
Administration	7.5	7.7		(0.2)
Economic Development	15.1	13.8		1.3
Transportation	2.0	1.5		0.5
Consumer Services	0.7	0.7		-
Judicial/Legislative	34.2	29.0		5.2
Miscellaneous	41.9	34.5		7.4
Total Reductions	\$ 463.9	\$ 355.9	\$	108.0

Education Adjustment Plan

- Restore all State School Fund \$101.4 m
- Restore estimated 2001-03 local option grants \$0.45 m
- Change Community College Support Fund cut to 3% \$3.6 m
- Change OUS Undergraduate Cell cut to 3% \$7.4 m
- Change Statewide Public Service cuts to 5% \$3.6 m
- Change OHSU cut to 9% \$23.8 m
- Eliminate General Fund cut to Opportunity Grants \$1.5 m
- Partially restore ORTDS cut \$1.0 m
- Change OR Prekindergarten and Frontier Learning Network cut (Pre-K now at 2.4% cut) \$2.7 m
- Reduce School Improvement Fund (new program) (\$112 m)

Human Services Adjustment Plan

- Oregon Health Plan restorations \$13.1 m
 - Type B hospital cost-based reimbursement - \$6.4 m
 - Eligibility delay - \$3.8 m
 - Pharmacy reimbursement to AWP minus 14.8% - \$2.0 m
 - Institutional pharmacies' cost reimbursement - \$0.9 m
- Maintain assisted living, nursing facility rates \$ 6.4 m
- Restore JOBS services to LAB level \$ 3.6 m
- Keep Employment Related Day Care co-pays, eligibility \$ 3.5 m
- Continue local early childhood prevention programs \$ 2.5 m
- Maintain "System of Care" child welfare services \$ 2.4 m
- Restore school-based health clinics \$ 1.5 m
- Partially restore OPI (net \$1 m reduction) \$ 1.4 m
- Partially restore safety net clinics (net \$1 m reduction) \$ 1.2 m
- Restore Independent Living Centers \$ 0.8 m
- Offset GF with available federal TANF funds (\$ 5.0 m)
- Reduce outpatient substance abuse treatment (\$ 2.7 m)
- Reduce post-secondary student day care (\$ 1.0 m)

Public Safety Adjustment Plan

Corrections

- Restore Community Corrections Inflation \$3,586,750
- No Earned Time Credit for Certain BM 11 \$1,667,347

Youth Authority

- Restore Multnomah County Gang Funds \$1,837,500
- No Transfer of Youth to DOC \$1,321,621

State Police

- Keep Rural Forensic Labs \$ 676,630
- Restore Information/LEDS Support \$ 523,097
- Restore Five Criminal Detectives \$ 427,966
- Restore Autopsy Reimbursements \$ 71,000

Department of Justice

- Restore Domestic Violence Grants \$ 50,000

Economic Development Adjustment Plan

- Partially Restore Regional/Rural Investment Funds \$1,400,000
(Note: Total OECDD Reduction is 6.7%)

Administration Adjustment Plan

- Centralized Voter Registration System
(retain as \$2 m reduction; establish reservation
in existing Emergency Fund)

Judicial Branch Adjustment Plan

- | | |
|---------------------------------------|-------------|
| • Partially Restore Trial Court Cuts | \$3,051,920 |
| • Restore Judicial Salary | \$1,200,000 |
| • Restore 3 New Judgeships | \$ 793,692 |
| • Restore New Judgeship Support Staff | \$ 184,921 |

Miscellaneous Area Adjustment Plan

- Oregon Rural Health Association
(Trust Fund) \$7.4 m

REVENUE

- OVERALL TARGET: \$704 MILLION
- CUTS: \$356 M
- REVENUE TARGET: \$348 M
- REVENUE SOLUTION: \$348 M

REVENUE SOLUTION

- 9-1-1 BALANCE \$14 M
- AMNESTY/COLLECTIONS PROCESS \$10 M
- DOR COLLECTIONS PERSONNEL \$2.4 M
- SENIOR DEFERRAL BALANCE \$13 M
- DEBT SERVICE \$4 M
- 50% OF BOARDMAN SALE \$3.7 M
- CORRECTIONS FEDERAL FUNDS \$2.5 M
- MUPL \$119 M
- MEASURE 66 BALANCE \$5 M
- OLCC SUNDAY SALES \$3 M
- LEMLA \$1 M
- TOBACCO SETTLEMENT \$50 M
- COMMON SCHOOL FUND
 - DISTRIBUTE ALL EARNINGS \$20 M
 - BORROW FROM STATUTORY PRINCIPAL \$100 M
- **TOTAL \$348 M**

CUSHION

- MUPL \$12 M
- TOBACCO SETTLEMENT \$32 M
- EMERGENCY FUND \$40 M
- GF ENDING BALANCE \$96 M
- TOTAL \$180 M

GENERAL FUND/LOTTERY TENTATIVE 2003-05 BUDGET

(MILLIONS)

	CURRENT LAW	SPECIAL SESSION RESULT
BEG. BALANCE	\$ 100	\$ 100
REVENUE	12,523	12,531
EXPENDITURES	13,504	13,008
ENDING BALANCE	133	133
2003-05 ROLL UP	-1,014	-510



STABILIZATION FUND START-UP CONCEPT



- USE DECEMBER REVENUE FORECAST AS BASE
- AT CLOSE OF BIENNIUM-CALCULATE REVENUE ABOVE DECEMBER BASE
- IF REVENUE IS ABOVE BASE DIVERT PORTION TO FUND
- IF REVENUE IS BELOW DECEMBER BASE--NO DIVERSION TO FUND

